CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, July 7, 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.

4:00 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.

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_oEejVUXuS062EornZjMlsA
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. 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.

4:00 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.

F. RECESS TO CLOSED SESSION

F.1. 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:
Californians for Homeownership, Inc. v. City of Redondo Beach
Case Number: 26STCP02197

F.2. 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:
Mehta Mechanical Company v. City of Redondo Beach, and DOES 1 through 100, inclusive
Case Number: 25TRCV00677

F.3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(2).

One potential case (Letter received from the Law Firm Rand Paster & Nelson LLP dated June 16, 2026, attached as part of the Agenda packet).

F.4. 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

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, Torrance Boulevard, Knob Hill Avenue, Vista Del Mar, Camino de la Costa, Gertruda Avenue, Herondo Street, and Esplanade

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

UNDER NEGOTIATION:
Price and Terms

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 2026 REDONDO BEACH SOUTH BAY MEDAL OF VALOR AWARDEES

D.2. CONGRESSMAN TED LIEU'S CEREMONIAL PRESENTATION OF A $250,000 COMMUNITY PROJECT FUNDING CHECK FROM THE FEDERAL GOVERNMENT FOR THE CITY'S AFFORDABLE HOUSING TO LEASE PROJECT

E. APPROVE ORDER OF AGENDA

F. AGENCY RECESS

F.1. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

F.2. PARKING AUTHORITY - REGULAR MEETING - CANCELLED

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 JULY 7, 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:
A. JUNE 2, 2026 ADJOURNED AND REGULAR MEETINGS
B. JUNE 9, 2026 ADJOURNED AND REGULAR MEETINGS

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 30650-30682 IN THE AMOUNT OF $22,651.76, PD. 6/19/26
DIRECT DEPOSIT 313125-313778 IN THE AMOUNT OF $2,605,257.05, PD. 6/19/26
CHECKS 30683-30683 IN THE AMOUNT OF $432.19, PD. 6/25/26
DIRECT DEPOSIT 313779-313784 IN THE AMOUNT OF $5,077.62, PD. 6/25/26
EFT/ACH $11,120.18, PD. 6/5/26 (PP2612)
EFT/ACH $495,015.92, PD. 6/29/26 (PP2612)

ACCOUNTS PAYABLE DEMANDS
CHECKS 125275-125450 IN THE AMOUNT OF $3,163,176.49
EFT CALPERS MEDICAL INSURANCE $572,428.02
DIRECT DEPOSIT 100010590-100010676 IN THE AMOUNT OF $106,289.92, PD.7/1/26
REPLACEMENT DEMANDS 125273-125274

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.5. APPROVE CONTRACTS UNDER $35,000:

1. APPROVE AN AGREEMENT WITH ZOLL MEDICAL CORPORATION FOR EXTENDED WARRANTY SERVICES FOR AUTOPULSE DEVICES IN AN AMOUNT NOT TO EXCEED $7,876.13 FOR THE TERM JULY 1, 2026 TO NOVEMBER 30,

2028

CONTACT: PATRICK BUTLER, FIRE CHIEF

2. APPROVE A CONSENT TO ASSIGNMENT OF THE AGREEMENT WITH EXCELSIOR ELEVATOR CORPORATION TO LIFTECH ELEVATOR SERVICES, LLC TO PROVIDE ELEVATOR MAINTENANCE SERVICES FOR THE EXISTING TERM THROUGH FEBRUARY 19, 2027

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

3. APPROVE A THIRD AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE PROVISION OF INMATE FOOD SERVICES BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOOD SERVICES UNIT AMENDING EXHIBIT A TO INCREASE THE UNIT COST FROM $3.36 TO $3.52 PER MEAL FOR FISCAL YEAR 2026-27

CONTACT: STEPHEN SPRENGEL, POLICE CHIEF

4. APPROVE AN AMENDMENT TO THE AGREEMENT WITH MAXIMUS US SERVICES, INC., THE CITY'S INTERNAL SERVICE FUND ALLOCATION CONSULTANT, TO REFLECT FY 2026 REPORTING IN LIEU OF FY 2025 REPORTING IN EXHIBIT B OF THE AGREEMENT AND TO EXTEND THE TERM TO JUNE 30, 2027 WITH NO CHANGE IN COST

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.6. APPROVE AN AGREEMENT WITH KOSMONT TRANSACTIONS SERVICES, INC., DBA KOSMONT FINANCIAL SERVICES, FOR CITY BOND REPORTING ACTIVITIES FOR A COST OF $18,500 IN YEAR 1 AND A TOTAL AMOUNT NOT TO EXCEED $62,500, INCLUDING CONTINGENCY, FOR THE TERM JULY 7, 2026 TO JUNE 30, 2031

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.7. APPROVE FINAL TRACT MAP NO. 84401 (FOR THE 43 UNIT RESIDENTIAL CONDOMINIUM PROJECT, AT 122 AND 126 N PACIFIC COAST HIGHWAY AND 208 CENTRAL COURT) AND AUTHORIZE THE CITY CLERK TO CERTIFY THE MAP'S APPROVAL

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.8. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2607-048, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, PROCLAIMING SUNDAY, SEPTEMBER 13, 2026 AS "OPEN WATER SWIM DAY" IN THE CITY OF REDONDO BEACH IN SPONSORSHIP AND SUPPORT OF THE EIGHTH ANNUAL SWIM THE AVENUES WATER SPORTS EVENT TO BE HELD IN THE CITY OF REDONDO BEACH COASTAL WATERS AND IN APPRECIATION OF THE COUNTY OF LOS ANGELES' EFFORTS TO PERMIT THE EVENT AND PROVIDE LOGISTICAL SUPPORT

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

H.9. APPROVE PLANS AND SPECIFICATIONS FOR THE CITYWIDE CURB RAMP IMPROVEMENTS PROJECT, JOB NO. 40399, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDS

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.10. APPROVE A LICENSE AGREEMENT FOR SPECIAL EVENT SERVICES WITH NIKE, INC. FOR THE NIKE AFTER DARK RUN HALF MARATHON EVENT SCHEDULED FOR OCTOBER 24, 2026

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

H.11. INTRODUCE BY TITLE ONLY ORDINANCE NO. 3313-26 AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 3, CHAPTER 6, SECTION 3-6.03 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING METER HOURLY RATES. FOR INTRODUCTION AND FIRST READING.

CONTACT: STEPHEN SPRENGEL, CHIEF OF POLICE

H.12. ADOPT BY TITLE ONLY RESOLUTION NO. 2607-049, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE CIVIL PENALTIES FOR PARKING VIOLATIONS REGARDING VIOLATIONS OF PARKING RESTRICTIONS DURING VARIOUS HOURS FOR STREET SWEEPING TO INCREASE THE TOTAL PENALTY AMOUNT FROM $55 TO $79

CONTACT: STEPHEN SPRENGEL, CHIEF OF POLICE

H.13. APPROVE THE INSTALLATION OF SPEED CUSHIONS ON THE 300 BLOCK OF AVENUE F BETWEEN PACIFIC COAST HIGHWAY AND PALOS VERDES BOULEVARD

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.14. APPROVE THE FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS TO ACCEPT ALLOCATED COUNTY LOCAL SOLUTIONS FUNDS AND LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY FUNDS FOR SINGLE-ROOM OCCUPANCY (SRO) AND MOTEL BEDS IN THE AMOUNT NOT TO EXCEED $260,000

ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2607-046, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2026-2027 BUDGET MODIFICATION TO APPROPRIATE $260,000 FROM THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS COUNTY ALLOCATED LOCAL SOLUTIONS GRANT FUNDS TO THE INTERGOVERNMENTAL GRANT FUND FOR SINGLE-ROOM OCCUPANCY (SRO) AND MOTEL BEDS

CONTACT: JOY A. FORD, CITY ATTORNEY

H.15. APPROVE THE BUSINESS LICENSE TAX WAIVER APPLICATION SUBMITTED BY THE RIVIERA VILLAGE ASSOCIATION REQUESTING AN EXEMPTION FROM COMPLIANCE WITH THE BUSINESS LICENSE TAX RATES ESTABLISHED IN REDONDO BEACH MUNICIPAL CODE SECTION 6-1.22, AS PER SECTION 6-1.08

OF THE REDONDO BEACH MUNICIPAL CODE, FOR THE RIVIERA VILLAGE SUMMER FESTIVAL EVENT OCCURRING JUNE 26-28, 2026

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.16. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2607-050, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS BY CREATING THE POSITION OF WATERFRONT AND COMMUNITY SERVICES DIRECTOR

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2607-051, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS FOR THE POSITION OF COMMUNITY DEVELOPMENT DIRECTOR

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

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.

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

L.1. PUBLIC HEARING TO CONSIDER USER FEE AMENDMENTS FOR THE POLICE AND FIRE DEPARTMENTS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2607-047, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE POLICE DEPARTMENT USER FEES

PROCEDURES:
a. Open the Public Hearing and take testimony;
b. Close the Public Hearing; and,
c. Adopt by title only Resolution No. CC-2607-047

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF AN AGREEMENT WITH SWINERTON BUILDERS FOR PROGRESSIVE DESIGN-BUILD SERVICES FOR PHASE 1 OF THE MEASURE FP FIRE STATIONS 1 AND 2 SUBPROJECT, FOR A CONTRACT AMOUNT NOT TO EXCEED $1,664,815 AND

THE TERM JULY 7, 2026 TO JANUARY 25, 2027

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF AN AGREEMENT WITH SWINERTON BUILDERS FOR PROGRESSIVE DESIGN-BUILD SERVICES FOR PHASE 1 OF THE MEASURE FP, POLICE FACILITIES SUBPROJECT, FOR A CONTRACT AMOUNT NOT TO EXCEED $1,906,592 AND THE TERM JULY 7, 2026 TO FEBRUARY 14, 2027

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

N.2. DISCUSSION AND POSSIBLE ACTION ON THE CITY'S GENERAL PLAN UPDATE

DIRECT STAFF TO INCLUDE THE LATEST HOUSING ELEMENT UPDATE IN THE ARTICLE XXVII TRAFFIC ANALYSIS RELATED TO THE PROPOSED GENERAL PLAN MODIFICATIONS

PROVIDE DIRECTION ON THE SCOPE OF THE GENERAL PLAN LAND USE ELEMENT AND ZONING ORDINANCE MODIFICATIONS TO BE CONSIDERED FOR ADMINISTRATIVE APPROVAL BY AUGUST 4, 2026 AND THE CORRESPONDING BALLOT MEASURE TO BE SCHEDULED FOR THE NOVEMBER 2026 GENERAL ELECTION

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE NAMING OF THE HERONDO OPEN SPACE PARK AREA LOCATED AT HERONDO STREET AND CATALINA AVENUE

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. RECESS TO CLOSED SESSION

R.1. 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:
Californians for Homeownership, Inc. v. City of Redondo Beach
Case Number: 26STCP02197

R.2. 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:
Mehta Mechanical Company v. City of Redondo Beach, and DOES 1 through 100, inclusive
Case Number: 25TRCV00677

R.3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(2).

One potential case (Letter received from the Law Firm Rand Paster & Nelson LLP dated June 16, 2026, attached as part of the Agenda packet).

R.4. 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

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, Torrance Boulevard, Knob Hill Avenue, Vista Del Mar, Camino de la Costa, Gertruda Avenue, Herondo Street, and Esplanade

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

UNDER NEGOTIATION:
Price and Terms

S. RECONVENE TO OPEN SESSION

T. ROLL CALL

U. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

V. ADJOURNMENT

The next meeting of the City Council of City of Redondo Beach will be adjourned Regular meeting to be held at 4:00 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, July 14, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California

Administrative Report

F.1., **File #** 26-0763 **Meeting Date:** 7/7/2026

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:
Californians for Homeownership, Inc. v. City of Redondo Beach
Case Number: 26STCP02197

Administrative Report

R.2., **File #** 26-0780 **Meeting Date:** 7/7/2026

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:
Mehta Mechanical Company v. City of Redondo Beach, and DOES 1 through 100, inclusive
Case Number: 25TRCV00677

Administrative Report

R.3., **File #** 26-0807 **Meeting Date:** 7/7/2026

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(2).

One potential case (Letter received from the Law Firm Rand Paster & Nelson LLP dated June 16, 2026, attached as part of the Agenda packet).

RAND|PASTER|NELSON

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June 16, 2026

BY EMAIL

Joy Ford
City Attorney
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
joy.ford@redondo.org

Re: 402 N. Pacific Coast Highway – Violation of State Housing Law

Dear Ms. Ford:

As you know, our firm represents Galaxy Holding LLC (the "Applicant") regarding a proposed mixed-use development project with 88 residential units (including 6 extremely low income units and 7 moderate income units) and ground floor commercial space ("Project") located at 402 N. Pacific Coast Highway ("Site") in the City of Redondo Beach ("City"). The Project is utilizing the "Builder's Remedy" provision of the State Housing Accountability Act ("HAA"). This letter concerns the City's illegal refusal to process the Project in accordance with the HAA and other applicable State housing laws.

A. The City's Refusal to Process a Builder's Remedy Application

The Applicant submitted an SB 330 preliminary application for the Project, pursuant to Government Code Section 65941.1, on April 10, 2026 ("Preliminary Application"), and the City accepted and date-stamped the Preliminary Application. The Preliminary Application was submitted with a cover letter from our office explaining that the Project is eligible for, and intends to use, the builder's remedy provisions of the Housing Accountability Act ("HAA") based on the recent determination by the California Court of Appeal in the matter of *New Commune DTLA LLC v. City of Redondo Beach* that the City's Housing Element does not comply with State Housing Element Law (Government Code Section 65580 *et seq.*).

On May 6, 2026, Community Development Director Marc Wiener emailed our office and the Applicant and stated the following:

> "I have conferred with the City Attorney, Joy Ford, on this matter. The City is currently not processing Builder's Remedy Application[s] as we are still researching and evaluating the ramifications of the Court of Appeal decision and exploring our legal options. If you have any legal questions please follow up with the City Attorney's Office."

Following receipt of this email, I spoke with you and Mr. Wiener separately to better understand the City's position on this matter and in hopes of finding a way to move the Project forward. Based on my last discussion with Mr. Wiener it was made clear that the City's position has not changed, and that the City will not process a builder's remedy application submitted by the Applicant.

Taking the City at its word, the Applicant has no choice but to assume that there is no way for the Project to move forward through normal State law prescribed processes. When a full Project application is submitted, the City's position makes clear it will either be rejected outright or the City will simply refuse to process it, which means that the Project will never be considered for approval.

By taking this approach it has become clear the City is violating both the Permit Streamlining Act and the Housing Accountability Act. Moreover, the City's chosen course of action fits squarely within the definition of "bad faith" in the HAA, which includes "an action or inaction that is frivolous, pretextual, intended to cause unnecessary delay, and entirely without merit."[1] In the face of such blatant state law violations, the Applicant will have no choice but to pursue litigation against the City.

B. The Refusal to Process the Project Application Violates the Permit Streamlining Act

Under the Permit Streamlining Act ("PSA"), the City has a clear obligation to determine that a development permit application is either complete or incomplete within 30 days after receiving the application.[2] This obligation implies a duty to both accept the application for processing and to actually process the application. There are no exceptions for builder's remedy applications. Therefore, the City's refusal to process a builder's remedy application violates the PSA.

C. The Refusal to Process the Project Application Violates the Housing Accountability Act

A refusal to process an application for a housing development project also constitutes illegal "disapproval" of the project and a violation of the Housing Accountability Act (Government Code Section 65589.5). The HAA prohibits the City from disapproving a housing development project for very low, low, or moderate income households without making one of a very limited number of findings based on the preponderance of the evidence.[3] The Project meets the definition of a "housing development project for very low, low, or moderate income households" under the HAA because at least two-thirds of its floor area will be designated for residential use and it will set aside 13% of its 44 base units for extremely low income households.[4]

Under the HAA, a city disapproves a housing development project when it "Votes or takes final administrative action on a proposed housing development project application and the application is disapproved, including any required land use approvals or entitlements necessary for the issuance of a building permit."[5] If the City has determined that it will never even *process* a builder's remedy application, it follows that the City has definitively decided not to issue any "required land use approvals or

[1] Government Code Section 65589.5(l).
[2] Government Code Section 65943(a).
[3] Government Code Section 65589.5(d).
[4] Government Code Section 65589.5(h)(2)(B) and (h)(3)(C)(i)(I).
[5] Government Code Section 65589.5(h)(6)(A).

entitlements necessary for the issuance of a building permit" for the Project. Consequently, a refusal to process the application is a disapproval of the application.

Moreover, the City has not and cannot make the requisite findings to deny the Project under the HAA.[6] Specifically, the Project meets the definition of a builder's remedy project under the HAA; the City did not have a compliant Housing Element on the date the Preliminary Application was submitted; denial of the Project is not required to comply with a specific state or federal law; and the Project would not have a specific, adverse impact on public health or safety.

Disapproving a housing development project without making the requisite finding is a clear and unequivocal HAA violation.[7] Upon finding that a city has violated the HAA and that the city acted in bad faith in disapproving the project, a court may order the city to approve the project. Upon finding that a city has failed to comply with a court's order compelling compliance with the HAA, a court is *required* to impose fines on the city in the *minimum* amount of $10,000 per unit in the housing development ($880,000 for this Project). If the court finds the city acted in bad faith in failing to comply with the court order, the fines are increased to $50,000 per housing unit ($4,400,000 for this Project).[8]

D. The City's Housing Element Was Non-Compliant When the Preliminary Application Was Submitted

1. The Court of Appeal Definitively Superseded HCD's Compliance Finding

To meet the definition of a "builder's remedy project," a project must meet the following requirement:

> On or after the date an application for the housing development project…was deemed complete, the jurisdiction did not have a housing element that was in substantial compliance with [Government Code Section 65580 *et seq*.].[9]

"Deemed complete" is defined in the HAA to mean the date the applicant submitted a preliminary application.[10] Consequently, the Applicant's application was "deemed complete" for purposes of the HAA on April 10, 2026, the date the Preliminary Application was submitted.

Well before that date, on October 10, 2025, the California Court of Appeal issued a ruling in the matter of *New Commune DTLA LLC v. City of Redondo Beach*, 337 Cal.Rptr.3d 782 ("*New Commune*"), determining that the City's Housing Element did not comply with State Housing Element Law (Government Code Section 65580 *et seq.*). The City filed a request for the California Supreme Court to review the Appeal Court's decision in *New Commune* and this request was denied on January 28, 2026. Consequently, the *New Commune* decision is final.

[6] Government Code Section 65589.5(d)(1)-(6).
[7] Government Code Section 65589.5(k)(1)(A)(i)(I).
[8] Government Code Section 65589.5(k) and (l).
[9] Government Code Section 65589.5(h)(1).
[10] Government Code Section 65589.5(h)(5).

The City Council recently adopted revisions to the City's Housing Element – ***because it was not in compliance*** – and HCD has determined that the City's Housing Element is now once again in substantial compliance with state law as of May 20, 2026.

Government Code Section 65585.03 (added by AB 1886) was added to clarify exactly when a city's Housing Element is in substantial compliance:

> A housing element or amendment shall be considered to be in substantial compliance with this article when the local agency adopts the housing element or amendment for the current planning period in accordance with Section 65585 and either of the following apply:
>
> (a) The department [i.e. HCD] finds that the adopted housing element or amendment is in substantial compliance with this article **and the department's compliance findings have not been superseded** by subsequent contrary findings by the department or **by a decision of a court of competent jurisdiction**.
>
> (b) A court of competent jurisdiction determines that the adopted housing element or amendment substantially complies with this article and the court's decision has not been overturned or superseded by a subsequent court decision or by statute.

Here, although the Department of Housing and Community Development ("HCD") found the City's Housing Element to be in substantial compliance on September 1, 2022, the Court of Appeal's decision in *New Commune* clearly and authoritatively supersedes this compliance finding:

- "HCD's approval of the housing element here does not cure the myriad defects we have identified. [¶] That is, although there is a rebuttable presumption here that the City's housing element is valid (§ 65589.3), New Commune has met its burden to show that the element is unlawful."

- "For these reasons, we find that the City's housing element does not substantially comply with the Housing Element Law."[11]

Consequently, the City's Housing Element was out of compliance following the *New Commune* decision up until May 20, 2026 – the time period during which the Preliminary Application was filed.

2. The City's Position Has No Legal Basis

Based on our communications with the City, the City appears to take the position that the Court of Appeal's determination does not take effect until the trial court vacates its order denying New Commune's petition and issues a writ of mandate in favor of New Commune, which has not yet occurred. This position has no legal support.

The disposition at the end of the *New Commune* appellate court decision reads: "The judgment is reversed. On remand, the trial court is directed to vacate its order denying New Commune's petition and

[11] *New Commune DTLA LLC v. City of Redondo Beach*, 115 Cal. App. 5th 111, 137 (2025), *review denied* (Jan. 28, 2026).

to issue in its place a writ of mandate compelling the City to revise its Sixth Cycle 2021–2029 Draft Housing Element ***consistent with this opinion***."[12] Thus, while it is the lower that court that will issue the writ, the lower court has **no discretion** to make a determination regarding the City's Housing Element that is inconsistent with the appellate court's ruling.

Moreover, Government Code Section 65585.03 (quoted above) does not say that HCD's compliance finding remains in place until *the issuance of a writ by a lower court*. It says that HCD's compliance finding remains in place until "**superseded** … **by a decision of a court of competent jurisdiction**." The appellate court is a court of competent jurisdiction, the appellate court decision clearly superseded HCD's compliance finding, the appellate court decision is final and binding, and the lower court cannot take any action that is inconsistent with the appellate court decision.

E. Request For Written Confirmation that City Will Process the Application

For the reasons state above, the City's refusal to process a builder's remedy application is in violation of multiple state housing laws. If the City continues to refuse to process the Applicant's builder's remedy application, the Applicant will be forced to resolve this issue through litigation against the City. Before taking this next step, we are making a final request for the City to confirm that it will process a builder's remedy application filed by the Applicant for this Project. We are not asking the City to agree that it will *approve* the Project, but only that it will *process* the application in accordance with its duties under state law.

Please confirm in writing no later than one week from today (Tuesday June 23rd), that City will process a builder's remedy application submitted by the Applicant in accordance with state law.

Sincerely,

Dave Rand

Dave Rand
Partner
of RAND PASTER & NELSON, LLP

[12] *New Commune DTLA LLC*, 115 Cal. App. 5th at 141 (emphasis added).

Administrative Report

R.4., **File #** 26-0809 **Meeting Date:** 7/7/2026

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

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, Torrance Boulevard, Knob Hill Avenue, Vista Del Mar, Camino de la Costa, 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

D.1., **File #** 26-0769 **Meeting Date:** 7/7/2026

TITLE

MAYOR'S COMMENDATION TO THE 2026 REDONDO BEACH SOUTH BAY MEDAL OF VALOR AWARDEES

Administrative Report

D.2., **File #** 26-0810 **Meeting Date:** 7/7/2026

TITLE

CONGRESSMAN TED LIEU'S CEREMONIAL PRESENTATION OF A $250,000 COMMUNITY PROJECT FUNDING CHECK FROM THE FEDERAL GOVERNMENT FOR THE CITY'S AFFORDABLE HOUSING TO LEASE PROJECT

Administrative Report

F.1., **File #** 26-0779 **Meeting Date:** 7/7/2026

TITLE

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

AGENDA
REGULAR MEETING
REDONDO BEACH COMMUNITY FINANCING AUTHORITY
TUESDAY, JULY 7, 2026 - 6:00 P.M.
REDONDO BEACH CITY COUNCIL CHAMBERS
415 DIAMOND STREET

The Community Financing Authority, a joint powers authority was formed on January 31, 2012, for the purpose of assisting in providing financing, for purposes which are authorized by law and which could finance, lease, own, operate and maintain public capital improvements for any of its members, or to be owned by any of its members.

CITY OF REDONDO BEACH
PUBLIC PARTICIPATION GUIDELINES
AND RULES OF CONDUCT

HOW TO PARTICIPATE – The City of Redondo Beach welcomes and encourages public participation in public city meeting. Members of the public are invited to participate in public meetings in person, via Zoom, by e-comments, and by email. All public meetings provide the public the ability to comment on Non-Agenda items and on agenda items being deliberated by the City Council.

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS – Each agenda includes an agenda item for "Public Participation on Non-Agenda Items". During this agenda item, the public may speak on any matter so long as the matter is:

1. Under the jurisdiction of the City Council; and,
2. Is not a matter already agendized during the same meeting.

Each speaker is allotted three minutes to speak under Public Participation on Non-Agenda Items. Each speaker may only speak once. And the time allocated to Public Participation on Non-Agenda Items is limited to 30 minutes.

The Mayor will recognize speakers by alternating, speaker-by-speaker, between (i) members of the public attending in person (with speakers who have submitted written speaking cards to be recognized first, followed by members of the public attending in person who have not submitted written speaking cards), on the one hand, and (ii) members of the public attending via Zoom on the other hand.

Pursuant to provisions of the Brown Act, the body is prohibited from deliberating and taking action on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The body may make a "Referral to Staff" related to public comment during that agenda item.

PUBLIC PARTICIPATION ON AGENDA ITEMS – For each agendized matter deliberated by the City Council, the Mayor will invite public comment at the appropriate time. Any member of the public may speak to the matter under discussion during this period provided the comments directly address the agenda item. Each speaker is allotted three minutes to speak to each agenda item. Each speaker may only speak once on each agenda item. The Mayor will recognize speakers by alternating, speaker-by-speaker, between (i) members of the public attending in person (with speakers who have submitted written speaking cards to be recognized first, followed by members of the public attending in person who have not submitted written speaking cards), on the one hand, and (ii) members of the public attending via Zoom on the other hand.

PUBLIC PARTICIPATION RULES OF CONDUCT AND DECORUM – The City of Redondo Beach recognizes and respects the right of freedom of speech, but rules of conduct and decorum must be observed so that attendees can be heard, and the City Council can conduct its meeting and deliberate and address items before the Council. **Any person or group that engages in disorderly or disruptive conduct that impedes the meeting may be asked to leave, or be removed, and the Mayor may clear the room and continue without an audience, or the City Council may adjourn the meeting.**

1. Speakers shall restrict their comments to the specific agenda item that they are speaking on or, on

Non-Agenda Items, to matters within the Body's subject matter jurisdiction. Speakers should confine their remarks to those which are relevant to the subject under consideration. Speakers who do not follow these rules will be asked to cease, and if they do not comply, they will be ruled out of order on the grounds of relevancy and asked to leave the podium and possibly the meeting.

2. All comments should be addressed to the Body and not to other speakers or the audience.

3. Meeting attendees should act with dignity and respect and refrain from the use of profanity and obscenities in speech, on signs, and on clothing.

4. Meeting attendees shall be seated, when seating is available, unless recognized by the Mayor as a speaker or unless entering or leaving, or moving to and from a location within, the Council Chambers in a manner that does not seek to intimidate other attendees or block views of the proceedings. Meeting attendees shall strive to remain quiet during the proceedings and shall not hold up placards or signs that block the views of other attendees. Attendees may show support or opposition by silently raising and waving both hands for support (as opposed to clapping or cheering) or showing a "thumbs down" in opposition (as opposed to booing).

5. Disruptive and/or disorderly actions and behaviors by members of the public that may result in removal from the meeting are those that actually disrupt, disturb, impede or render infeasible the orderly conduct of the meeting and include, but are not limited to:

    a. Refusal to leave the podium after the allotted time is exceeded.
    b. Refusal to leave the podium after the Mayor has determined that the comments are beyond the jurisdiction of the City Council and/or do not pertain to the matter under consideration in an agenda item.
    c. Blocking the view or access of other attendees by standing, occupying the aisles, or by holding up a card a sign or placard that blocks the views of other members of the public, or by other obstruction of public views.
    d. Addressing the Council without being recognized by the Mayor.
    e. Yelling, screaming, making loud or unusual noises, or interrupting a recognized speaker.
    f. Interfering with another attendees' ability to participate.
    g. Intimidating or threatening behavior.
    h. Refusal to heed to a call to order.
    i. Failure to cease and desist disruptions when requested by the Mayor.
    j. Entering a non-public area of the Council chambers without the permission of the Mayor.
    k. Failure to leave Council Chambers upon being ejected by the Mayor for violation of the Rules of Conduct.
    l. Failure to clear the City Council Chamber upon order of the Mayor pursuant to Government Code 54957.9 or other applicable law.
    m. Use of "Hate Speech" (*i.e.,* statements whose sole purpose is to attack, demean, and denigrate an individual or group based on race, religion, sexual orientation, ethnicity, nationality, or disability) that disrupts the meeting.

Individuals or groups participating via Zoom or other electronic means that disrupt, disturb, impede, or render infeasible the orderly conduct of the meeting, or who fail to follow the direction of the Mayor, may be silenced or removed from the meeting by the City Clerk or the City Clerk's representative at the direction of the Mayor.

No person, other than City elected officials and staff, shall enter the non-public area of the Council Chambers (which is defined as the area of the dais (which includes the desks of the City elected officials and staff), the well of the dais (which includes the area immediately in front of, inside, and along the sides of, the dais), and the area in front of the podium), during, or immediately before or after, a meeting of the Body, without the consent of the Mayor.

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY - 6:00 P.M.

CALL MEETING TO ORDER

ROLL CALL

A. APPROVAL OF ORDER OF AGENDA

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

B1. BLUE FOLDER ITEMS

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.

C. CONSENT CALENDAR

Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Authority Members 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 following Oral Communications.

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of July 7, 2026.

C2. APPROVAL OF MOTION TO READ BY TITLE ONLY and waive further reading of all Ordinances and Resolutions listed on the agenda.

C3. APPROVAL OF MINUTES

a. Regular Meeting of June 2, 2026.

C4. APPROVAL OF CHECK NUMBERS 000587-000590 IN THE AMOUNT OF $37,463.98.

D. EXCLUDED CONSENT CALENDAR ITEMS

E. 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 Community Financing Authority. Each speaker will be permitted to speak only once. Written requests, if any, will be considered first under this section.

F. EX PARTE COMMUNICATIONS

G. PUBLIC HEARINGS

H. OLD BUSINESS

I. NEW BUSINESS

J. MEMBERS ITEMS AND REFERRALS TO STAFF

K. ADJOURNMENT

The next meeting of the Redondo Beach Community Financing Authority will be a regular meeting to be held at 6:00 p.m. on Tuesday, August 4, 2026, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

It is the intention of the City of Redondo Beach to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant of this meeting you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (310) 318-0656 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis. An Agenda Packet is available 24 hours a day at www.redondo.org under the City Clerk and during City Hall hours. Agenda Packets are also available for review in the Office of the City Clerk.

Any writings or documents provided to a majority of the members of the Authority regarding any item on this agenda will be made available for public inspection at the City Clerk's Counter at City Hall located at 415 Diamond Street during normal business hours

REDONDO BEACH

City Clerk
415 Diamond Street
Redondo Beach CA 90277

Tel: 310.318.0656

Redondo.org

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	Community Financing Authority
Posting Type	Regular Meeting Agenda
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ Adjacent to Council Chambers
Meeting Date & Time	July 7, 2026 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
Redondo Beach Community Financing Authority

Date: July 2, 2026

MOTION TO READ BY TITLE ONLY

and waive further reading of all

Ordinances and Resolutions on the Agenda.

Recommendation - Approve

REGULAR MEETING OF THE REDONDO BEACH COMMUNITY FINANCING AUTHORITY

CALL MEETING TO ORDER

Chair Light called a Regular Meeting of the Redondo Beach Community Financing Authority (RBCFA) to order at 6:28 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

ROLL CALL

RBCFA Members Present:	Waller, Castle, Kaluderovic, Behrendt, Chair Light
RBCFA Members Absent:	Obagi
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Derek Kalish, Assistant City Clerk

A. APPROVAL OF ORDER OF AGENDA

Motion by Member Kaluderovic, seconded by Member Waller, to approve the order of the agenda as presented.

Motion carried 4-0-1 by voice vote. Member Obagi was absent.

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION - None

B.1. BLUE FOLDER ITEMS – None

C. CONSENT CALENDAR

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of June 2, 2026.

C2. APPROVAL OF MOTION TO READ BY TITLE ONLY and waive further reading of all Ordinances and Resolutions listed on the agenda.

C3. APPROVAL OF MINUTES
a. Regular Meeting of May 5, 2026.

C4. APPROVAL OF CHECK NUMBER 000586 IN THE AMOUNT OF $1,467.32.

Motion by Member Kaluderovic, seconded by Member Waller, to approve items C1 through C4 on the Consent Calendar.

Chair Light invited public comment.

City Clerk Manzano reported no eComments and no one online.

Motion carried 4-0-1 by voice vote. Member Obagi was absent.

D. EXCLUDED CONSENT CALENDAR ITEMS – None

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Chair Light asked if anyone from the public wanted to speak on Non-Agenda Items.

City Clerk Manzano reported no one online and no eComments.

F. EX PARTE COMMUNICATIONS - None

G. PUBLIC HEARINGS - None

H. OLD BUSINESS - None

I. NEW BUSINESS - None

J. MEMBERS ITEMS AND REFERRALS TO STAFF - None

K. ADJOURNMENT – 6:31 P.M.

Motion by Member Waller, seconded by Member Kaluderovic, to adjourn to the regular City Council meeting at 6:31 p.m.

Motion carried 4-0-1 by voice vote. Member Obagi was absent.

The next meeting of the Redondo Beach Community Financing Authority will be a Regular Meeting to be held at 6:00 p.m. on Tuesday, July 7, 2026, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

All written comments submitted via eComment are included in the record and available for public review on the City website.

Respectfully submitted,

_____

Eleanor Manzano, CMC
City Clerk

Administrative Report

Authority Action Date: July 7, 2026

To: **CHAIRMAN & MEMBERS OF THE COMMUNITY FINANCING AUTHORITY**

From: **STEPHANIE MEYER, FINANCE DIRECTOR**

Subject: **CHECK APPROVAL**

RECOMMENDATION

Approve check numbers 000587-000590 in the total amount of $37,463.98.

EXECUTIVE SUMMARY

The attached Summary Check Register lists check 000587 in the amount of $2,610.28, 000588 in the amount of $657.47, 000589 in the amount of $1,316.75, and 000590 in the amount of $32,879.48 for a total amount of $37,463.98 to pay the Redondo Pier Association for Association dues and to reimburse the City for expenses paid by the City on behalf of the Community Financing Authority.

BACKGROUND

The Redondo Beach Public Financing Authority ("PFA"), a joint powers authority, was formed on June 25, 1996, to provide financing for capital improvement projects. The former Redevelopment Agency of the City Redondo Beach, now known as the Successor Agency ("Agency"), joined with the City to form the PFA. The PFA operated rental property and issued bonds to provide funds for public capital improvements. The PFA has the same governing board as the City, which also performs all accounting and administrative functions for the PFA. With the elimination of the City's Redevelopment Agency, the Public Financing Authority has been renamed the Community Financing Authority ("CFA").

In 1997, the City leased the Pier pad known as 500 Fisherman's Wharf to the PFA. The PFA leased the site and acts as building owner and landlord to its tenant, RUI One Corp. ("RUI" dba Kincaid's). In negotiating the lease, the City was to own the building, but did not have the funding available to build the building. RUI had the ability to build the restaurant building at a lower cost than the City, and the PFA was able to obtain a loan to purchase the building. Thus, RUI built the restaurant building and the PFA utilized loan funds to purchase the building from RUI at completion.

Per the lease agreement, the City is responsible for the cost of monthly service costs for water, sewer, and trash; possessory interest taxes; common area expenses as defined;

and the repairs to the structural portions of the Building. On a monthly basis, the City is reimbursed for such expenses by the CFA.

Payment to the Redondo Pier Association on check number 000587 is for July-September 2026 Association dues ($2,610.28). Payments to the City of Redondo Beach on check numbers 000588 and 000589 are for reimbursement of April - June 2026 sewer fees ($657.47) and the May 2026 water utilities bill ($1,316.75), respectively. Check number 000590 is for the FY 2025-26 Q3 Internal Service Fund (ISF) reimbursement ($32,879.48).

COORDINATION

Disbursement of the checks will be coordinated with Financial Services.

FISCAL IMPACT

Check number 000587 to 000590 total $37,463.98.

Submitted by:
Stephanie Meyer, Finance Director

Approved for forwarding by:
Mike Witzansky, City Manager

Attachment:
- Summary Check Register

COMMUNITY FINANCING AUTHORITY
Summary Check Register

DATE	CHECK NO		AMOUNT	PAYEE	DESCRIPTION
07/07/26	000587	$	2,610.28	Redondo Pier Association	Association Dues (July - September 2026)
07/07/26	000588	$	657.47	City of Redondo Beach	Sewer Fee (April - June 2026)
07/07/26	000589	$	1,316.75	City of Redondo Beach	Reimbursement (Water Utilities)-May 2026
07/07/26	000590	$	32,879.48	City of Redondo Beach	Reimbursement FY25-26 Q3 ISF Allocation
		$	**37,463.98**		

Administrative Report

F.2., **File #** 26-0817 **Meeting Date:** 7/7/2026

TITLE
PARKING AUTHORITY - REGULAR MEETING - CANCELLED

NOTICE OF CANCELLED MEETING
PARKING AUTHORITY

NOTICE IS HEREBY GIVEN THAT THE REGULAR PARKING AUTHORITY MEETING SCHEDULED FOR JULY 7, 2026 AT 6:00 P.M. HAS BEEN CANCELLED DUE TO LACK OF BUSINESS.

ELEANOR MANZANO

City Clerk

Administrative Report

G.1., **File #** 26-0784 **Meeting Date:** 7/7/2026

TITLE

For Blue Folder Documents Approved at the City Council Meeting

Administrative Report

H.1., **File #** 26-0785 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JULY 7, 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	July 7, 2026	4:00 p.m. 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: July 2, 2026

Administrative Report

H.2., **File #** 26-0786 **Meeting Date:** 7/7/2026

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 #** 26-0787 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:
A. JUNE 2, 2026 ADJOURNED AND REGULAR MEETINGS
B. JUNE 9, 2026 ADJOURNED AND REGULAR MEETINGS

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk

Minutes
Redondo Beach City Council
Tuesday, June 2, 2026
Closed Session – Adjourned Regular Meeting 4:30 p.m.
Open Session – Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

An Adjourned Regular Meeting of the Redondo Beach City Council was called to order at 4:30 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Behrendt, Mayor Light
Councilmembers Absent:	Obagi
Officials Present:	Mike Witzansky, City Manager Joy Ford, City Attorney Emily Bodkin, Administrative Specialist/Liaison

C. SALUTE TO THE FLAG AND INVOCATION - None

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS - None

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

Administrative Specialist Bodkin reported no hands raised on Zoom and no eComments.

F. RECESS TO CLOSED SESSION

F.1. 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:
Joseph Rangel v. City of Redondo Beach WCAB No: Unassigned

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
Luke Smude, Assistant to the City Manager
Katherine Buck, Acting Waterfront & Economic Development Director
Jon Goetz, Redwood Public Law

PROPERTY:
123 International Boardwalk, Redondo Beach, CA 90277
(a portion of APN: 7505-002-908)

NEGOTIATING PARTIES:
Raman Walia, Multiverse Platforms - Level Up Bowl & Bistro

UNDER NEGOTIATION:
Lease Status, Price, and Terms

F.3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Katherine Buck, Acting Waterfront & Economic Development Director
Luke Smude, Assistant to the City Manager
Jon Goetz, Redwood Public Law

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

NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:
Price and Terms

Administrative Specialist Bodkin read titles to be discussed at Closed Session.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Assistant City Attorney Cheryl Park, Human Resources Director Diane Strickfaden, Outside Legal Counsel Carolyn Beliso, Acting W.E.D. Director Katherine Buck, Outside Legal Counsel Jon Goetz, Special Project Manager David Biggs, and Assistant to the City Manager Luke Smude.

Motion by Councilmember Waller, seconded by Councilmember Castle, to recess to Closed Session at 4:32 p.m.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

Mayor Light announced they would break from Closed Session at 5:30 p.m. for the raising of the Pride Flag and for proclamation in front of the Civic Center.

G. RECONVENE TO OPEN SESSION

Mayor Light reconvened to Open Session at 6:00 p.m.

H. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Behrendt, Mayor Light
Councilmembers Absent:	Obagi
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Derek Kalish, Assistant City Clerk

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky reported no announcements that evening.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to adjourn to the Regular Meeting at 6:01 p.m.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

6:00 PM – OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:01 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Behrendt, Mayor Light
Councilmembers Absent:	Obagi
Officials Present:	Eleanor Manzano, City Clerk

Mike Witzansky, City Manager
Joy Ford, City Attorney
Derek Kalish, Assistant City Clerk

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited veterans and active-duty military to stand and be recognized for their service.

Alana, 4th grader at Birney Elementary School, led in the Pledge of Allegiance.

Mayor Light asked all to remain standing for a moment of silent invocation.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/AB 1234 TRAVEL

Mayor Light announced they presented a proclamation earlier proclaiming this month as Pride Month and raised the Pride Flag over the Civic Center.

Councilmember Behrendt reported he attended the Medal of Valor event and he does have expenses for it, which are viewable and retrievable from their executive assistant; announced the Pillars of Public Safety, Part 4, event with LA DA Nathan Hochman at 6:00 p.m. at the RBPAC; announced he and Councilmember Kaluderovic would be hosting a Crossing Guard meeting on Wednesday, June 10th at 6:00 p.m. at the Lincoln Elementary School cafeteria; noted it would likely be the final crossing guard meeting for the year featuring Captain Long, Traffic Engineer Ryan Liu, Assistant to the City Manager Jane Chung, Officer Kyle Lofstrom, Dan Elder from the RBUSD Board of Education, Dr. Nancy Kelley from RBUSD, and possibly Amy Huh from the Redondo Beach PTA and the host will be Lincoln Elementary School Principal Dr. Christine Kim; acknowledged Assistant to the City Manager Jane Chung for all her hard work with the Crossing Guard Program.

Councilmember Waller reported attending the South Bay Medal of Valor Awards, noted he saw nine RB First Responders honored at the event; attended the RB Ed Foundation Gala and the first two cruise and Lagoon car shows; reported they had the Memorial Day Ceremony last week and the City received a commendation from the Governor; attended the retirement celebration for two RB Community Services employees and the RBUSD Retirement Celebration for over 20 were being honored, including Dr. Annette Alpern, last week; reported attending the RBUSD Student of the Year Awards, honoring 12 students, and attended the ribbon cutting for Glam Craft Nail Lounge on PCH in South Redondo last week; announced the Dine-Around-Riviera Village the following day where 24 restaurants and 10 retailers are participating; announced he will be attending the Clean Power Lines Board Meeting, the Redondo High School Scholarship Ceremony, the League of California Cities Housing Community Economic Development Policy meeting, and the last Cruzin' at the Lagoon; announced the Keep the Esplanade Beautiful's Saturday Sweep at 9:00 a.m. on Avenue I and Esplanade.

Mayor Light noted that Councilmember Waller would also be representing the City at the

Sanitation District Meeting the next day.

Councilmember Kaluderovic reported attending the Medal of Valor; announced at the last South Bay Regional Housing Trust meeting they approved a $6 million funding gap for a project in Hawthorne; provided details of the project, reported that the City of Hawthorne would be putting $7 million of their own funds into the project, commented that this is an example of housing that a city is actually asking for, in a place that they are wanting it, and the Housing Trust voted to do it and make it happen.

Councilmember Castle reported attending the Memorial Day Ceremony at Veterans Park, the Medal of Valor luncheon, and the Cruzin' at the Lagoon (which is every Friday afternoon through September 11th); announced he would be hosting a Community Meeting with Community Services Director Elizabeth Hause at Wilderness Park in the morning, the kickoff to the Summer Reading at the Library at City Hall, and the Juneteenth Celebration in front of City Hall all on Saturday, June 13th.

Mayor Light reported he and Councilmember Obagi both attended the Medal of Valor luncheon and stated they would be recognizing those who earned the medals from Redondo Beach at a future Council meeting; thanked all that came out for the event; reported hosting a State of the City event at the Library; stated he attended the Sanitation District Meeting two weeks ago and voted on rates for the upcoming years, explained there is still one more meeting regarding rates which Councilmember Waller will substitute in for due to the Mayor having another commitment; announced that they had the ribbon cutting for Dominguez Park Playground and spoke at the Memorial Day Ceremony; acknowledged Tom Lassar and his team for putting on the great event; reported that he would be representing their region, the South Bay, at the Southern California Association of Governments.

E. APPROVE ORDER OF AGENDA

Motion by Councilmember Castle, seconded by Councilmember Waller, to approve the order of the agenda as written.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

F. AGENCY RECESS

Motion by Councilmember Waller, seconded by Councilmember Castle, to recess to the meeting of the Housing Authority at 6:16 p.m.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

F.1. REGULAR MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

F.2. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY RECONVENE TO REGULAR MEETING FROM AGENCY RECESS – 6:31 P.M.

ROLL CALL

Councilmembers Present: Waller, Castle, Kaluderovic, Behrendt, Mayor Light

Councilmembers Absent: Obagi

Officials Present: Eleanor Manzano, City Clerk
Mike Witzansky, City Manager
Joy Ford, City Attorney
Emily Bodkin, Administrative Specialist/Liaison

G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

G.1. For Blue Folder Documents Approved at the City Council Meeting

City Clerk Manzano reported Blue Folder items for J.1, L.2, and P.1.

Motion by Councilmember Waller, seconded by Councilmember Castle, to receive and file the Blue Folder documents.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JUNE 2, 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:
A. MAY 5, 2026 ADJOURNED AND REGULAR MEETING
B. MAY 12, 2026 ADJOURNED AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 30615-30623 IN THE AMOUNT OF $15,329.34, PD. 5/22/26
DIRECT DEPOSIT 311828-311467 IN THE AMOUNT OF $2,540,643.80, PD. 5/22/26

EFT/ACH $11,120.18, PD. 5/8/26 (PP2610)
EFT/ACH $11,120.18, PD. 5/22/26 (PP2611)
EFT/ACH $485,227.49, PD. 6/1/26 (PP2610)

ACCOUNTS PAYABLE DEMANDS
CHECKS 124900-125061 IN THE AMOUNT OF $2,549,977.29
EFT CALPERS MEDICAL INSURANCE $579,095.10
DIRECT DEPOSIT 100010503-100010589 IN THE AMOUNT OF $105,251.39, PD.6/1/26

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.5. APPROVE CONTRACTS UNDER $35,000:
1. APPROVE AN AGREEMENT WITH EASY READER, INC. FOR THE PUBLICATION OF LEGAL NOTICES AT A COST OF $11.00 PER COLUMN INCH (WITH A TOTAL ESTIMATED EXPENDITURE FOR FY 2026-27 OF $34,500) FOR THE TERM JULY 1, 2026 TO JUNE 30, 2027

CONTACT: ELEANOR MANZANO, CITY CLERK

H.6. ACCEPT AS COMPLETE KINGSDALE AVENUE RESURFACING (BETWEEN GRANT AVENUE AND 182ND STREET) PROJECT, JOB NO. 40880; AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY RECORDER AND RELEASE THE FINAL RETENTION PAYMENT OF $59,103 TO SEQUEL CONTRACTORS, UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED ON THE PROJECT

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.7. APPROVE AN AMENDMENT TO THE THREE-YEAR SERVICES AGREEMENT WITH CASHEL CORPORATION, DBA INTEGRATED MEDIA SYSTEMS, FOR EQUIPMENT AND SUPPORT SERVICES NEEDED TO UPDATE THE CITY COUNCIL CHAMBER AUDIO VISUAL ENCODER INCREASING THE AGREEMENT'S NOT TO EXCEED AMOUNT FROM $136,032 TO $192,439

CONTACT: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

H.8. ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2606-034, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2025-2026 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE $150,705.93 IN COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV) FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND FOR HOUSING NAVIGATOR SUPERVISOR SALARY REIMBURSEMENT ($75,167.45) AND PALLET SHELTER OPERATIONS ($75,538.48)

CONTACT: JOY A. FORD, CITY ATTORNEY

H.9. RECEIVE AND FILE THE CITY ATTORNEY AUTHORIZATION REPORT FOR SETTLEMENTS IN AN AMOUNT UP TO $25,000

CONTACT: JOY A. FORD, CITY ATTORNEY

Motion by Councilmember Castle, seconded by Councilmember Waller, to approve H.1 through H.9.

Mayor Light invited public comment.

City Clerk Manzano reported no one on Zoom and no eComments.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

City Clerk Manzano read H.1 adopt by 4/5th vote and by title only Resolution No. CC-2606-034.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

Julie Parrino, 1920 Huntington Ln. in District 4, reported that she was one of the residents that received a code enforcement violation for 10-2.1524 regarding hedges; thanked Councilmembers Obagi and Behrendt for the proposed reform requiring a bona fide complaint from an actual neighbor in order to enforce the code; noted that the code enforcement of the ordinance has affected over 50 residents; asked the Council to direct the City Attorney to recommend a pause on enforcement pending notice during the review of the code, explained that some residents have already complied costing them thousands of dollars and irreversible removal of decades old vegetation only to be told the City is now reconsidering the code; asked the Council, once the compliant process is revised, that pending notices be set aside because the complaints would have been filed under the previous process; noted that her own certified letter to code enforcement, requesting measurable compliance standard and a brief extension, has gone unanswered; asked that the reform of the code address the ambiguity in what compliance means and pointed out that what is not clear is when trees are considered a continuous hedge since there is no measurable standard given; commented that the ordinance does not provide consistent standards.

Mayor Light reminded the audience that clapping is out of order.

Jo Dresner, Redondo Beach resident since 2005, reported that they received a notice

regarding their front yard hedges that have been in place for over 12 years; stated that they learned that the notices that she and other residents have been received are from a single resident and not from concerns by immediate neighbors; stated, due to the notices, long standing landscaping features throughout the community are being subject to enforcement and are creating significant emotional and financial stress for homeowners; asked the City to review both the code and the complaint driven enforcement process to ensure it considers safety, visibility, and maintenance but also considers privacy, noise, preserves greenery, and maintains the character of the neighborhoods; hoped the City would also consider factors such as neighborhood support, safety, proper maintenance, and the duration a feature has existed before enforcement actions move forward; reported that she has collected over 70 signatures from immediate and surrounding neighbors who support preserving their landscaping and noted that they also installed a visibility mirror; asked that the City consider revising both the code and the enforcement process so that reasonable context and community input could be considered before enforcement actions begin.

Hai Tran stated that he had pictures to share with the Council.

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to receive and file.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

Hai Tran, professor at LMU and 11-year resident of District 4, reported that on May 11th he received a notice of violation that other neighbors received; explained that he lives in the back unit of his duplex and rents out the front units and the hedge provides privacy for the front yard units; asked that the Mayor and Council revise the ordinance and the complaint system, also noted that his understanding is that it is one individual who is filing the complaints; thanked Councilmembers Obagi and Behrendt for their engagement with residents on the issue; asked Council to advocate for a temporary pause in enforcement actions until there's been enough time to review the ordinance because compliance is irreversible; showed the pictures he had taken from Google Maps that morning and described how barren it looks now that some residents have complied.

Tony Trutanich, Tony's on the Pier, reported that he and his two boys started a pressure washing business that now handles many different buildings; explained that there is an office space that is extremely dirty and noticed that the landlords had been showing it to prospective tenants so he offered to wash the building down for free; reported that, the day after he offered, he received a negative certified letter telling him he could not and if he did there would be penalties; stated that he has seen kids with buckets and soap trying to wash down the buildings and commented that they would not be able to properly get the algae off; asked if there was anything the Council could do to have an open discussion with the City so the landlord would accept his offer; explained that he wants to beautify the Pier and the Village so he hoped there was some way to get them to accept his offer.

Maximilian Hauenstein asked for a motion to receive and file for his proposal.

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to receive and file the documents.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

Max Hauenstein, along with Selim Ozkan, provided details of his art project proposal to create a mosaic from sanitized trash and litter from around the City; stated that they have received funding and support from Keep the Esplanade Beautiful and from Ms. Guzman the RUHS Art teacher and incoming art students; requested that the City provide them with a flat surface where they can put the project; noted what they have submitted are two rough drafts of two different ideas they have and that their goal is to spread awareness and bring the community together.

Council requested their contact information.

Jim Mueller, District 5, spoke about the success of the NRB Farmers Market and that it confirms that North Redondo residents want a safe, walkable neighborhood where they can walk to activities which will boost the enterprises around the area; stated that more crowd attracting events could increase the total commercial activity significantly and that the City should help; reported academic studies have confirmed when people feel safe to gather they boost sales of goods and services all around which means more revenue for the City; commented that the attempts for larger developments on Artesia continue to stall and that the City should look more locally and creatively for commercial potential that exists in the Artesia neighborhood; suggested using empty areas of parking lots or vacant stores or buildings to hold events; also suggested a three-part strategy for Artesia corridor: 1) slow down the traffic, 2) turn unused spaces into public spaces, and 3) encourage more activities around commercial retail.

Daniella Wodnicki, District 4, spoke in regard to the City's recent enforcement of the hedge requirement in North Redondo; clarified that none of the residents in the neighborhood are arguing against maintaining their yards; stated the real issue is the City's current interpretation is forcing residents to choose between legal action or permanently damaging healthy trees; explained that she has three drought tolerant trees about two feet wide and to create the required separation she was instructed to cut them in half; stated that any certified arborist would say topping, line tailing, or excessive pruning can permanently damage or kill trees; noted that the City has adopted professional standards for the care of its public trees and can impose fines up to $15,000 for the damage of public trees but now residents are being directed to perform those actions on their own properties; asked the Council to pause the enforcement until staff develops a policy that is consistent with accepted arboricultural practices; reported that the state Urban Forester, Walter Passmore, offered to provide guidance at no cost to the City; asked that the City establish a formal appeal process to residents to challenge citations before being forced to alter or remove healthy trees and asked that residents facing enforcement or legal action be given correct information; urged the Council again to pause enforcement.

Georgette Gantner, District 2, asked permission to submit material.
Motion by Councilmember Castle, seconded by Councilmember Waller, to receive and file.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

Georgette Gantner stated she noticed that the condition of the Redondo Beach Wyland is horribly neglected; said she discovered that public art is protected through the Visual Arts Rights Act of 1990; explained that in 1991 Wyland created the Whaling Wall and, regardless of there being a contract or not with the City, the art is protected and cannot be destroyed without the consent of the artist; reported that Wyland's 82nd Whaling Wall in Dallas, TX was painted over without his consent and other artists in the past have sued and won cases; reported that the info is highlighted in the packet she distributed to them; said she had two points: 1) the wall is in bad shape but hoped the current owners were not considering doing anything to it because the City does not need more lawsuits or to lose the iconic piece, and 2) they should consider contacting Wyland to see if they can obtain an estimate for him to restore the wall; suggested the City keep that building and make it public parking.

Mickey Johnson thanked Jim Mueller for reminding her to speak about Dine-Around-Artesia; announced the event dates would be July 20th, July 29th, and August 20th; commented that it is the biggest economic development program they have in North Redondo, it was started in 2011 by Clark Adams, and it sells out every year.

Heidi Maniachi spoke of confusion regarding who was responsible for the Athens trash rate increase; stated the new rate structure for multi-unit complexes doubled the rates with only a 30 day notice; reported that her complex will go from $751 per month to $1,548 per month; stated that people don't understand the changes because Redondo Beach residents had already been separating their trash, recyclables, and green waste; questioned what Athens would be doing between June and July that would require charging twice as much or more to customers; commented that if Athens is separating everything already why would residents need a recycling bin; noted that the contract should also have a clause that says Athens can only raise rates a certain percentage per year; suggested and requested that the Council re-review the contract; reported that Athens response to her was that she should have people reduce their amount of trash, which is unacceptable.

Mark Nelson (via Zoom) voiced concern that no one on the Council spoke of the money the City put into an apartment complex that is $820,000 per unit; stated the typical cost of an apartment complex is about $400,000 to $500,000; suggested before any more money is given to out of the fund for projects that someone does more due diligence; in regard to Athens, he recalled making a comment that the City did not do a qualifying Prop 218 study and that it did not seem to meet the burden; stated, in regard to the Allcove Building which is a 9,000 sq. ft. building, it requires 30 parking places and currently only has eight; commented that they cannot expect people to walk 2,000 feet from the Allcove

Building to 514 for the rest of the parking spaces and opined that something went wrong in the permitting process by the City; reported that internally BCHD has signs up saying no truck parking because they are remodeling two floors of 510 so instead trucks are parking on Prospect blocking a northbound lane and in front of an ADA compliant bus stop; reported that he sent the Mayor and Council photos of people with walkers and canes struggling to catch a northbound bus and suggested enforcement be done there; reported that BCHD did construction starting at 10:00 p.m. on a Saturday night and needs to be looked into.

City Clerk Manzano reported three more Zoom speakers.

Mayor Light reported that they were over the 30-minute limit and concluded Public Participation on Non-Agenda Items.

K. EX PARTE COMMUNICATIONS

Mayor Light reported speaking with multiple Councilmembers and the City Manager regarding both items.

Councilmember Behrendt reported speaking with City staff, the Mayor, Councilmember Obagi, and members of the public for L.1 and the Mayor, Councilmember Obagi, staff and members of the public for L.2.

Councilmember Kaluderovic reported speaking with the Mayor, staff, and members of the public for L.2.

Councilmember Castle reported speaking with the City staff for L.1 and the Mayor, staff, and members of the public for L.2.

Councilmember Waller reported speaking with staff and members of the public for both L.1 and L.2.

L. PUBLIC HEARINGS

L.1. PUBLIC HEARING TO CONSIDER THE PROPOSED ASSESSMENTS FOR THE STREET LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2026-27 ADOPT, BY TITLE ONLY, RESOLUTION NO. CC-2606-035, A RESOLUTION OF THE CITY COUNCIL OF REDONDO BEACH, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT, AND LEVYING OF THE ASSESSMENT FOR THE STREET LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT FOR THE FISCAL YEAR FROM JULY 1, 2026 TO JUNE 30, 2027

PROCEDURES:
1. Open the public hearing, take testimony and deliberate;
2. Close the public hearing; and

3. Adopt Resolution No. CC-2606-035

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

Motion by Councilmember Castle, seconded by Councilmember Waller, to open the public hearing.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

City Engineer Lauren Sablan explained that the program maintains the street light signals and landscape medians which costs about $2.7 million annually for operations and maintenance (does not include projects or upgrades); reported that $1.5 million is paid by assessments collected through the City's property tax bills from property owners and $1.2 million is typically funded by the City's General Fund; stated to increase the assessment fee would require a Prop 218 process, an Engineer's Report to determine the new assessment fee, and require the property owners to vote by majority; noted that the process would take about 12 months and about $250,000 for the Report and ballot services.

Councilmember Behrendt asked if the majority votes would be of property owners or just votes.

City Engineer Sablan replied that a majority of votes by property owners in the affirmative and it is an approval vote, not a protest vote; stated that staff's recommendation is for Council to adopt the resolution to confirm the diagram assessment report and levying of the assessment for the Street Landscaping and Lighting Assessment District for the FY 2026-27.

Mayor Light asked if anyone from the public wished to address the item.

Assistant City Clerk Kalish reported no one online and no eComments.

Motion by Councilmember Waller, seconded by Councilmember Castle, to close the public hearing.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

Motion by Councilmember Waller, seconded by Councilmember Castle, to adopt Resolution No. CC-2606-035 confirming the diagram assessment and levying of the assessment for the Street Landscaping and Lighting Assessment District for the fiscal year from July 1, 2026 to June 30, 2027.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

City Clerk Manzano read adopt by title only Resolution No. CC-2606-035.

L.2. PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2026-27 PROPOSED BUDGET AND 2027-2031 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

PROCEDURES:
1. Open the Public Hearing;
2. Discuss the Proposed Budget (with a Focus on Operations);
3. Take testimony;
4. Receive and file Budget Response Reports; and,
5. Continue the Public Hearing to June 9, 2026

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

Motion by Councilmember Castle, seconded by Councilmember Kaluderovic, to open the public hearing.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

City Manager Witzansky brought forward the City's formal hearing process for the 26-27 Proposed Budget; explained that evening's purpose was to focus on the operating side of the budget and hoped to save any questions regarding the proposed five-year CIP for next week's hearing; provided an overview of that evening's discussion which included: General Fund Summary, Decision Package Highlights, Budget Response Reports, Budget Calendar, and Recommendations; reported that they would discuss 18 of the 46 BBR's that evening, another tier would be part of next week's hearing packet, and any residual BRR's would be part of the June 16th final agenda packet for the budget; provided the same General Fund Summary with Recommendations slide shown a couple of weeks prior, recapped that the City began the process with just under $1.4 million set aside at mid-year to help balance that year's operational costs; reviewed the information on the slide; provided a slide with information on the Decision Packages, stated that the DP's are a net positive to the City and they focus mostly on revenues; provided Decision Package highlights for:

- DP #2 Parking Meter Fee increase - $2 increasing to $2.25
- DP #3 Special Event Street Use Fee – New concept for Redondo Beach, fee of $8,000 per mile pro rata
- DP #5 Community Development Fee increases – anticipates about $1 million a year in General Fund revenue
- DP #20 Police Technology, Equipment, Training – aim to fully fund the City's Drone as a First Responder Program and funding one-time training for the dept.
- DP #24 Fire coaching and wellness service – for employee health and well-being
- DP #28 Contract Building Plan Review – accelerate turnaround times for the issuance of permits; memorializes the City's anticipated revenues and expenses associated with the continuation next fiscal year
- DP #30 Waterfront/Community Services Director Reorganization – combines the Waterfront operations and the Community Services Department into one

director role; not intended to take away the Waterfront Department
- DP #32 Flexible Hiring Freeze – cornerstone to balancing the City's budget this year, approximately 5% across funds with full-time staffing, about $2.9 million in savings for the City, and avoids drawing from the Reserve Fund.

City Manager Witzansky reported there are 32 DP's in total for that evening but 46 overall DP's; asked the Council to be judicious with additional requests as staff is working through trying to complete the existing 46; reiterated that 18 DP's were in the packet that evening and going into the weekend; stated that evening was the first of the three public hearings, June 9th would be CIP, and June 16th would focus on Budget and CIP adoption, fees, and Gann Limit; noted that staff has a new format for the CIP descriptions and he would like to know what each Councilmembers' priority project is and the Mayor's; reported that Finance Director Meyer and himself met with the Budget & Finance Commission already and the Commission would be meeting again on the 11th to provide recommendations to the Mayor and Council; provided a slide with staff's Recommended Actions: 1) open public hearing, 2) conduct Operating Budget Q&A, 3) take public comment, 4) direct staff regarding any additional BRR's, and 5) continue public hearing to June 9, 2026.

Mayor Light asked if staff wanted input on the DP's and the BRR's they have gotten to date.

City Manager Witzansky replied that any Q&A related to the operating budget.

Mayor Light referenced DP #30, spoke in support of having a director over both Community Services and the Harbor but spoke in opposition of losing manpower in the W.E.D. group overall; voiced concern of further dilution of the Harbor since it is already parsed out between several different organizations; said he was supportive of it being short term but long term felt a more robust staff to handle the amount of work would be needed.

City Manager Witzansky agreed with the Mayor regarding long term goals; stated that the Harbor Uplands and Tidelands Funds are under some level of distress but staff's proposed budget should provide structural balance next fiscal year for the Tidelands and, with the City's DPs, the Uplands will be close to balance next fiscal year on an actualized basis; reported that the City has part-time staffing to help in the Waterfront next fiscal year.

Mayor Light stated that he is supportive as long as it is clearly stated that it is a temporary reduction so future Councils would understand it was meant to be temporary due to budget constraint; referenced DP #32 and voiced support of the flexible hiring freeze but reported no listing was given and they should know what positions they are not hiring against in making budget determinations; highlighted that there appears to be no hiring freeze in Public Safety.

City Manager Witzansky explained that due to the hiring practices of Public Safety and the time it takes to bring new recruits in, clear background, complete academy, and pass

their field training program natural savings already occur in that department; stated that staff feel confident that their natural vacancy, attrition, and hiring practices over the course of the year will likely lead to about $2.9 million savings but the intention is for himself and Director Meyer to look at projections on a monthly or quarterly basis to see if they are more occupied than needed; noted they may have to be firmer on authorizing recruitments and vice versa; explained the with DP #32 Council is authorizing staff to make sure that they are monitoring the number and acting against that number and being opportunistic with the savings as they arise.

Mayor Light asked the City Manager if they could be more specific on which vacancies they are targeting because it is shown as just a Labor Category.

City Manager Witzansky replied that the short answer is anything that is vacant currently that does not have a hiring lag is likely to remain vacant until they are certain they will achieve the $2.9 million goal.

Discussion followed regarding needing more clarity in the BRRs, what positions are currently frozen, and which they will actively fill over the course of the fiscal year.

City Manager Witzansky replied that he could produce a list of the frozen positions if Council approves DP #32.

Mayor Light explained that he has concerns with the charges to the Harbor Tidelands and Uplands with respect to four positions that are listed because he was told by the City Manager that they are funded to three but it clearly says four; reported that one of the responses for the BRR says there is 2.5 for each of the Tidelands and the Uplands which indicates five; said he didn't observe four FTE and was not sure if there was even three and stated if they are intending to staff people at the Harbor he wants to make sure the City isn't charging the Harbor for hours on people that aren't actually doing work at the Harbor, but doing work elsewhere in the City because the Harbor budget is so tight.

City Manager Witzansky explained currently the organizational structure shows four dedicated to the Marine Enforcement Unit: one for sergeant and three officers, and one of the officer positions is vacant; explained further that if he went to the RBPD's overall vacancy of five, one of the five vacant officer positions is assigned to the Marine Enforcement Unit; stated what is currently expected to be charged to the Uplands and Tidelands are the three filled positions over the course of the fiscal year and they are not setting an allocation against the funds based on the organization structure but the actual positions that are filled.

Mayor Light referenced BRR #32, Harbor Tidelands Fund, Spending by Department and Type, the Proposed Budget for 26-27 says 2.5 personnel from PD are charged and the budgeted amount (if approved) would increase the budget substantially from the current budget; provided examples of his concern and said if they approve the BRR then they would be increasing the budget.

Finance Director Meyer asked for clarification on what two pieces of data the Mayor is referring to.
Discussion followed to clarify which pages and sections the Mayor was referring to regarding BRR #32.

Mayor Light stated he was looking at page 238, the Harbor Tidelands and Uplands for PD.

Finance Director Meyer, in response to the Mayor's question, stated that the numbers in the budget and BRR should match exactly and would look at it in detail to find out why they do not match and provide an explanation.

City Manager Witzansky asked Lina Carrillo, PD's Senior Management Analyst, and RBPD Chief Sprengel to come to the podium to answer what civilian positions are assigned to the Uplands entitlements.

Senior Mgmt. Analyst Hashmi responded that a Jailer position is assigned, and it is not currently filled.

City Manager Witzansky stated that is the difference; explained what they are seeing in the BRR is they have half a Jailer assigned to the Uplands and half a Jailer assigned to the Tidelands but currently that position is vacant so the City is not charging for that position from the two funds; stated that is where the 2.5 comes from, it's an aggregate number of FTEs, and that's the charge.

Mayor Light reported that the dollar amount under Police Department under attachment 1 to the BRR says it is $596,000 for Tidelands and Uplands but under Harbor it only says $470,000.

More discussion followed. Mayor Light supported Finance Director Meyer researching it.

Finance Director Meyer pointed out that the CIP Manager said the issue could be that he was looking at just one division of the PD versus the entire department; noted that page 238 had just one division.

More discussion followed. Mayor Light commented they should discuss it offline, so they don't tie up the meeting.

City Manager Witzansky stated one important point is there is budgeted and then there is actual expending so if the positions are not filled, actual spending in those two funds will not occur; explained further that there is not an automatic withdrawal from the fund just because the FTEs are assigned budgetarily to those locations.

Mayor Light referenced BRR #8 regarding the proposed fee to charge per mile for street usage and asked about exemptions for special events, used the example of the NRB Farmers Market.

City Manager Witzansky responded that currently the NRB Farmers Market is exempt from all City fees through November with the pilot program; offered options for the Mayor and Council to consider: 1) wait until the conclusion of the pilot program, assess the status of the program, and then determine if the City is going to continue the fee waiver at that time, 2) preemptively identify now the fee waiver as part of the Signature Event subsidy list, or 3) tailor the new fee to periodic events rather than recurring events in order to narrow the fee's scope and Special Events imply a one-off category; spoke of the NRB Farmers Market currently operating under a Special Event Permit but, at the conclusion of the pilot program, change it to pay an annualized license for the activity as a programmatic event, not a Special Event, and would not be subject to the Special Event Street Closure Fee.

More discussion followed.

Mayor Light voiced concern that the new Street Closure Fee would negatively affect the events that benefit the local community, have been long existing, and have become a tradition for Redondo Beach's community.

City Manager Witzansky stated that the event program allows the Mayor and Council to decide which events fall into the Special Event or programmatic event category, they would list which events are covered under subsidy and at what amount.

Discussion followed.

Mayor Light stated that he is supportive of the fee and supportive of not renting out the City's roads every day or every weekend but voiced concern that some of the City's long-standing events may fold up and go away based on the fee.

Councilmember Castle asked if the City could waive a fee like they waive business license fees.

City Manager Witzansky responded that business license fees are procedural in the municipal code for business licenses; reported the way to waive the Street Closure Fee is by Council action.

More discussion followed.

Mayor Light voiced concern that there isn't enough time before they publish the budget to meet and assess each of the special events; stated they could just wait to see if the event will go away before they decide if the City will waive it.

City Manager Witzansky explained if the event were to be charged, the fee would have the opportunity to pass the fee onto its participants, revenue is generated on City streets (which they don't currently have); noted that it is the Council's prerogative to decide if the City does not share in that revenue because they view it as providing an intrinsic value to

the community.

Councilmember Waller stated, as he understands it, Council needs to make a decision whether the City is going to have the fee, then create a subsidy for the local events they want to retain, or if they are going to have a different structure; said, as he sees it, staff is trying to create a fee that is simple and, if the Council wants to subsidize an event, then Council will need to create a subsidy that covers the new fee; asked if the Council needs to choose the subsidy amounts now or if that could be later.

City Manager Witzansky stated they would need to choose the subsidy amounts that evening but could decide to waive a fee later based on an individualized basis; stressed that creating a subsidy against anticipated revenue or reimbursement for cost needs to be established that evening under a 4/5ths action.

Mayor Light asked to clarify that they could waive the fee.

City Manager Witzansky used the NRB Farmers Market as an example of how the City waived all fees through the pilot program but noted it had no new cost to the City and could do it without a 4/5ths budget modification; stated if Council wants to subsidize an activity that has costs associated with it, then that would be a budget modification and requires 4/5ths action; stated if Council decides to waive a fee for planned revenue they have the capacity to do it because they don't need an appropriation with fee waivers so they can do that later; opined that he thought the appropriate time to think about it as a policy is that evening.

More discussion followed.

City Manager Witzansky recommended Council make some estimates against how much subsidy they would like to provide to the event/activity; stated the important analysis is to look at each of the events to determine if they warrant the waiver.

Councilmember Waller commented that he understood how the City came up with the number but it looks too high.

City Manager Witzansky stated that Council needs to think about it from an impact standpoint; explained that a planned, weekly event, such as a farmers' market that has the support of the community, is different than the impact on a community from a one-off special occurrence, such as the Super Bowl 10K.

Councilmember Waller asked if Council could get the estimated fee for the various items on BRR #8.

City Manager Witzansky stated he could get the estimates of those items or the anticipated fees associated with the City's known events; noted that staff could create a BRR 8B and the original BRR #8 will be BRR 8A; reported that 8B would endeavor to provide an estimated fee for the City's known events that have street usage or utilization;

suggested the NRB Farmers Market be memorialized through a formal license going forward since it has shown great success; recommended that Council engage in a Street License Agreement that memorializes the event and no longer treat it as a Special Event, but as a program in the community and it would avoid that particular line item.

Councilmember Castle stated they might want to do it for all the other farmers' markets in the City.

City Manager Witzansky stated not for the City's own farmers' market but for the NRB Farmers Market and the Village.

Councilmember Behrendt noted that the City is in a serious situation with the budget and as much as he loves the City's events and would love to cut a check for all the events, but he is reluctant to do that because the City does not have the money this year; reported speaking to staff about the impacts the events have on staff and on the neighborhoods; spoke favorably about the events and the organizers but noted that the City isn't in the situation to subsidize every event, especially not to the maximum; commented on the increase in rates to participants and vendors being minimal and questioned how many events the City could have; supported striking a balance between the exclusive use revenue and subsidy amounts; suggested they review on a case by case basis charity events but supported including the revenue for the City.

Mayor Light commented that he did not want to turn into a community that could only support the larger events, such as Nike, and not continue the local events due to the fees they charge; suggested they pick which Signature Events they want to fund; referenced BRR #9 and stated he would like to see each budget for Seaside Lagoon, RBPAC, and for the Harbor Tidelands and Uplands versus a BRR; said the BRR only has the revenue side and would prefer to see the cost side as well; noted that it is tough for them to reconcile it with the current process.

City Manager Witzansky stated that the BRRs for the cost centers that are of interest to the Council are meant to show expenditures against revenues; stated that staff could update the BRR associated with each cost center, such as the RBPAC, to show the cost.

Mayor Light commented that he didn't necessarily need it for this year but wanted it for future budgets.

City Manager Witzansky explained why the Mayor's request would be difficult by stating the financials make a lot of assumptions and they don't provide an opportunity to really provide explanation; used the Harbor Uplands and Tidelands BRR as an example to look at.

More discussion followed.

City Manager Witzansky reported that staff decided the mini financials were too abbreviated to be helpful.

Mayor Light stated what he doesn't want is for the Council to forget they asked for the BRR.

More discussion followed regarding recurring BRRs.

Mayor Light referenced BRR #26; commented that he thought Ron Maroko and other residents were willing to do the cost side of things except the application fee; noted the CEQA should just be for Wilderness Park and they can say they will not affect the concrete pads.

City Manager Witzansky recapped BRR #26 is regarding the process, cost, impact, and benefit of obtaining state or federal historic status for Wilderness Park; asked Community Development Director Marc Wiener to speak on it.

Community Development Director Wiener explained that the application would not have much cost associated with it but they would probably need a few thousand dollars to hire a consultant to assist them with the application; noted that the state may also accept staff preparing the write up; stated that the long term implications would be that any future modifications to the park would need to go through a legal historic review process.

Mayor Light commented that they have made a historic landmark, but it has not prevented the City from doing anything at the location.

Discussion followed regarding the types of modifications that might be made in the future.

City Manager Witzansky asked the Mayor what his goal was for Wilderness Park.

Mayor Light responded just to have it noted as a historic place in the City; noted that the concrete pads are the only undisturbed historic uses, everything else is gone, but it was turned over to the City that way and he doesn't see the City modifying the concrete pads in the future; stated, if they do want to modify them, they should go through the historic analysis.

Councilmember Castle asked staff if what Director Wiener was saying is that all the existing buildings and infrastructure in the park would be deemed historic so that any changes would need to go through the historic review process.

Community Development Director Wiener responded not necessarily and it is in the report provided; explained the nomination process, opined that the City would probably not be limited to making future alterations to the park, but if the City should decide to build a new structure on the park or a significant modification it would have to go through the historic review process.

Mayor Light suggested it be put on as a Consent Calendar Item for the Commission.

Community Development Director Wiener stated a primary benefit is it would be on the State Register if the State decides to accept the nomination and approve it.
More discussion followed.

Councilmember Behrendt agreed with the Mayor and asked how else they could recognize Wilderness Park short of putting it on the California Register; asked if it includes the entire park or just the concrete pads; explained why he is asking the question and asked if staff could clarify if changes could be made if the park is put on the California Register of Historic Resources.

Community Development Director Wiener stated if the park is on the State Register it will be subject to CEQA and could affect a future project; stated that an alternative to nominating it for the State Register would be to landmark Wilderness Park locally which would still make them eligible for the Mills Act, a plaque can be created, and it would get the recognition; noted the benefits of locally landmarking would be the City has additional controls over the future status of the park and it would not necessarily be subject to CEQA for future projects.

Councilmember Waller referenced DP #2 regarding parking meters; reported that the DP reports the revenue will raise by $340,000 per year but when he looked at page 105 of the budget the projected does not match.

City Manager Witzansky explained that what he looked at was core revenues and expenses before Decision Package since it doesn't assume Council approval; provided more explanation.

Councilmember Waller asked if all the parking revenue was generated from the $0.25 increase.

City Manager Witzansky responded that it comes from permits as well.

Councilmember Castle asked for more clarification regarding the reorganization with the W.E.D. Department and the Community Development Department as well as the BRR for the Senior Analyst to support the group.

City Manager Witzansky reported that the Economic Development component of the Waterfront Department is proposed for transfer to the Community Development team and Director Wiener; noted that staff from the City Manager's office may also lend support to the Economic Development functions; stated that the goal is to alleviate the Waterfront to allow them to focus on Waterfront properties and operations; stressed that the Waterfront Department will remain and be improved through the reorganization; stated that the Senior Management Analyst being proposed should help with special event coordination, which has historically been the strain between the two departments.

Councilmember Kaluderovic referenced DP #13 regarding the scheduled vehicle replacement; requested that past year expenditures in vehicle replacement would be

helpful and give Council a good purview.

City Manager Witzansky said he would make sure the BRR has some historic expense; stated that he and Public Works Director Winje have discussed a doing broad programmatic review of the City's vehicle replacement cycling by unit and type; noted that the schedule has not been evaluated holistically for many years and staff will bring it back as a policy decision to the Mayor and Council.

Councilmember Kaluderovic referenced DP #4 regarding increases for covering affordable housing, applications, and income certification fees; asked if the increases are HUD approved.

Community Services Director Hause stated she wanted to make it clear that the increases are only related to affordable housing fees and work that staff has undertaken or a consultant has taken on behalf of staff; stressed that it is completely separate from Section 8 and completely separate from the City's voucher program; stated they are just bringing the fees up to market rate.

Discussion followed that it is to effectively to charge developers and applicants of the projects since they have not assessed the fees in a long time.

Councilmember Kaluderovic asked how it would be applied to existing affordable units in the City.

Community Services Director Hause responded that existing units require ongoing monitoring, currently the City is just paying for it because they are not recouping enough of the cost, so they will apply it to the consultant that they pay to do the monitoring and staff's time for other administrative duties related to affordable housing.

More discussion followed.

Councilmember Kaluderovic stated her purpose for mentioning it is because there is opportunity to increase some of the historic affordable housing stock for rent; suggested collaborating with the COG to inventory the units using Measure A LACAHSA funds.

Discussion followed regarding the tracking of affordable housing rentals.

Councilmember Kaluderovic asked if there was admin attached to the Foster Youth Vouchers.

Community Services Director Hause replied yes.

Councilmember Kaluderovic asked if the $2 increase for the part-time RBPAC salary is enough.

Community Services Director Hause said it brings them to market rate and is good for

what is needed.

Mayor Light asked if the City has a sinking fund for their buildings and facilities for maintenance and investment.

City Manager Witzansky replied that the City has a Major Facilities Repair Fund in their ISF formula; noted that it is inadequate to cover all the City's deferred maintenance costs; explained that is one of the reasons staff have been exploring an asset management system, so they can better identify the long-term deferred maintenance costs.

Mayor Light recalled that the allocation for the Social Media position was for the Police Department but last year they discussed that the person would be available to the whole City; commented that he has seen the focus still on the Police Department and everything else as secondary; stated that all communications should be consolidated to make it more balanced.

City Manager Witzansky reported that his office has been reviewing the social media presentation and materials and Jane Chung has been in contact with their social media content creator to figure out how to balance her time.

Discussion followed.

City Manager Witzansky stated that the City will not advertise events that are not City generated or City programmed and they do not advertise partnership events with not-for-profit organizations or others that lease space from the City and it will not be on the City Calendar on the website.

More discussion followed regarding what should be posted, the issues and confusion with posting on various social media channels, and circumstances with moving budget over to social media.

City Manager Witzansky, in response to Mayor Light's comment about integrating content creation, stated integration has to happen through the Communications Team and a more concerted effort is needed by all the department representatives and he will address it since it is a staff issue; asked the Mayor to review the email he sent regarding content creation and then provide his feedback.

Mayor Light asked about moving the budget of the social media creator again to spread the content to other departments besides PD.

City Manager Witzansky said that if Council would like to see less than 50% of the content of the position dedicated to policing, and more broadly allocated, they can give him a budget direction to do so.

Mayor Light commented that other cities have a Communications Budget for all their social media and creative content, whereas Redondo Beach is fragmented and there is

a lack of integration.

More discussion followed.

City Manager Witzansky asked to see specific examples so he could look into integrating all the departments.

Mayor Light asked Director Hause about a graphic designer in her department but noted he didn't see a budget for graphic design.

Community Services Director Hause reported that her department has over 200 part-timers and they have evolved, two of them to be more graphic design oriented but they fall under the Department's part-time positions.

Councilmember Kaluderovic brought up that the teens at the Teen Center also post weekly updates and that it is not on the City page as another example of departments creating their own content.

More discussion followed.

Councilmember Behrendt stated that he knows staff is working on options to figure out a centralized location on the City website; suggested they leave it up to staff to capture the input from that evening's discussion; commented that he noticed a lot of non-PD information provided by the Social Media Coordinator and listed a number of events; noted that there is a single resource and they did receive an email that laid out statistics which were helpful; asked if staff could figure out the best way to make it all available in one location.

City Manager Witzansky stated if centralized coordination and events is important to Council then staff will make it a priority to find a way to resolve and he didn't think budget action was needed for it.

Mayor Light recalled that last year they spoke about budget related to training for program management and contract management along with best practices in doing it effectively; stated that is has been removed from the current training and it is not on the budget.

City Manager Witzansky reported that they are building it into their natural follow up process and their next goal is to tackle the RFB (Request for Bid) template; provided details on what the staff has been doing to achieve their goals; reported that they don't have a dedicated one-time appropriation for it so they are doing it with in-house resources and seeking some supplemental assistance where available.

Mayor Light voiced concern that the City is lacking in discipline in both acquisition contracts management and project management due to never being trained on how to do it; stated that he has seen instances where something should have been caught, things that can't be fixed due to the contract not being written correctly, or where RFP's weren't

written right for the deliverables, and that projects are continually over budget but not publicly traceable; said more discipline is needed in the CIP and the lack of discipline, visibility, and transparency is leading to distrust and lack of confidence; voiced more concern that internal resources can't be relied on and that there isn't budget allocated to it which will impact future budgets until they get the discipline and best practices in place they will continue to make errors.

City Manager Witzansky noted that the CIP is a budget document and not a real time project management tracking document; stated that staff will try to ensure that the 10-15 projects they anticipate executing in the next fiscal year have specific dates.

Discussion followed.

Mayor Light stated that there is no real tracking when project costs go up and no way to see the change order.

City Manager Witzansky stated that the Mayor and Council get the full reconciliation when they approve and accept the project as complete and they get tracking in the Administrative Reports.

Mayor Light stated they should get proactive understanding when a project is in trouble and they need more visibility for the public and Council on the projects.

Motion by Councilmember Behrendt, seconded by Councilmember Kaluderovic, to take a six-minute break at 8:54 p.m.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

RECONVENE FROM BREAK – 9:07 P.M.

ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Behrendt, Mayor Light
Councilmembers Absent:	Obagi
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Derek Kalish, Assistant City Clerk

Mayor Light continued back to L.2 and invited public comment.

Don Ford, Chairman of the Board of Directors for the Redondo Beach Chamber of Commerce, spoke of the long-standing partnership they have had with the City in regard to the Super Bowl 10K; stated they have made efforts to reduce expenses where they

could, had a successful event that year with 5,800 runners, and they were able to make money to support the functions of their Chamber; explained that the Chamber relies on the Superbowl 10K to fund their scholarship programs, outreach, and networking; stated the problem they are having is the cost of everything is going up but the revenue they generate does not; noted that if the City charges for street use it will cost them about $24,000 more to run the event; asked the Council to consider giving them a waiver for the event, suggested carving out an exception for non-profits, and requested a better subsidy in order to continue the event.

Councilmember Kaluderovic asked Don Ford if the Chamber raised the price for the event last year.

Don Ford replied that they raise the price two years ago (2025) and lost several hundred runners as a result but increased the number of runners this year.

Lina Carrillo, President of the Professional Supervisory Association (PSA), stated she was there to speak on the Proposed 26-27 Budget and BRR #11 under AB2561; explained that the PSA group is comprised of mid-level managers, supervisors, and professional staff such as engineers, planners, and analysts; reported that, out of the eight groups listed in BRR #11, RBPSA has the highest vacancy percentage at 14.4; commented that PSA is the only employee group the City has made no progress improving and that the City has difficulty recruiting and retaining the professional level employees; stated with DP #32 remaining RBPSA employees will most likely have to take on additional work to make up for extended vacancies; stated that PSA salary ranges are below market, they received the lowest salary increase of the four bargaining units in the last round of MOU negotiations three years ago, and four sets of employee MOU's expire in December but the proposed budget makes no mention of upcoming negotiations; stated that employees are concerned about the City negotiating in good faith when the one document that is meant to address all priorities for the upcoming year makes zero mention of required employee contract negotiations; hoped that the City is appropriately planning for any potential salary adjustments and have recommended that the City have its consultant update the compensation study from three years ago; reported that PSA is prepared to begin negotiations as soon as next month to give everyone adequate time for discussions before the end of December; reported that page 37 of the Proposed Budget states that the Mayor and Council believe that the employees are the City's most valuable asset.

Mayor Light asked the City Manager if the budget accounts for anticipated pay increases this year.

City Manager Witzansky responded that the budget included contractual and scheduled increases but not negotiations.

Mickey Johnson, President of the NRBBA, stated that North Redondo has untapped potential but investment and more partnership is missing; reported that NRBBA has formed a dedicated economic development task force staffed by their members with a

lot of expertise in commercial real estate and economic development and they want to become a resource for the Council and staff for economic revitalization in North Redondo; stated that immediate work could be done on aesthetic improvement and business owners have indicated that they want to paint murals, refresh facades, and invest in their storefronts; noted that the Storefront Improvement Program Funding has not been touched since 2017 and opined that it is time to bring that program back; reported that the $60,000 program is only 0.05% of the entire $130 million General Fund; stated that NRBBA is ready and organized and asked that when they build the budget they consider North Redondo as an opportunity; stated that she supports the views of the Mayor regarding social media and it must be centralized but they need to leave the Police Department alone since they have over 30,000 followers and do a great job.

Mara Santos stated she came there to ask for their consideration to increase the fee waiver for the Super Bowl 10K; noted that the safety measures have doubled the cost of the event and they are concerned with the new proposed Usage of Street Fees; thanked the Mayor for opening up the conversation and thanked Councilmember Behrendt for his support as well; voiced concern that they may not be able to continue they event; suggested that they grandfather an exemption for all of the local non-profits that really support the community.

Mark Hansen, King Harbor boater and member of the Chamber Board of Directors, asked to submit materials relative to the budget that evening.

Motion by Councilmember Waller, seconded by Councilmember Castle, to receive and file.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

Mark Hansen noted that he participates in various organizations for the City and that in the past the City has tried to raise fees but have given waivers to match what they are paying so they could continue the good things the organizations do for the City; listed out various contributions the Chamber of Commerce provides to the City; referenced DP #30 regarding the reorganization of the Waterfront Director and creating the new position of Waterfront Properties and Community Services Director position and voiced concern that after talking to Community Services Director Hause, the City Manager, and Councilmember Castle he is still confused about the intent; stated he would defer to the Mayor since the Mayor is always looking out for the Harbor.

Mark Nelson (via Zoom) commented that in the spirit of help the City needs to measure to improve and they came in 100% late on their time budget for their break; stated that he is going to briefly describe the two BRR mockups he sent in which are for the 500-600 Prospect and Paulina: 1) is the safety and sound wall, and 2) is the is three sinusoidal speed tables on Big Prospect; asked that they do the Obagi-esk move and put them in a $0 so that they get carried in the budget and also so they have the opportunity to by having them in the budget to seek grants or get BCHD or Sunrise to

provide funding as part of their development; reported that he is transitioning out of the advocacy role and moving over to pure testimony and expert witness; stated he is putting together a QALY and the VSL's so that he can monetize with great specificity the damages from the noise and the emissions and other impacts of the roadway along with the lack of having a sound and safety wall and the high speeds; reiterated that he provided mockups in the Blue Folder for the projects; noted that the neighborhood has waited a long time and they are absorbing monetary damages and it is time the get protection from the City.

Darryl Boyd (via Zoom), District 3, addressed Councilmember Kaluderovic, noted she is working on a real estate project with the City of Hawthorne yet the residents of 500 to 600 North Prospect Ave. are still waiting to hear from her regarding the Prospect Ave. median and provide remedy to clear public safety and noise nuisances for that neighborhood; noted that she has chosen to work on special interests but that was not what she was elected for and the residents need her support and acknowledge their BRR for completion of the North Prospect Ave. median in this budget cycle; stressed that she is supposed to represent District 3 which encompasses the Beryl Height community; urged Councilmember Kaluderovic to stop ignoring them and stated that the residents are still wondering what happened to the 30 trees for the North Prospect Ave. Median Project; stated that the 34 was myrtles planted are dying and they need to be replaced and urged her to help them.

City Clerk Manzano reported no more speakers on Zoom and they have two opposed and one neutral eComments.

Mayor Light commented that it is an interesting tactic for the public to berate the Council to get them to allocate money.

Councilmember Behrendt asked if he could address an issue before they conclude; provided a draft proposed budget motion, noted that they did one last year as a point of reference; noted that the City does not have any money to spend; stated that the motion is to receive the input from Councilmember Obagi, approved all the Decision Packages in the Five-Year CIP, and adopt BRR 1 and possibly 1A; stated for the remaining three items, which would be allocated from the Subdivision Trust Funds,: 1) Quimby Funds, 2) Aviation Pickleball automated booking system and nighttime lighting, and 3) the park fencing with the green vinyl coated fencing recommended by Public Works; reported that the last item is $35,000 (from the Subdivision Trust Fund) for new replacement parts for regional parks with the goal to make it quicker to obtain replacement parts; stated that he would send it to City Clerk Manzano and her staff to circulate; spoke of the "wish list" and understood that it would not be funded this year but wanted to review the list, which included:

- BRR #29 Re-branding of RBPD vehicles with the new logo – not a priority
- BRR #38 RBPAC panel replacement with the new logo - $1,300 – low amount

Councilmember Behrendt stated they are unfunded wish list items that they thought

would be helpful to circulate.

Mayor Light asked if it could be placed on an Excel spreadsheet for others to add.

City Attorney Ford stated as long as no edits are shared.

Councilmember Behrendt requested a new BRR on behalf of himself and Councilmember Obagi, using supplemental money, to include the new City logo on Artesia landmark signs on the west and east sides of the Blvd.

Discussion followed that landmark signs were already included on BRR #35 for monument signs to be converted using the existing structure.

Councilmember Behrendt requested a BRR for the expansion joint on the pickleball court at Dale Page Park.

City Manager Witzansky stated staff could look into it without additional cost.

Mayor Light requested a BRR for funding maintenance at the new park along Herondo.

City Manager Witzansky confirmed that they will use existing resources to do it.

Mayor Light stated it does not need to be a BRR if they are using existing budget but stressed it cannot go unmaintained until next fiscal year.

Councilmember Castle requested a BRR to hire either an independent financial consultant or auditor to review the City's Waterfront leases on a recovery basis to make sure they are getting all the correct revenue; noted it would be cost neutral to the budget.

City Manager Witzansky stated they will call it Recovery Options Cost.

Motion by Councilmember Castle, seconded by Councilmember Waller, to continue the public hearing to June 9, 2026.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

O. CITY MANAGER ITEMS - None

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION

APPOINTING A NEW MAYOR PRO TEM, DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY FOR FISCAL YEAR 2026-2027 COMMENCING JULY 1, 2026 AND APPOINTING A CITY REPRESENTATIVE FOR THE LA COUNTY SANITATION MEETING FOR JUNE 3, 2026

ADOPT BY TITLE ONLY RESOLUTION CC-2606-036, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPOINTING A NEW MAYOR PRO TEM, DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY FOR A TERM COMMENCING JULY 1, 2026 AND EXPIRING ON JUNE 30, 2027 AND APPOINTING A CITY REPRESENTATIVE FOR THE LA COUNTY SANITATION MEETING FOR JUNE 3, 2026

CONTACT: ELEANOR MANZANO, CITY CLERK

Mayor Light explained that normal rotation would have Councilmember Obagi as Mayor Pro Tem but he has requested to pass his rotation and based on that the next person would be Councilmember Waller; suggested Councilmember Waller be the nomination as the next Mayor Pro Tem.

Councilmember Castle nominated Councilmember Waller for Mayor Pro Tem.

Councilmember Behrendt supported the nomination; noted that there is also a resolution with Councilmember Waller's name on it which also needs to be executed asap for a meeting the following day.

Some discussion followed regarding the reason for the rotation being 1,2,3,5,4. City Clerk Manzano stated it is due to the election.

Mayor Light invited public comment.

City Clerk Manzano reported no one online and no eComments.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

Mayor Light asked if anyone wanted to be removed as a delegate or alternate; noted that Councilmember Obagi asked to step down from the lead for SB COG and reported that the agenda is not correct; stated that Councilmember Waller should have been listed as the alternate and will become the primary.

Discussion followed that the change should have been in the Blue Folder.

Mayor Light confirmed that Councilmember Waller would be the delegate and Councilmember Obagi would be the alternate.

Councilmember Behrendt reported that after his two years on the Academic Economic

Development Subcommittee he will step down to give others an opportunity to participate.

Motion by Councilmember Castle, seconded by Councilmember Waller, to approve the Board and Agency Delegates and Alternates as listed with the change from Chadwick Castle on the SB COG to Brad Waller.

City Clerk Manzano reported no one online and no eComments.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

City Clerk Manzano read adopt by title only Resolution No. CC-2606-036.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Motion by Councilmember Behrendt, seconded by Councilmember Castle, to have the Cultural Arts Commission explore potential marine life mosaics on the break wall cap along Mole D.

Mayor Light asked about the funding for the project; noted that if it is not budgeted it will not happen.

City Manager Witzansky responded that the CAC could scope the project, then they could identify the costs, and bring it back to Council.

More discussion followed.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

R. RECESS TO CLOSED SESSION

R.1. 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:
Joseph Rangel v. City of Redondo Beach
WCAB No: Unassigned

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
Luke Smude, Assistant to the City Manager
Katherine Buck, Acting Waterfront & Economic Development Director
Jon Goetz, Redwood Public Law

PROPERTY:
123 International Boardwalk, Redondo Beach, CA 90277
(a portion of APN: 7505-002-908)

NEGOTIATING PARTIES:
Raman Walia, Multiverse Platforms - Level Up Bowl & Bistro

UNDER NEGOTIATION:
Lease Status, Price, and Terms

R.3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Katherine Buck, Acting Waterfront & Economic Development Director
Luke Smude, Assistant to the City Manager
Jon Goetz, Redwood Public Law

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

NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:
Price and Terms

S. RECONVENE TO OPEN SESSION – None

T. ADJOURNMENT – 9:48 P.M.

Motion by Councilmember Castle, seconded by Councilmember Kaluderovic, to adjourn the meeting at 9:48 p.m.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

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, June 9, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

All written comments submitted via eComment are included in the record and available for public review on the City website.

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk

Minutes
Redondo Beach City Council
Tuesday, June 9, 2026
Closed Session – Adjourned Regular Meeting 4:30 p.m.
Open Session – Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

An Adjourned Regular Meeting of the Redondo Beach City Council was called to order at 4:30 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Mike Witzansky, City Manager Joy Ford, City Attorney Derek Kalish, Assistant City Clerk Emily Bodkin, Administrative Specialist/Liaison

C. SALUTE TO THE FLAG AND INVOCATION - None

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS - None

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

Assistant City Clerk Kalish reported no one online and no eComments.

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
Luke Smude, Assistant to the City Manager
Jon Goetz, Redwood Public Law

PROPERTY:

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

NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:
Price and Terms

Assistant City Clerk Kalish read titles to be discussed at Closed Session.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Assistant City Attorney Cheryl Park, and Assistant to the City Manager Luke Smude.

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to recess to Closed Session at 4:33 p.m.

Motion carried 5-0 by voice vote.

G. RECONVENE TO OPEN SESSION

Mayor Light reconvened to Open Session at 6:00 p.m.

H. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	Castle
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Derek Kalish, Assistant City Clerk

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

Mayor Light moved this item to after Salute to the Flag and Invocation.

City Manager Witzansky stated that there was nothing to report.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to adjourn to the Regular Meeting.

Motion carried 5-0 by voice vote.

6:00 PM – OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:02 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Derek Kalish, Assistant City Clerk

Mayor Light moved to item D.

C. SALUTE TO THE FLAG AND INVOCATION – Mayor Light moved this before Announcements of Closed Session Items.

Mayor Light invited veterans and active-duty military to stand and be recognized for their service.

Mayor Pro Tem Waller led in the Pledge of Allegiance.

Mayor Light asked all to remain standing for a moment of silent invocation.

Mayor Light recognized he was out of order and returned to Announcements of Closed Session Items.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/AB 1234 TRAVEL

Mayor Light reported attending the SCAG and the US Council of Mayors Meeting in Long Beach; stated he participated in meetings with the Water Quality Control Board; attended a convening called by the County on Marine Mammals that week; announced a celebration for Juneteenth at the Library from 12:00 p.m. to 3:00 p.m.

Councilmember Waller reported attending as a substitute at the LA County Sanitation

District Meeting and Dine-Around-Riviera Village both on Wednesday; attended the Clean Power Alliance Board Meeting the prior week and provided a recap of that meeting; attended the California Cities Housing Community and Economic Development Policy Committee Meeting last week and noted that they had a presentation about BACA; reported that the SBCCOG Steering Committee was the day before; announced that the NRBBA will host their Rise and Shine Redondo meeting on Thursday at 7:45 a.m. at the Galleria; announced on Friday there would be another Cruzin' the Lagoon.

Councilmember Castle reported attending the Dine-Around-Riviera Village and the Redondo Beach Roundtable Luncheon; announced his Community Meeting for Saturday at Wilderness Park in the Community Room at 10:30 a.m. with guest speaker Community Services Director Hause; noted that he would be attending the Juneteenth celebration and Summer Reading Kickoff at the Library following his Community Meeting.

Councilmember Kaluderovic reported attending the Redondo Beach Roundtable Luncheon and toured Allcove with the group; announced that on June 10th at 6:00 p.m. Councilmember Behrendt and herself would be hosting a community event discussion about crossing guards at Lincoln Elementary School in the cafeteria.

Councilmember Obagi reported attending the Medal of Valor Luncheon a few weeks ago and acknowledged Officer Kyle Lofstrom for his work in the community along with all the others being honored; mentioned that the air quality of Redondo Beach is better than the South of France where he just vacationed.

Councilmember Behrendt spoke about his Pillars of Public Safety event, acknowledged Jack Meyer and his team and recognized the professionalism of the RBPD; also announced that he and Councilmember Kaluderovic would be hosting their final community event on crossing guards on Wednesday at 6:00 p.m. at Lincoln Elementary School; provided details of what would be discussed during the event.

Mayor Light reported that he is now on the Housing and Economic Development Committee and the discussion focused on the new RHNA cycle starting a year early; stated that the City will have to turn in theirs on April 30th and was told not to expect the City's RHNA to go down in the upcoming cycle; reported, during the US Council of Mayors, he attended a presentation on technology with public safety and highlighted that Redondo Beach is one of the few cities that has a drone as a First Responder; reported that the Marine Mammal convening kicked off by releasing sea lions at Dockweiler Beach.

E. APPROVE ORDER OF AGENDA

Motion by Councilmember Waller, seconded by Councilmember Castle, to approve the order of the agenda as written.

Motion carried 5-0 by voice vote.

F. AGENCY RECESS - None

G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

G.1. For Blue Folder Documents Approved at the City Council Meeting

Assistant City Clerk Kalish reported Blue Folder items for H.15, J.1, and two for L.1.

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to receive and file the Blue Folder items.

Motion carried 5-0 by voice vote.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JUNE 9, 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. APPROVE CONTRACTS UNDER $35,000:

1. **APPROVE AN AGREEMENT WITH GLICKSMAN CONSULTING LLC FOR ANNUAL ACTUARIAL STUDIES OF THE CITY'S WORKERS' COMPENSATION AND LIABILITY SELF-INSURANCE PROGRAMS FOR A TOTAL AMOUNT OF $30,000 AND THE TERM JUNE 10, 2026 TO JULY 31, 2029**

   CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

H.5. ADOPT THE 2025 INTERIM SEWER SYSTEM MANAGEMENT PLAN (SSMP) UPDATE TO MAINTAIN COMPLIANCE WITH STATE WATER RESOURCES CONTROL BOARD ORDER NO. WQ 2022-0103-DWQ AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR A COMPREHENSIVE SSMP UPDATE, SYSTEM CONDITION ASSESSMENT, AND CAPITAL IMPROVEMENT PROGRAM, FOR AN AMOUNT NOT TO EXCEED $1.8 MILLION THROUGH JUNE 1, 2029

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.6. ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2606-037, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2025-2026 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE $9,643 IN DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY (CALRECYCLE) GRANT FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.7. ACCEPT AS COMPLETE THE NORTH PIER PARKING STRUCTURE REPAIRS PROJECT, JOB NO. 70610, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER, AND AUTHORIZE RELEASE OF THE RETENTION UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED UPON THE PROJECT

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.8. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2606-038, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SENATE BILL (SB) 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.9. APPROVE AN AGREEMENT WITH REVENUE & COST SPECIALISTS, LLC TO PREPARE A COMPREHENSIVE DEVELOPMENT IMPACT FEE STUDY AND NEXUS REPORT FOR AN AMOUNT NOT TO EXCEED $52,500

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

H.10. APPROVE THE PURCHASE OF ONE 2026 FORD EXPLORER FROM OLATHE FORD SALES, INC. FOR USE BY THE ADMINISTRATION DIVISION OF THE POLICE DEPARTMENT FOR A TOTAL COST OF $58,561

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.11. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2606-039 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DECLARING THE REPLACEMENT OF EQUIPMENT AT THE CITY FUEL ISLAND PROJECT AND ONGOING MAINTENANCE SERVICES AS "MAINTENANCE" AND EXEMPTING IT FROM BIDDING REQUIRMENTS PURSUANT TO SECTIONS 19 AND 19.1(a) OF THE CITY CHARTER OF REDONDO BEACH APPROVE AN

AGREEMENT WITH SUNWEST ENGINEERING CONSTRUCTORS, INC. TO REHABILITATE THE EXISTING FUEL DISPENSING SYSTEM AT THE CITY YARD AND PROVIDE THREE YEARS OF ONGOING MAINTENANCE FOR A NOT TO EXCEED AMOUNT OF $253,405

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.12. APPROVE THE BUSINESS LICENSE TAX WAIVER APPLICATION REQUESTING AN EXEMPTION FROM COMPLIANCE WITH THE BUSINESS LICENSE TAX RATES ESTABLISHED IN REDONDO BEACH MUNICIPAL CODE SECTION 6-1.22, AS PER SECTION 6-1.08 OF THE CODE, SUBMITTED FOR THE CITY'S SUMMER READING KICKOFF AND JUNETEENTH CELEBRATION TO TAKE PLACE ON JUNE 13, 2026 AT CITY HALL

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.13. APPROVE THE PURCHASE OF ONE 2026 VERMEER BC1000XL WOOD CHIPPER FROM RDO EQUIPMENT CO. FOR USE BY THE PUBLIC WORKS DEPARTMENT USING CALRECYCLE SENATE BILL (SB) 1383 LOCAL ASSISTANCE GRANT FUNDS FOR A TOTAL OF $58,533

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.14. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2606-040, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS FOR THE POSITION OF PUBLIC WORKS ADMINISTRATIVE MANAGER

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.15. APPROVE THE LEGAL SERVICES AGREEMENT WITH MEYERS NAVE

CONTACT: JOY A. FORD, CITY ATTORNEY

H.16. AUTHORIZE THE MAYOR TO SIGN A LETTER OF OPPOSITION TO THE CALIFORNIA TWO-THIRDS VOTE REQUIREMENT FOR SPECIAL TAXES AND CHARTER CITY REAL ESTATE TRANSFER TAX PROHIBITION INITIATIVE (INITIATIVE 25-0006A1), WHICH, IF APPROVED, WOULD AMEND THE CALIFORNIA CONSTITUATION TO INCREASE THE VOTE REQURIEMENT TO APPROVE LOCAL SPECIAL TAXES AND INVALIDATE ANY PROPERTY RELATED LOCAL SPECIAL TAXES APPROVED BY LESS THAN TWO-THIRDS VOTE AUTHORIZE THE MAYOR TO SIGN A LETTER OF SUPPORT TO SENATE BILL 922, WHICH, IF APPROVED BY THE STATE, WOULD ALLOW FOR CITIES TO RECOVER STREET MAINTENANCE AND REPAIR COSTS CAUSED BY HEAVY ESSENTIAL PUBLIC SERVICE VEHICLES

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

Motion by Councilmember Waller, seconded by Councilmember Castle, to approve the Consent Calendar.

Mayor Light invited public comment.

Assistant City Clerk Kalish reported no one online.

Motion carried 5-0 by voice vote.

Assistant City Clerk Kalish read item H.6 adopt by 4/5ths vote and by title only Resolution No. CC-2606-037, item H.8 adopt by title only Resolution No. CC-2606-038, item H.11 adopt by title only Resolution No. CC-2606-039, and item H.14 adopted by title only Resolution No. CC-2606-040.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

Mayor Light informed the audience that changes to the Brown Act would take place in July, which will alter the manner in which they take public testimony, not just for non-agenda items, but on any item where public participation is involved; stated that they will need to alternate between in-person and online participation so that everyone has a fair shot to speak.

Eric Saneholtz, resident since 2005, stated he is there to discuss his bushes; reported that he received his first of several notices in late 2025 threatening legal action and monetary fines related to their professionally maintained landscaping, which has been there for decades with no issues; spoke of not receiving any warning, no discussions with the City, and no discussions with any neighbor; questioned how a complaint based on one single individual could generate actions that affect dozens of households; voiced concern that one single source could generate that disproportionate amount of activity; said the concern might be valid but requires good governance which includes visibility, context, and appropriate safeguards; stated that it has been upsetting, stressful, costly, and is causing friction in the neighborhood; stated it is reasonable to ask if additional review is warranted since dozens of residents are being impacted by the complaint of a single individual; requested Council to: 1) pause any additional enforcement actions while the broader circumstances can be examined, 2) conduct a review of the actual process in its entirety to include activity patterns originating from single individuals, and 3) revisit the code to ensure it actually continues to reflect the intent of the code and recognize practical application; asked that the City strengthen the confidence in the process, ensure that enforcement is fair, proportional, and consistent across the City.

Ron Maroko, District 3, reported that the City has about 150 historical landmarks but only three historical districts, which are all in District 2; noted that it took over 35 years to add the most recent historical district, which is in the Garnet Street area, and it should be recognized in the community; recalled that he appeared before the Council about three weeks prior to present different designs for the signs; reported that he made a sign and wanted to present it to Councilmember Castle since all three historical districts are in his District.

Motion by Councilmember Obagi, seconded by Councilmember Waller, for Councilmember Castle to receive the sign presented by Ron Maroko.

Motion carried 5-0 by voice vote.

Ron Maroko reported that it only cost $100 and if that is an issue to consider it as a donation to the City; stated that he also made a second sign and handed it to the City Manager.

Motion by Councilmember Waller, seconded by Councilmember Castle, to receive the sign handed to the City Manager.

Motion carried 5-0 by voice vote.

Hai Tran, resident of District 4 since 2015, noted that he spoke at last week's Council meeting about the stress of the hedge enforcement on the neighborhood; stated this week he wanted to focus on the complaint system that is driving the enforcement; reported that he reviewed the City's public complaint system and found of the 24 open code violations, 21 of them are related to hedges, and only one actually deals with overgrown vegetation that intrudes on the public sidewalk; commented that 80% do not pose a public safety threat and the City's Code Enforcement is focused on a single category of complaint, wasting time and resources; reported that he also reviewed the Torrance website and found that 3% of their complaints are related to hedge height because Torrance requires the complainant to identify themselves and quoted the requirement from the Torrance website; stated that the Redondo Beach system allows anonymous submissions with no limits on how many can be generated, which is forcing residents to spend thousands of dollars and destroy decades of mature landscaping without any accountability; asked that the City pause on enforcement until they have had time to review the ordinance and to reform the complaint system; recommended that the complaints be limited to immediate neighbors or from those with documented public safety concerns.

Michael Beckman, resident since 2015, said they bought their home primarily because of the landscaping; reported emailing three Councilmembers regarding the hedge notice the day before; stated that the notice of enforcement he received did not say anything about his property causing a public safety concern and said if it did he would work with the City to resolve the issue; questioned the ordinance having only a height limit and no requirement for it being a public safety nuisance; opined it goes against Redondo Beach being named a Tree City by the Arbor Foundation in 2024; requested that Council make

a referral so the matter can become a formal agenda item for a meeting in the near future and not to enforce the code until the matter is fully adjudicated.

Holly Osborne, District 5, commented that she tried to speak at the last meeting virtually but did not get the opportunity; reported that an article from the LA Times, dated June 2nd regarding green space shortage, said the average for Los Angeles County is 3.3 acres of park land per 1,000 residents and that Redondo Beach is at 1.4 acres per 1,000 residents, which puts them at the worst of all the beach cities; spoke of the senior housing complex in District 4, noted that it's a very high density but has a park next to it, and hoped that the City does not increase the FAR for school districts and take the green space away; reported that she provided a colored version of the map to show how dense that part of District 4 is and commented that it is relevant to all the residents that spoke about the hedge ordinance; opined that the residents should be rewarded for their yards and not penalized since shade is very important, especially to seniors.

Darryl Boyd (via Zoom), District 3, sympathized for the residents that spoke that evening regarding the hedge ordinance and commented that it being under the scope of public safety was a joke; spoke in defense of himself against Mayor Light's claim that he berated a certain Councilmember during last week's Council meeting; stated that Mayor Light berated the City Manager for 30 minutes in the same meeting and commented that it was hypocritical for the Mayor to judge him or make the statement; stated that the residents of 500-600 North Prospect Ave. have been marginalized for decades and they are simply asking for the City to work with them to resolve their problems; said they have asked and expect the elected representatives to do the jobs they were elected to do to protect public safety, their privacy, and their quality of life; stated that BCHD has been a terrible neighbor; stated if the District 3 Councilmember resolved problems they are having in the area the Mayor and Council would never hear from him; reported that the plan that was presented to them for the North Prospect Ave. median never happened and it was substituted for a plan the Mayor recommended, which violated the City charter; opined that the District 3 Councilmember is not doing what's best for the District and is ignoring them; stated that the neighborhood received an incomplete landscape job with no safety, privacy, or noise remediation features so they are forced to fight the Mayor and City Council.

John Perchulyn, District 1, thanked the RBPD, the California Highway Patrol, and the City staff involved in last week's illegal truck enforcement operation but stated that ,day after the enforcement, he captured about 120 tractor trailers and big box trucks crossing the intersection; requested as the City continues the current budget process to include funding for meaningful traffic calming and truck mitigation measures near stop signs, red lights, and designated school crossings.

Angela Inostroza-Hoffman, 26-year resident, stated that she lives behind Riveira Village and has always had parking issues because people don't want to pay for meters; reported that the new ordinance has made the parking issue worse; requested the Council look into solutions for the residents on Camino De La Costa.

K. EX PARTE COMMUNICATIONS

Mayor Light reported speaking with the City Manager, several department leads, and all the Councilmembers.

Councilmember Waller reported speaking to the City Manager and the Mayor.

Councilmember Castle reported speaking to the City Manager, staff, and the Mayor.

Councilmember Kaluderovic reported speaking to the Mayor, City Manager, staff, and residents.

Councilmember Obagi reported speaking to the Mayor, staff, Councilmember Behrendt, and members of the public.

Councilmember Behrendt reported speaking to the Mayor, Councilmember Obagi, staff, and members of the public.

L. PUBLIC HEARINGS

L.1. CONTINUED PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2026-27 PROPOSED BUDGET AND 2027-31 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

PROCEDURES:
a. Reconvene the Public Hearing;
b. Take testimony; c. Receive and file Budget Response Reports; and,
d. Continue the Public Hearing to June 16, 2026.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, to reopen the public hearing.

Motion carried 5-0 by voice vote.

City Manager Witzansky stated that this is the second of the three budget hearings and on June 16th they anticipate adoption of the City's budget and the City's Capital Improvement Program; noted that the Public Works Director Andy Winje, City Engineer Lauren Sablan, and Capital Improvement Projects Manager Jesse Reyes would be joining him in the presentation; reported that the agenda packet included an additional 22 BRRs, which were transmitted prior to the start of the weekend; stated that tallies up to 40 completed BRRs of the 49 questions that had been raised and the remaining nine items would be deposited as part of their agenda packet materials on Thursday; said the focus of that evening is on the CIP and that a number of changes had been made to their CIP book and explained some of the changes; reported that they are working towards a real-time reporting system and a software application that will provide more transparency for the community and the Council; stated that the Mayor and Council would have an

opportunity to reselect their priority projects as part of staff's final recommendation that evening before continuing the hearings to the 16th.

Capital Improvement Project Manager Reyes provided an overview of what the presentation would include; explained that the CIP is necessary because City infrastructure impacts quality of life, health and safety, property values, economic development, and City liability for residents, businesses, and visitors; spoke about the City's evaluation criteria for potential projects, provided a list of the criteria, and stated staff tries to ensure projects meet one or more of the criteria; provided a slide illustrating the current year CIPs by category; reported there are 108 projects for fiscal year 25-26, of which the largest percentage is on street improvements, and, as of that day, 25 CIPs have been completed; provided a slide with all the completed or substantially completed projects, highlighted the Wilderness Park Lower Pond, North Redondo Beach bikeway extension, Herondo PCH open space improvements, and the Artesia signal improvements; provided a slide with a snapshot of the last five years of the CIP Program and noted the consistency of the program in terms of number, completion, and expenditures; provided a slide showing a table of the current year CIP budget and expenditures by fund; reported that they anticipate expenditures to rise to about $16.5 million when the fiscal year closes, noted that grants alone represent about 22% of that amount, and when restrictive funds are included that percentage rises to 81% of all funding; transitioned into the recommended CIP for the next upcoming year; spoke about using a new format utilizing ClearGov software, which they will monitor and look for feedback from the Mayor and Council; reported a reduction of projects from 108 to 89, no new discretionary funds being transferred to the Capital Budget but instead relying on existing discretionary funding and outside and restricted funds, and they will focus on large facility projects such as the Fire and Police facilities; provided a summary of 26-27 CIP: $69.1 million in carryover for 79 projects, $130.3 million total recommended net appropriation, which totals $199.4 million in the City's CIP budget; reported of the 89 total projects, 79 are existing and 10 are new recommended projects; spoke of Measure FP being the lion's share of the amount with street improvements being the second largest; stated some of the highlights of the proposed fiscal year 26-27 budget are: Park Improvements, Residential Street Rehabilitation, City Facility Infrastructure, and Transportation Improvements and provided some updates for each project; provided a list of 26-27 CIP projects that are already in design or will commence design in 26-27 which total 20 projects; stated that the City has a priority focus on Seaside Lagoon due to the Olympics along with Measure FP projects; said they anticipate moving forward with the design build effort for pickleball at Aviation and the design efforts for the shooting range if they are successful with the grant application; provided a list of anticipated construction stage projects which totaled 33 and highlighted the Fulton Playfield Infiltration Project, the Franklin Park All-Inclusive Playground, the repainting of the King Harbor Gateway Sign, and the Veterans Park Historic Library upgrades; provided a list of 29 projects they anticipate to be completed from the list of 33.

Councilmember Obagi referenced the rail crossing bridge painting on Grant Ave. and stated that the thought they decided to do Artesia instead of Grant Ave.

Capital Improvement Project Manager Reyes stated Councilmember Obagi was correct and that was a typo and it should be Artesia; moved onto CIP project transparency, stated they have had a dashboard that can be accessed through a portal on the City's website under Public Works and explained how to navigate through it; reported that they have a demo set up with ClearGov in July to see how they can utilize it for a more real-time project tracking tool; noted that staff is asking Council to identify their priority project and any high visibility projects that they would like staff to provide more information on; stated that staff's recommendations for that evening are: select individual Mayor and Council priority projects, receive and file the Budget Response Reports, and continue the public hearing to June 16, 2026.

Mayor Light said he has noticed since he became Mayor three years ago that projects have been accelerated substantially and that they seem to be having a ribbon cutting at least once a month; acknowledged staff's hard work; referenced the attachment provided on the CIP project descriptions and stated that he is looking for a project schedule that provides accountability for target dates and funding associated with each project; questioned whether he could discuss BRRs.

City Manager Witzansky said the focus is CIP that evening, but the Mayor and Council are not limited to CIP and can ask questions on any part of the budget since it is a budget hearing; requested that they flush out questions regarding CIP first.

Mayor Light reported that his number one priority would be on the continuation on the Wilderness Park Master Plan.

Councilmember Obagi acknowledged staff's productivity on the CIP and stated his appreciation of all the improvements in North Redondo; provided an example using Perry Park fencing, reported that $71,866 was appropriated for it last year and it appears to be fully funded through the Subdivision Park Trust but the actual cost for the project was $250,000; offered suggestions on how to provide a better understanding of the cost of the total project so Councilmembers know how much they need to appropriate to get them closer to the goal.

City Manager Witzansky added that providing some historical context would help, providing their best guess estimate at the time is needed, and they need to help the public understand that they are not holding themselves accountable for a planning level estimate at the time of funding appropriation; noted the differences between BRRs and estimates and that staff does need to work into the document details to help articulate the differences between stages of the project.

Councilmember Obagi encouraged all the Councilmembers to share feedback on what they hope to fund and how they intend to raise revenue; reported that he and Councilmember Behrendt came up with a draft budget motion and they are happy to share it and receive feedback; noted that he is joining with Councilmember Behrendt to make their priority project Aviation Pickleball.

Councilmember Behrendt reported that his priority project is also the Aviation Pickleball; also acknowledged the hyper productivity of staff on all the projects; spoke positively about the progress of the Aviation Pickleball Facility and the CIP project transparency site; suggested that a comprehensive action plan for the Aviation Pickleball Facility to address: 1) site analysis, 2) court layout and phasing plan, 3) phase, scope, and cost table, 4) procurement recommendation and feasibility of commencing construction early 2027, and 5) funding adequacy assessment or revised cost estimate and available sources for additional funding; asked about court operations and access plan, outreach, and any environmental screening if needed.

City Manager Witzansky confirmed that a lot of what Councilmember Behrendt listed is currently underway; noted that the geotechnical and survey work has started and they have selected a Park Architectural firm to support the preparation of the RFP.

Mayor Light reported that a very detailed letter was submitted regarding pickleball design and confirmed that staff received the letter.

City Manager Witzansky reported that it had been received but they have not been able to thoroughly review it yet.

Councilmember Kaluderovic asked if staff explore the Public Private Partnership model that was referred.

City Manager Witzansky replied that staff is still exploring options but think they will likely choose the Design Build model to construct the courts.

Discussion followed.

Councilmember Obagi stated the reason they have designated the pickleball courts as a priority is because the four courts at Alta Vista have generated $50,000 and they anticipate $100,000 could be generated at Aviation with eight courts.

Mayor Light confirmed that City Manager Witzansky's priority project is Seaside Lagoon.

City Manager Witzansky agreed and noted it must get done.

Councilmember Waller stated that his number one priority project is the Riveira Village Project; provided a list of other projects he would like to see get done: Redondo Beach Blvd., Grant/Ripley Active Transportation bike path, the MAT project, trash can replacement, and EV charging infrastructure.

Councilmember Castle listed his number one priority is Seaside Lagoon and noted the reasons for that choice; thanked staff for the completion of the renovations at the north garage and the Fun Factory space; asked staff how much of the initial funding for the projects needs to come from the General Fund.

City Manager Witzansky noted that $36 million of grant funding was in the carryover side alone and that the City is fortunate that the team constantly procures grants through a variety of Measure M categories and transportation restricted categories; reported that what they are seeing in the book are discretionary for carryover appropriations made over the past few years under different budget motions; said he didn't think they had any newly appropriated or recommended funding except for the money they advanced for the gun range application.

Councilmember Kaluderovic stated that her top priority project is Dominguez Park and pointed out that the CIP has two different projects in it but they are similar projects both regarding the stabilization of the landfill.

City Manager Witzansky stated that they can't do the park hillside stabilization until they complete the LEA work; reported that they are identifying them as separate efforts so they can track the LEA specific activity and understand that impact and it also lends itself to a different funding source.

Capital Improvement Project Manager Reyes mentioned that staff have a task order with one of their on-calls for the stabilization, so they are working on the design.

Discussion followed.

Mayor Light asked City Manager Witzansky when they would hear from the Budget & Finance Commission.

City Manager Witzansky reported that they will meet on Thursday and the Mayor and Council should receive their recommendations as it pertains to the budget as an attachment either next weekend or sooner.

Mayor Light referenced BRR #6 regarding PD tech platform and he noticed there's Zencity polling software listed; wondered if that could be used for the whole City and said he could wait for an answer on that; referenced BRR #39 regarding self-insured retention limit and confirmed that was already done; referenced BRR #41 regarding an extra attendant at Wilderness Park and stated he isn't satisfied with the answer given, said his main concern is protecting the park from vandals and damage; noted that the park is 11 acres so one attendant would not be able to handle that task.

Councilmember Obagi suggested they put some type of technology in place to monitor that type of behavior.

Mayor Light said he would work with Community Services Director Hause on possible solutions; referenced the closures for the Farmers Market and wondered why they couldn't use the barriers the City had already bought for street closures.

City Manager Witzansky reported that the reason they can't use them is due to the deployment associated with the setup and the teardown, they don't have the resources

and expenses to cover it.

More discussion followed.

Mayor Light referenced the scheduled vehicle replacement, the projected increases in revenue, cost cutting with open positions, and asked if there was any way to defer some of it to create a reserve for the City just in case.

City Manager Witzansky responded that the better time to make that analysis is when they bring back the policy document and after they review the City's replacement cycles; stated that it does take a long time from appropriation to execution to obtain the vehicles.

More discussion followed.

Mayor Light asked about the change in title for the W.E.D./Community Services reorganization to temporary for the Director of W.E.D.

City Manager Witzansky replied that the best time to do that would be as part of the eventual approval of the job specification; stated that they are not reorganizing the two departments, they are effectively changing and creating a new department head title to supervise the two units.

Mayor Light voiced his preference for it to be documented; referenced the hiring freeze and asked if there was a list of the positions.

City Manager Witzansky replied that it is a list they can print out anytime and it is an H/R document.

Councilmember Kaluderovic referenced BRR #9 and asked about the rental for the speaker series for RBPAC; wondered how much they charge for them.

City Manager Witzansky stated that the revised version for BRR #9 included the expenditure side of the equation.

Community Services Director Hause reported that the cost is $28,873 for all six in the series.

Councilmember Kaluderovic referenced BRR #22 regarding the Heritage Court benches and said she specifically asked for concrete benches but was told there are complications with creating a pad and other costs; asked about other potential materials that could be used.

Community Services Director Hause replied that they are exploring a version of the bench that looks like wood but is far more weather resistant and at a much lower price point; stated that the current cost of those with delivery is approximately $10,000.

Councilmember Kaluderovic asked if those benches would require pads.

Public Works Director Winje stated, if they are placed on the grass, they will require pads.

More discussion followed.

Councilmember Obagi asked about his request for live streaming at the RBPAC and wondered if there would be a cost for people to live stream.

Community Services Director Hause replied that she spoke to Cultural Arts Manager Jack Meyer about live streaming; stated that his opinion is that the public will not purchase live streaming for the RBPAC so only the City would be using it, therefore, revenue would not be generated from pursuing that.

IT Director Mike Cook reported the cost would be around $50,000 to add it to the RBPAC.

Councilmember Kaluderovic referenced BRR #15 regarding the RBFD's turnouts and auto pulses; asked to see how many turnouts were replaced in previous years to be able to track it similar to the ongoing vehicle replacement schedule.

City Manager Witzansky stated they could update BRR #15 to add that context; reported that the City has spent significant money over the last few years replacing all of the turnouts and they are all current at this time.

Councilmember Kaluderovic referenced the BRR for Dominguez Park stating $116,000 is needed annually for the LEA monitoring system; asked if the City is planning to put that in the ongoing budget and when that would start.

Public Works Director Winje responded that it would be starting next fiscal year but there is a chance they can reduce the frequency of the monitoring so they are looking into that; noted that it will be an operational cost for the park moving forward.

City Manager Witzansky noted that the amount could be sustainable through the City's solid waste funding; explained that the solid waste fund is separate from the wastewater fund and that solid waste fund is generated through exclusive solid waste charges and service fees along with other sources that go into that fund.

Councilmember Waller referenced the vehicle replacement fund and cautioned them about delaying purchases; recalled a time that RBUSD delayed purchases and ended up costing them a huge amount to fix it; acknowledged that BRR #4 was a great report and it showed that it does make an effective deterrence.

Councilmember Obagi referenced BRR #15 regarding the firefighter gear and asked if there was a funding need for the 10-year replacement schedule.

City Manager Witzansky stated it is not a funding need this year and that the City has a

fairly robust M&O budget but it will likely not be enough to cover all of the cost; said they will likely see periodic supplemental one-time decision package requests for it.

More discussion followed.

Councilmember Obagi thanked all the directors and staff for all their help in educating the Council on various items.

Mayor Light referenced BRR #17 and asked if the City could purchase the all-terrain wheelchair for Wilderness Park to address ADA access to the park with Quimby Funds.

City Manager Witzansky responded that the project account is a combination of Quimby and residual discretionary funds and said it would be okay to charge against that project account; agreed it would make sense to add it to the scope.

Discussion followed regarding the type of vehicle that would be appropriate for the park.

Mayor Light acknowledged that the decision to bring on a project manager for the FP was a smart decision and that the execution has been exemplary.

Mayor Light invited public comment.

Susan Higgins, 36-year resident, stated she was there as a group lead for the Redondo Beach Residents Pickleball Players Group; said her purpose was to ask for additional funding for the Aviation Pickleball Facility but given the comments made by the Councilmembers she is confident that it will happen; spoke of the City's Strategic Plan and appreciated that the City Council approved and incorporated Aviation Park Pickleball Facility into the plan; noted that they reviewed the City Manager's proposed CIP budget and hoped that the proposed additional funding of $500,000 would be approved; commented that they compared the cost of the Torrance Wilson Park 8 dedicated court pickleball facility which had a budget of $1.3 or $1.4 million and said any additional funding the City could provide would be great; provided a list of recommendations from the Players Group to include: eight dedicated courts, court lighting, and bench seating; opined that the best way for the City to generate revenue would be to allow round robin tournaments, league play, drop-in fee play, court reservations, and classes to be conducted; suggested the City allow for free open play on Saturdays and Sundays.

Darryl Boyd (via Zoom), District 3, noted that nothing was mentioned about the North Prospect Ave. median and voiced his disappointment that the Residential Street Rehab did not include the North Prospect Ave. median; asked Councilmember Kaluderovic to please stand up for the taxpaying residents of 500 to 600 North Prospect Ave. in the Borough Heights Community and to support a budget for completion of the North Prospect Ave. median to include safety, traffic calming, noise remediation, and privacy; spoke about their declining quality of life and public safety.

Joan Irvine (via Zoom), District 1, spoke about dog licenses bringing in about $70,000 a

year but that less than 25% of the dogs in Redondo Beach are licensed; suggested that people should be allowed to check if a dog is licensed if they are out, that condos and apartment buildings that allow dogs require they are licensed; reported that she was at the Esplanade over the weekend and many people were complaining about the smell of urine, suggested that the City require apartment complexes to have dog relief areas so they are not using the Esplanade; suggested that dog owners are fined for allowing their dogs to relieve themselves and also suggested having designated areas on the Esplanade or other public areas for dogs to relieve themselves; opined it would reduce the cost for Public Works.

Assistant City Clerk Kalish reported no one else online and one eComment.

Sue Gallagher, pickleball holder, recommended that the City Council involve stakeholders who know a lot about pickleball be involved in some of the decisions; noted that Alta Vista came out beautiful and wanted to make sure Aviation did as well.

Councilmember Obagi wanted to share some preliminary thoughts he and Councilmember Behrendt had.

Councilmember Behrendt said that they brought a revised motion after taking input from staff, the community, and other Councilmembers and also took into account the City's tight budget; reported that he did speak to the City Treasurer regarding the City's situation; commented that revenues, fees, and adjustments are needed to bring the City to market rate in order to help the City's situation.

Councilmember Obagi moved to approve all Decision Packages in the five-year CIP unless otherwise indicated, adopt BRR #1 and 8 with some adjustments to 8, suggested the Riveira events that are free and open to the public receive a full subsidy; asked that the grant funds for transportation be pursued or the use of the Subdivision Trust Funds to cover the $90,000 cost for lighting for the last section of the North Redondo Beach bike path and where it continues onto Dale Page pathway since it is a public safety concern; requested refreshing and restriping the NRBBA Bike Path which would be $57,200, noted that it brings them negative $37,200; requested that they provide the NRB Farmers Market manually removable fixed bollards at a cost of $40,000 for BRR #42, which brings them to a negative balance of $97,000; accept the recommendations made by the City Traffic Engineer for traffic calming at 10 school pedestrian intersections and speed humps at all NRB bike paths were permissible; stressed the need for BRR #18 Parking Study for Aviation Blvd. including the center turn lane analysis, asked that the City staff seek funding first but if they don't receive it to use fund from the General Fund, which would bring them to negative $152,000; requested to add two more MSOs and RBPD, which he allocated a net $65,447 to the budget, stating it was needed to enforce the number of offenders that continue to park on the streets during street sweeping; requested BRR #5 increase the street sweeping citation to $79 to induce better behavior and promote clean streets; requested to increase the towing fee to $233 in order to be more inline with Manhattan Beach and Hermosa Beach and will generate $56,000; stated his totals bring the City to a positive number of $397,647; requested CIP add an additional $100,000, in

addition to the $500,000 suggested, to pickleball to get them closer to the $1.5 million needed; requested additional funds of $78,000 for BRR #45 for CIP project #31040 (Perry Park fencing); added $35,000 from Subdivision Trust Funds for replacement needs for playground equipment at regional parks and added $10,000 for replacing wayfinding monument signs for regional parks; supported BRR 17 for the Perry Park Teen Center Improvement Project for the wheelchair lift needed to make the stage ADA accessible; supported funds from the Wilderness Park Account for BRR #17; supported funding one of four benches requested for BRR #22 and possibly two benches.

City Manager Witzansky reported that they will update BRR #22 to reflect the cost of the alternative material benches.

Discussion followed.

City Manager Witzansky suggested Council appropriate an amount and then direct staff to execute as cost effective as possible.

Councilmember Obagi continued with his budget motion; referenced BRR #30 regarding the fence removal at Dominguez Park, understood that it could be drawn from the Dominguez Park Hillside Improvement Project for a cost of $23,826.

City Manager Witzansky reported that they are looking into the fence removal and may have the ability to do it more cost effectively; noted that they want to do the broader fencing plan.

Councilmember Obagi continued with the motion; referenced BRR #14 regarding branding or beautifying Redondo Beach; approve recurring increase of power washing of the Esplanade two more times per year at $7,000 per power wash; referenced BRR #38 to approve the RBPAC panel replacement in the amount of $1,349; referenced BRR #19 to approve landscaping South Juanita and Camino Real in the amount of $12,000; referenced BRR #29 to approve rebranding RBFD vehicles with the City logo; referenced BRR #35 to approve Citywide monument and wayfinding signs refresh for $96,000; reported that brought them to a total balance remaining at $248,312.24; stated the last item does not draw on the General Fund and is the art tile for the shore wall between the Cal Surf Club and the Riviera Cantina which would be $50,000 from the John Parsons Public Art Fund, which would be referred to the Cultural Arts Commission; suggested that the General Fund balance of $248,000 be used to allow the City Manager some flexibility with the flexible hiring freeze that he's implemented.

Mayor Light stated he was largely in agreement with the motion; questioned whether the last two need to be a priority at that time.

Motion by Councilmember Waller, seconded by Councilmember Obagi, to receive and file the Budget Response Reports.

Motion carried 5-0 by voice vote.

Motion by Councilmember Castle, seconded by Councilmember Behrendt, to continue the public hearing to June 16, 2026.

Motion carried 5-0 by voice vote.

Councilmember Castle asked that the excel spreadsheet be sent to City Clerk Manzano for distribution to the rest of the City Council and Mayor.

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION - None

O. CITY MANAGER ITEMS

City Manager Witzansky reported that the City had a household hazardous and electronic waste roundup over the past weekend along with a compost giveaway; noted that it was the second highest participation with 1,100 people going through depositing almost 18 tons of electronic waste; acknowledged and thanked Mitch Casey, Solid Waste Division in Public Works, for being the staff liaison for that project; acknowledged the collaborative enforcement effort for traffic control between the California Highway Patrol and RBPD.

P. MAYOR AND COUNCIL ITEMS - None

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Motion by Councilmember Obagi, seconded by Councilmember Waller, requesting a discussion regarding the City's hedge ordinance and to include recommendations by the City Attorney on how to revise the City's hedge ordinance.

Councilmember Behrendt asked the City Manager when that discussion should come back.

City Manager Witzansky reminded the Council that discussions and referrals will not come back with substantive recommendations until the item is agendized in order to direct staff to provide recommendations; explained the two step process.

Councilmember Obagi asked what kind of reprieve can they give to residents now that have received the notice.

City Manager Witzansky noted that he does not do this often, but he has ordered enforcement efforts cease on the hedge complaints pending Council's policy direction.

More discussion followed regarding not expanding it to other ordinances due to the challenges that would create and it would be better to tackle each issue as they are brought forward; discussion followed on creating a strategic approach as they discuss the hedge ordinance for future ordinances.

Motion carried 5-0 by voice vote.

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 Luke Smude, Assistant to the City Manager Jon Goetz, Redwood Public Law PROPERTY: Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon (portions of APN #s: 7503-029-900 and 7503-029-903) NEGOTIATING PARTIES: Allen Sanford, BeachLife Festival UNDER NEGOTIATION: Price and Terms

S. RECONVENE TO OPEN SESSION – None

T. ADJOURNMENT – 8:19 P.M.

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to adjourn the meeting at 8:19 p.m.

Motion carried 5-0 by voice vote.

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, June 16, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

All written comments submitted via eComment are included in the record and available for public review on the City website.

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk

Administrative Report

H.4., **File #** 26-0682 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS
CHECKS 30650-30682 IN THE AMOUNT OF $22,651.76, PD. 6/19/26
DIRECT DEPOSIT 313125-313778 IN THE AMOUNT OF $2,605,257.05, PD. 6/19/26
CHECKS 30683-30683 IN THE AMOUNT OF $432.19, PD. 6/25/26
DIRECT DEPOSIT 313779-313784 IN THE AMOUNT OF $5,077.62, PD. 6/25/26
EFT/ACH $11,120.18, PD. 6/5/26 (PP2612)
EFT/ACH $495,015.92, PD. 6/29/26 (PP2612)

ACCOUNTS PAYABLE DEMANDS
CHECKS 125275-125450 IN THE AMOUNT OF $3,163,176.49
EFT CALPERS MEDICAL INSURANCE $572,428.02
DIRECT DEPOSIT 100010590-100010676 IN THE AMOUNT OF $106,289.92, PD.7/1/26
REPLACEMENT DEMANDS 125273-125274

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

- 07072026_RECOMMENDATION_TO_APPROVE
- 07072026_VENDOR_INVOICE_LIST

RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING JULY 7, 2026

a. Payroll Demands

- **Checks 30650-30682, $22,651.76, Pd.6/19/26**
- **Direct Deposit 313125-313778, $2,605,257.05, Pd.6/19/26**
- **Checks 30683-30683, $432.19, Pd.6/25/26**
- **Direct Deposit 313779-313784, $5,077.62, Pd.6/25/26**
- **EFT/ACH $11,120.18, Pd. 6/5/26 (PP2612)**
- **EFT/ACH $495,015.92, Pd. 6/29/26 (PP2612)**

b. Accounts Payable Demands

- **Checks 125275-125450, $3,163,176.49**
- **EFT CalPERS Medical Insurance $572,428.02**
- **Direct Deposit 100010590-100010676, $106,289.92, Pd. 7/1/26**

Replacement Demands

125273	**American City Pest Control Inc.** **(Replaced ck #124689-Never Rec'd)**	**$1,590.50**
125274	**St. Paul's United Methodist Church** **(Replaced ck #124213-Payee correction)**	**$8,900.33**

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
15117 ACCENTURE INFRASTRUCTURE AND CAPITAL PROJECTS LLC										
39234	6963	05/10/2026	10339170	07072026	125275	2,392.00	06/22/2026	INV	PD	PORTOFINO/YACHT CLUB WAY
10623 ADLERHORST INTERNATIONAL LLC										
125144		06/12/2026	10339266	07072026	125276	140.00	06/30/2026	INV	PD	BOARDING K9 NYX 6/4/26-6/
5820 ADMINSURE										
18946		06/15/2026	10339198	07072026	125277	12,200.00	06/22/2026	INV	PD	GL & WC JULY 2026
12747 ALL CITY MANAGEMENT SERVICES INC										
PS-INV106461	7113	05/29/2026	10339530	07072026	125278	7,675.43	06/29/2026	INV	PD	CROSSING GUARD SERVICES 0
PS-INV106832	7113	06/12/2026	10339628	07072026	125278	6,770.64	07/12/2026	INV	PD	CROSSING GUARD SERVICES 0
						14,446.07				
11750 ALLIED UNIVERSAL SECURITY SERVICES										
218328		06/12/2026	10339398	07072026	125279	3,703.64	06/21/2026	INV	PD	USHER SVCS FOR BLOOMFIELD
218323		06/12/2026	10339400	07072026	125279	6,089.16	06/21/2026	INV	PD	USHER SVCS FOR SCHOOL DAN
218325		06/12/2026	10339401	07072026	125279	1,536.65	06/21/2026	INV	PD	USHER SVCS FOR VIRGIL ROB
218326		06/12/2026	10339402	07072026	125279	1,563.46	06/21/2026	INV	PD	USHER SVCS FOR ALLIANCE N
218329		06/21/2026	10339403	07072026	125279	1,232.70	06/21/2026	INV	PD	USHER SVCS FOR HAWTHORNE
218330		06/17/2026	10339404	07072026	125279	1,793.11	06/21/2026	INV	PD	USHER SVCS FOR 5TH ROW CT
218331		06/18/2026	10339405	07072026	125279	1,845.52	06/21/2026	INV	PD	USHER SVCS FOR GREEN DOT
						17,764.24				
144 AMERICAN CITY PEST CONTROL INC.										
909563		05/26/2026	10339110	07072026	125280	125.00	06/26/2026	INV	PD	WLDNS PK QTLY PEST CNTL 5
907717		05/14/2026	10339111	07072026	125280	125.00	06/14/2026	INV	PD	AVTN GYM QTLY PEST CNTL 0
PESTFAC-0526		05/29/2026	10339140	07072026	125280	1,002.00	06/29/2026	INV	PD	PEST CONTROL FACILITIES -
912725		06/09/2026	10339255	07072026	125280	112.50	06/22/2026	INV	PD	American City Pest 6/9/26
						1,364.50				
12924 AMERICAN GUARD SERVICES INC										
#INV201332	7060	05/31/2026	10339645	07072026	125281	1,943.62	06/22/2026	INV	PD	American Guard Services M
176 AMERICAN TEXTILE MAINTENANCE COMPANY										
21453486	7019	06/05/2026	10339228	07072026	125282	294.33	06/18/2026	INV	PD	JAIL FACILITY LINEN SERVI
21455369	7019	06/09/2026	10339229	07072026	125282	280.29	06/18/2026	INV	PD	JAIL FACILITY LINEN SERVI
21457407	7019	06/12/2026	10339230	07072026	125282	282.91	06/18/2026	INV	PD	JAIL FACILITY LINEN SERVI
21459320	7019	06/16/2026	10339231	07072026	125282	291.71	06/18/2026	INV	PD	JAIL FACILITY LINEN SERVI
						1,149.24				
11606 ARCHITERRA, INC.										
35473	7105	05/24/2026	10339169	07072026	125283	316.00	06/22/2026	INV	PD	SCE ROW WEST OF PCH LANDS
15653 ARMY OF ANGELS INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
585082		06/17/2026	10339415	07072026	125284	1,000.00	06/22/2026	INV	PD	FILM DEPOSIT REFUND
2825 AT&T										
3393437028_06012026		06/01/2026	10339267	07072026	125285	48.51	07/01/2026	INV	PD	MONTHLY FEES ACCOUNT 339
15139 AT&T MOBILITY										
X06042026		05/26/2026	10338957	07072026	125286	122.22	06/21/2026	INV	PD	FIRSTNET MOBILE HOTSPOT
6328 BAYSIDE MEDICAL CENTER										
00197080		06/09/2026	10339236	07072026	125287	2,035.00	06/18/2026	INV	PD	04/2026 MEDICAL CLEARANCE
13902 BEHRENDT, SCOTT										
REIMBURSE052026		06/09/2026	10338930	07072026	125288	12.00	06/09/2026	INV	PD	SBEHRENDT REIMBURSEMENT P
416 BOUND TREE MEDICAL, LLC										
86229703		06/03/2026	10338959	07072026	125289	257.08	07/03/2026	INV	PD	PARAMEDIC SUPPLIES
14340 BOWMAN INFRASTRUCTURE ENGINEERS LTD										
561769	7089	05/31/2026	10339419	07072026	125290	5,437.50	06/22/2026	INV	PD	PLAN CHECKAND CONSULTING
561768	7089	05/31/2026	10339425	07072026	125290	56,006.92	06/22/2026	INV	PD	PLAN CHECKAND CONSULTING
						61,444.42				
15559 BRENNTAG PACIFIC LLC										
BPI611832	7368	06/22/2026	10339648	07072026	125291	4,352.81	07/22/2026	INV	PD	SEASIDE LAGOON CHEMICALS
BPI611209	7368	06/18/2026	10339649	07072026	125291	4,814.90	07/18/2026	INV	PD	SEASIDE LAGOON CHEMICALS
BPI604769	7368	05/21/2026	10339212	07072026	125292	3,019.38	06/20/2026	INV	PD	LIQUID CHLORINE FOR SEASI
BPI609858	7368	06/12/2026	10339213	07072026	125292	3,677.77	07/12/2026	INV	PD	SEASIDE LAGOON CHEMICALS
BPI607573	7368	06/03/2026	10339214	07072026	125292	3,814.81	07/03/2026	INV	PD	SEASIDE LAGOON CHEMICALS
BPI608177	7368	06/05/2026	10339215	07072026	125292	4,557.16	07/05/2026	INV	PD	SEASIDE LAGOON CHEMICALS
						24,236.83				
15635 BROWN, JAMAAL										
06222026-JB		06/22/2026	10339408	07072026	125293	103.03	06/22/2026	INV	PD	Filing Documents Norwalk
12270 BROXTERMANN, THOMAS J.										
Y327074		06/05/2026	10339233	07072026	125294	150.00	06/18/2026	INV	PD	STC TRAINING J ANDERSON
15014 BURRO CANYON										
3859		06/15/2026	10339529	07072026	125295	100.00	07/15/2026	INV	PD	RANGE RENTAL FEES 06/15/2
577 CALIFORNIA WATER SERVICE										
9779295077-052926		05/29/2026	10339105	07072026	125296	33,925.45	06/17/2026	INV	PD	TORRANCE, HARBOR DR, ELEN
2211933964-060926		06/09/2026	10339107	07072026	125296	6,451.49	06/29/2026	INV	PD	180 HARBOR DR, W TORR RB

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
0125637138-060926		06/09/2026	10339108	07072026	125296	1,196.79	06/29/2026	INV	PD	500 FISHERMAN WHARF 6/1-6
6428284669-052926		05/29/2026	10339343	07072026	125296	23,850.56	06/17/2026	INV	PD	TORRANCE, HARBOR DR, ELEN
2754759120-060426		06/04/2026	10339344	07072026	125296	7,727.10	06/23/2026	INV	PD	MANHATTAN, ARTESIA, GRANT
						73,151.39				
12923 CAM PROPERTY SERVICES										
133893	7101	05/31/2026	10339644	07072026	125297	28,536.00	06/22/2026	INV	PD	CAM Property Services May
594 CANON FINANCIAL SERVICES, INC.										
43358942	7344	06/17/2026	10339203	07072026	125298	4,448.48	06/17/2026	INV	PD	CANON FINANCIAL SERVICES
15028 CANON USA INC										
6016247548	7350	06/17/2026	10339160	07072026	125299	87.62	06/17/2026	INV	PD	PER PAGE PER COPY MONTHLY
6016247547	7350	06/17/2026	10339161	07072026	125299	44.01	06/17/2026	INV	PD	PER PAGE PER COPY MONTHLY
6016241179	7350	06/17/2026	10339162	07072026	125299	629.31	06/17/2026	INV	PD	PER PAGE PER COPY MONTHLY
						760.94				
9487 CAPITAL OF SOUTH BAY, INC.										
507017	7381	06/25/2026	10339650	07072026	125300	10,952.76	07/25/2026	INV	PD	LIGHTING FOR PIER PARKING
15020 CENGAGE LEARNING INC										
999102818046		06/12/2026	10339285	07072026	125301	94.66	06/22/2026	INV	PD	BOOKS
13232 CENICEROS, ANGELICA										
03160327		06/18/2026	10339242	07072026	125302	230.00	06/18/2026	INV	PD	PER DIEM HOMICIDE INVESTI
13644 CHAROBEE, DAVE										
0001		06/22/2026	10339679	07072026	125303	245.80	06/22/2026	INV	PD	CAL LOCAL ECON DEV CONFER
13000 CHARTER COMMUNICATIONS										
237747601060126		06/01/2026	10339265	07072026	125304	458.91	07/07/2026	INV	PD	MONTHLY FEES ACCOUNT 2377
8394 CHAVES MICHEL, RENEE										
REIMBURSE 062026		06/25/2026	10339640	07072026	125305	64.36	06/25/2026	INV	PD	REIMBURSEMENT 062026
15414 CHILDREN'S PLUS INC										
282626		06/05/2026	10339323	07072026	125306	25.13	06/22/2026	INV	PD	BOOKS
281050		05/19/2026	10339324	07072026	125306	455.85	06/22/2026	INV	PD	BOOKS
281959		06/01/2026	10339325	07072026	125306	182.51	06/22/2026	INV	PD	BOOKS
281048		05/19/2026	10339326	07072026	125306	317.77	06/22/2026	INV	PD	BOOKS
282446		06/04/2026	10339327	07072026	125306	76.11	06/22/2026	INV	PD	BOOKS
283069		06/10/2026	10339328	07072026	125306	16.01	06/22/2026	INV	PD	BOOKS
282585		06/05/2026	10339388	07072026	125306	373.49	06/22/2026	INV	PD	BOOKS
280962		06/19/2026	10339380	07072026	125306	36.63	06/22/2026	INV	PD	BOOKS
280967		05/19/2026	10339382	07072026	125306	64.21	06/22/2026	INV	PD	BOOKS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
280964		05/19/2026	10339383	07072026	125306	158.78	06/22/2026	INV	PD	BOOKS
282583		06/05/2026	10339384	07072026	125306	67.45	06/22/2026	INV	PD	BOOKS
282958		06/09/2026	10339385	07072026	125306	29.72	06/22/2026	INV	PD	BOOKS
281049		05/19/2026	10339387	07072026	125306	88.39	06/22/2026	INV	PD	BOOKS
282931		06/09/2026	10339350	07072026	125306	646.36	06/22/2026	INV	PD	BOOKS
282767		06/08/2026	10339351	07072026	125306	773.29	06/22/2026	INV	PD	BOOKS
281422		05/26/2026	10339352	07072026	125306	40.67	06/22/2026	INV	PD	BOOKS
282766		06/08/2026	10339354	07072026	125306	251.15	06/22/2026	INV	PD	BOOKS
282789		06/08/2026	10339356	07072026	125306	446.78	06/22/2026	INV	PD	BOOKS
282925		06/09/2026	10339357	07072026	125306	321.07	06/22/2026	INV	PD	BOOKS
282966		06/09/2026	10339329	07072026	125306	101.63	06/22/2026	INV	PD	BOOKS
282825		06/09/2026	10339330	07072026	125306	316.72	06/22/2026	INV	PD	BOOKS
282779		06/08/2026	10339331	07072026	125306	41.44	06/22/2026	INV	PD	BOOKS
280618		05/15/2026	10339347	07072026	125306	11.50	06/22/2026	INV	PD	BOOKS
282929		06/09/2026	10339348	07072026	125306	366.38	06/22/2026	INV	PD	BOOKS
280955		05/19/2026	10339349	07072026	125306	13.05	06/22/2026	INV	PD	BOOKS
						5,222.09				
13135 CHOTIKASATIEN, SEAN										
PSA 6/30/26		06/11/2026	10339038	07072026	125307	180.00	06/22/2026	INV	PD	PSA CHOTIKASATIEN ENGINEE
705 CITY OF REDONDO BEACH										
06162026		06/09/2026	10339411	07072026	125308	45.26	06/16/2026	INV	PD	PETTY CASH
709 CITY OF TORRANCE										
ALERTSOUTHBAY_FY2526	7418	04/29/2026	10339532	07072026	125309	35,353.00	07/07/2026	INV	PD	AREA G ALERT SOUTH BAY EV
00020000054109-60826		06/08/2026	10339318	07072026	125310	71.53	07/09/2026	INV	PD	1521 KINGSDALE AVE 5/4-6/
						35,424.53				
7169 CITYGATE ASSOCIATES										
32235	7319	05/31/2026	10338898	07072026	125311	1,560.09	06/30/2026	INV	PD	HERMOSA BEACH FIRE SERVIC
32133	7319	02/28/2026	10339151	07072026	125311	736.38	03/30/2026	INV	PD	HERMOSA BEACH FIRE SERVIC
32172	7318	03/31/2026	10339152	07072026	125311	736.38	04/30/2026	INV	PD	AMBULANCE SERVICES FEASIB
						3,032.85				
725 CLEAN ENERGY										
CE12845484	7192	06/10/2026	10339629	07072026	125312	5,276.06	07/10/2026	INV	PD	PREV MAINT FOR CITY'S CNG
11907 COBRA-ADVANTAGE ADMINISTRATORS										
197914		05/31/2026	10338937	07072026	125313	465.80	06/22/2026	INV	PD	BENEFITS - PARICIPANT FEE
14916 COMMERCIAL BUILDING MANAGEMENT,										
71181	7352	06/01/2026	10339144	07072026	125314	15,970.00	07/01/2026	INV	PD	JANITORIAL SERVICES MAY 2
8889 COMMLINE, INC.										
0542693-IN		06/16/2026	10339153	07072026	125315	874.00	07/16/2026	INV	PD	RADIO REPAIR

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
3648 COUNTY OF L.A. DEPT. OF PUBLIC WORKS										
26060807307		06/08/2026	10339332	07072026	125316	6,778.37	07/08/2026	INV	PD	SHARE OF TRAFFIC SIGNAL M
26051106413		05/11/2026	10339454	07072026	125317	9,963.54	06/23/2026	INV	PD	APRIL 2026 SHARE OF TRAFF
26040605725		04/06/2026	10339455	07072026	125317	1,313.74	06/23/2026	INV	PD	MARCH 2026 SHARE OF TRAFF
						18,055.65				
14767 CR ASSOCIATES										
0012999	7399	04/28/2026	10339296	07072026	125318	3,745.00	06/22/2026	INV	PD	DESIGN FOR INGLEWOOD SIGN
919 DANIELS TIRE SERVICE										
200573225		06/11/2026	10339338	07072026	125319	841.18	07/11/2026	INV	PD	STOCK POLICE TIRES
15389 DASH CONSTRUCTION COMPANY INC										
PP02a	7258	05/11/2026	10339303	07072026	125320	359,649.51	06/22/2026	INV	PD	AVIATION ARTESIA INTERSEC
PP02b	7258	05/16/2026	10339307	07072026	125320	101,685.35	06/22/2026	INV	PD	AVIATION ARTESIA INTERSEC
						461,334.86				
5251 DAVID EVANS & ASSOCIATES, INC.										
619463	7372	06/11/2026	10339298	07072026	125321	2,547.17	06/22/2026	INV	PD	PALLET SHELTER EXPANSION
956 DELTA DENTAL										
BE007058999		06/01/2026	10339167	07072026	125322	33,024.27	06/22/2026	INV	PD	DELTA DENTAL PPO ACTIVE,
9132 DELTA DENTAL INSURANCE COMPANY										
BE007058411		06/01/2026	10339171	07072026	125323	47.52	06/22/2026	INV	PD	DELTA DENTAL HMO RETIREE
BE007058395		06/01/2026	10339172	07072026	125324	1,641.31	06/22/2026	INV	PD	DELTA DENTAL HMO ACTIVE J
						1,688.83				
960 DEMCO, INC.										
7815749		06/03/2026	10339358	07072026	125325	129.96	06/22/2026	INV	PD	PRINTING SUPPLIES
971 DEPARTMENT OF JUSTICE										
049073		06/03/2026	10339241	07072026	125326	209.00	06/18/2026	INV	PD	05/2026 FINGERPRINT APPLI
050446		06/03/2026	10339193	07072026	125327	608.00	06/22/2026	INV	PD	FINGERPRINTS MAY 2026
						817.00				
10748 DOUG & SONS PEST CONTROL										
56130		05/18/2026	10339120	07072026	125328	105.00	06/18/2026	INV	PD	MNTHLY PST/BAIT STATS AT
55898		05/13/2026	10339122	07072026	125328	55.00	06/13/2026	INV	PD	MNTHLY PEST CONTROL NB LI
55990		05/18/2026	10339123	07072026	125328	82.00	06/18/2026	INV	PD	MNTHLY PEST/BAIT STNS AT
						242.00				
1055 EASY READER										
RD26-038	7031	05/28/2026	10339379	07072026	125329	4,235.00	06/22/2026	INV	PD	LEGAL ADS PUBLISHING

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
RD26-039	7031	05/28/2026	10339386	07072026	125329	770.00	06/22/2026	INV	PD	LEGAL ADS PUBLISHING
RD26-040	7031	06/04/2026	10339390	07072026	125329	214.50	06/22/2026	INV	PD	LEGAL ADS PUBLISHING
						5,219.50				
11709 ELIE FARAH, INC										
26-09	7397	06/01/2026	10339453	07072026	125330	3,570.00	06/23/2026	INV	PD	TRAFFIC CONTROL PLANS SLU
1085 ELLIS ENVIRONMENTAL MANAGEMENT, INC.										
26-205		05/01/2026	10339118	07072026	125331	2,350.75	05/31/2026	INV	PD	ANDRSN PK SMPLNG MLD, ASB
15463 EMTAC CONSULTNG LLC										
2627		06/19/2026	10339526	07072026	125332	1,600.00	07/03/2026	INV	PD	06/2025 K9 TRAINING
1110 ENTENMANN-ROVIN COMPANY										
0191638-IN		11/07/2025	10339099	07072026	125333	89.94	06/22/2026	INV	PD	MEDICAL RETIREMENT BADGE
14831 FORD, JOY										
061726		06/17/2026	10339227	07072026	125334	71.40	06/22/2026	INV	PD	5/26 J. Ford Event Reimbu
15408 GALLS LLC										
035320355		06/10/2026	10339361	07072026	125335	13.26	07/10/2026	INV	PD	MALTESE CROSS (PAIR)
035392706		06/17/2026	10339363	07072026	125335	3.30	07/17/2026	INV	PD	EMBLEM APPLICATION FEE
035392707		06/17/2026	10339376	07072026	125335	12.71	07/17/2026	INV	PD	LONG SLEEVE TO SHORT SLEE
035392712		06/17/2026	10339377	07072026	125335	24.95	07/17/2026	INV	PD	UNIFORMS
						54.22				
1300 GAS COMPANY, THE										
SoCalGas5.11-6.11.26		06/18/2026	10339258	07072026	125336	24.55	06/22/2026	INV	PD	SoCalGas 5.11-6.11.26
11519 GLENN, DARYN										
POA 6/1/26		06/01/2026	10339042	07072026	125337	500.00	06/22/2026	INV	PD	POA GLENN FITNEES
3706 GOLDEN STATE WATER										
77298524149-06092026		06/09/2026	10339226	07072026	125338	462.38	06/30/2026	INV	PD	16214 INGLEWOOD AVE IRR 5
48470300004-06082026		06/08/2026	10339316	07072026	125338	636.31	06/29/2026	INV	PD	INGLEWOOD PKW SE/LAWNDALE
54719000009-060426		06/04/2026	10339342	07072026	125338	169.88	06/25/2026	INV	PD	REDONDO BB, ARTESIA, LAWN
						1,268.57				
11331 GRANICUS, LLC										
228563	7059	04/21/2026	10339391	07072026	125339	1,366.05	06/22/2026	INV	PD	GRANICUS AGENDA MANAGEMEN
10677 GRIFFIN STRUCTURES, INC.										
GSI-RBPSP-04	7130	06/25/2026	10339635	07072026	125340	26,492.30	06/25/2026	INV	PD	CONSULTANT SERVICES FOR M
GSI-RBPSP-05	7130	06/25/2026	10339637	07072026	125340	12,150.30	06/25/2026	INV	PD	CONSULTANT SERVICES FOR M

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						38,642.60				
1416 HAAKER EQUIPMENT COMPANY										
INV39355		06/10/2026	10338997	07072026	125341	997.04	07/10/2026	INV	PD	803-25 PIER SCRUBBER PART
INV39353		06/10/2026	10338998	07072026	125341	782.22	07/10/2026	INV	PD	803-19 PIER SCRUBBER PART
INV38888		06/03/2026	10338999	07072026	125341	1,992.84	07/03/2026	INV	PD	803-19 PIER SCRUBBER PART
						3,772.10				
11305 HARBOR INTERFAITH SERVICES										
MAR-MAY 2026	7421	06/11/2026	10339749	07072026	125342	19,932.10	07/01/2026	INV	PD	RB OUTREACH NAVIGATION SV
1453 HDL, COREN & CONE										
SIN062687		04/27/2026	10339735	07072026	125343	5,008.50	07/01/2026	INV	PD	CONTRACT SERVICES SALES T
15632 HENSON, SEAN M										
06172026		03/25/2026	10339196	07072026	125344	19.24	06/22/2026	INV	PD	PATRON REFUND
6288 HINDERLITER, DE LLAMAS & ASSOCIATES										
SIN064057		06/09/2026	10339116	07072026	125345	2,280.23	06/16/2026	INV	PD	CONTRACT SERVICES - SALES
13519 HOLLEY, JARED										
POA 5/1/26		05/01/2026	10339041	07072026	125346	298.40	06/22/2026	INV	PD	POA HOLLEY FITNESS
3519 HUNTINGTON BEACH HONDA										
121976	7109	06/24/2026	10339527	07072026	125347	1,053.34	06/24/2026	INV	PD	2025 HONDA CRF1100 MAINTE
13403 ICMA MEMBERSHIP RENEWALS										
#997691 FY 26/27		06/10/2026	10338939	07072026	125348	200.00	06/22/2026	INV	PD	ICMA MEMERSHIP RENEWAL D.
12059 IDS GROUP, INC.										
19X016.04-2		05/31/2026	10339180	07072026	125349	1,427.50	06/22/2026	INV	PD	DESIGN SERVICES TASK ASSI
1560 INDIAN CANYON LAND CORPORATION										
3066		06/06/2026	10339264	07072026	125350	350.00	07/07/2026	INV	PD	RANGE RENTAL MAY 6-7, 202
8433 INGRAM LIBRARY SERVICES										
97019573		06/02/2026	10339271	07072026	125351	967.94	06/22/2026	INV	PD	BOOKS
97110494		06/05/2026	10339272	07072026	125351	139.67	06/22/2026	INV	PD	BOOKS
97238836		06/11/2026	10339273	07072026	125351	74.52	06/22/2026	INV	PD	BOOKS
97238835		06/11/2026	10339274	07072026	125351	51.80	06/22/2026	INV	PD	BOOKS
97181900		06/09/2026	10339275	07072026	125351	263.33	06/22/2026	INV	PD	BOOKS
96939939		05/29/2026	10339282	07072026	125351	48.51	06/22/2026	INV	PD	BOOKS
96939938		05/29/2026	10339283	07072026	125351	26.01	06/22/2026	INV	PD	BOOKS
96933439		05/29/2026	10339284	07072026	125351	56.05	06/22/2026	INV	PD	BOOKS

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
97082849		06/04/2026	10339276	07072026	125351	252.99	06/22/2026	INV	PD	BOOKS
97110495		06/05/2026	10339277	07072026	125351	618.84	06/22/2026	INV	PD	BOOKS
96939940		05/29/2026	10339278	07072026	125351	668.94	06/22/2026	INV	PD	BOOKS
97110493		06/05/2026	10339279	07072026	125351	14.25	06/22/2026	INV	PD	BOOKS
97110491		06/05/2026	10339280	07072026	125351	92.32	06/22/2026	INV	PD	BOOKS
97110492		06/05/2026	10339281	07072026	125351	22.90	06/22/2026	INV	PD	BOOKS
						3,298.07				
1619 INTERSTATE BATTERIES OF CALIF COAST, INC										
130117765		06/09/2026	10339003	07072026	125352	159.97	07/09/2026	INV	PD	STOCK BATTERIES
15462 JOE MAR POLYGRAPH										
26-010-RBPD		06/03/2026	10339239	07072026	125353	1,500.00	06/18/2026	INV	PD	POLYGRAPH 6 APPLICANTS
1742 KEYSER MARSTON ASSOCIATES INC										
0040810	7416	06/09/2026	10339410	07072026	125354	20,130.00	06/22/2026	INV	PD	Provide Professional Hous
10131 KHANDKER, DIDAR										
PSA 06/30/2028		05/18/2026	10339406	07072026	125355	180.00	06/22/2026	INV	PD	PSA LICENSE DEPT. OF CONS
4943 KIMBALL MIDWEST										
104564986		06/16/2026	10339341	07072026	125356	820.40	07/16/2026	INV	PD	HARDWARE - STOCK
14134 KIS										
91303	7024	06/17/2026	10339157	07072026	125357	968.91	06/17/2026	INV	PD	REMOTE MANAGEMENT SERVICE
12548 L.A. COUNTY DHS										
PM 2026-6A		06/15/2026	10339181	07072026	125358	155.00	07/15/2026	INV	PD	PM ACCREDITATION (P13890)
10899 LA UNIFORMS										
33425		06/20/2026	10339533	07072026	125359	2,032.76	07/07/2026	INV	PD	K-9 PANTS
3766 LANGUAGE LINE SERVICES INC										
11940328		05/31/2026	10339232	07072026	125360	99.64	06/18/2026	INV	PD	INTERPRETATION SERVICES
14934 LAU, MELINDA										
2026-044-TRANSCRIPT		06/18/2026	10339320	07072026	125361	595.00	06/22/2026	INV	PD	TRANSCRIPT REVIEW
2026-045-CC		06/17/2026	10339321	07072026	125361	1,020.00	06/22/2026	INV	PD	MEETING MINUTES FOR CITY
2026-046-CFA		06/17/2026	10339322	07072026	125361	85.00	06/22/2026	INV	PD	MEETING MINUTES FOR CFA
						1,700.00				
9135 LAW OFFICES OF DAMIAN D. CAPOZZOLA										
20260500-1185		05/31/2026	10339084	07072026	125362	1,475.00	06/22/2026	INV	PD	5/26 Sixt Rent A Car-Lisa
20260500-1186		05/31/2026	10339085	07072026	125362	1,846.00	06/22/2026	INV	PD	5/26 C. Siracusa Legal Fe

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
20260500-1180		05/19/2026	10339426	07072026	125362	925.00	06/22/2026	INV	PD	4/26 E. Harold Legal Fees
						4,246.00				
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.										
384830		06/10/2026	10339005	07072026	125363	1,427.50	06/22/2026	INV	PD	5/26 General Legal Fees
384836		06/10/2026	10339006	07072026	125363	97.50	06/22/2026	INV	PD	5/26 General Advice & Cou
384840		06/10/2026	10339073	07072026	125363	1,160.75	06/22/2026	INV	PD	5/26 A. DeLambert Legal F
384838		06/10/2026	10339074	07072026	125363	97.50	06/22/2026	INV	PD	5/26 RB POA PERB Case LA-
384837		06/10/2026	10339075	07072026	125363	747.50	06/22/2026	INV	PD	5/26 General Advice and C
382499		05/13/2026	10339077	07072026	125363	3,229.50	06/22/2026	INV	PD	4/26 K. Deckers Legal Fee
						6,760.25				
1884 LIEBERT CASSIDY WHITMORE										
322665		04/30/2026	10338934	07072026	125364	4,219.50	06/22/2026	INV	PD	HOFFMAN CALPERS APPEAL
1887 LIFE ASSIST, INC.										
2146519		06/18/2026	10339362	07072026	125365	2,591.67	08/02/2026	INV	PD	PARAMEDIC SUPPLIES
12775 LINDE GAS & EQUIPMENT INC										
55587127		03/22/2026	10338948	07072026	125366	396.40	04/21/2026	INV	PD	SCBA RENTAL 2/20 - 3/20
56180068		04/22/2026	10338950	07072026	125366	434.71	05/22/2026	INV	PD	SCBA RENTAL 3/20 - 4/20
56771783		05/21/2026	10338951	07072026	125366	421.94	06/20/2026	INV	PD	SCBA RENTAL 4/20 - 5/20
						1,253.05				
11274 LUCCI AND ASSOCIATES, INC.										
26320A	6663	05/31/2026	10339297	07072026	125367	10,520.00	06/22/2026	INV	PD	DESIGN SERVICES FOR SYSTE
1985 LYNN PEAVEY COMPANY										
427411		05/29/2026	10339104	07072026	125368	34.76	06/16/2026	INV	PD	DNA SWAB MATERIALS
10274 MACKAY METERS, INC.										
1072183		05/31/2026	10339292	07072026	125369	134.00	06/22/2026	INV	PD	MAY METER FEES
14777 MADE BY MEG										
8218021		06/19/2026	10339302	07072026	125370	1,284.08	06/22/2026	INV	PD	8218021_MBM_52026
7847 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP										
863238		05/15/2026	10338837	07072026	125371	247.50	06/22/2026	INV	PD	041626 D. Minner Legal Fe
863236		05/15/2026	10339420	07072026	125371	1,495.00	06/22/2026	INV	PD	4/26 Estate of J. Sosa Le
863237		05/15/2026	10339421	07072026	125371	1,587.50	06/22/2026	INV	PD	040126 - 040526 M. Ralsto
						3,330.00				
4593 MANZANO, ELEANOR										
06192026		05/29/2026	10339396	07072026	125372	502.71	06/22/2026	INV	PD	MANZANO - TRAVEL EXPENSE

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
15624 MARQUEZ, CHELSEA										
229216		06/11/2026	10339010	07072026	125373	60.00	06/11/2026	INV	PD	REF_229216_1FCN1000-01_SC
4387 MARTIN CHEVROLET										
45432		06/12/2026	10339182	07072026	125374	141.20	07/12/2026	INV	PD	UNIT 137-08 E VAP VENT
45415		06/10/2026	10339183	07072026	125374	281.88	07/10/2026	INV	PD	UNIT 137-08 FUEL CAP, PUR
						423.08				
2053 MARTINEZ, MICHAEL										
PSA 06/30/2027		05/23/2026	10338942	07072026	125375	41.00	06/22/2026	INV	PD	PSA CA ASS. OF HOSTAGE NE
15636 MAS MODERN MARKETING, INC.										
MMI169141		06/10/2026	10339263	07072026	125376	273.74	07/10/2026	INV	PD	9-1-1 BOOKMARKS - DISPATC
2068 MATTUCCI PLUMBING										
241290		05/22/2026	10339225	07072026	125377	2,250.00	06/22/2026	INV	PD	VETS LIB REPLACE MALFUNCT
7176 MCCLAREN, WILSON & LAWRIE, INC.										
26162	7388	06/15/2026	10339626	07072026	125378	25,308.00	06/25/2026	INV	PD	GRANT APPLICATION AND DES
2084 MCCUNE & HARBER, LLP.										
134088		04/30/2026	10339086	07072026	125379	5,240.28	06/22/2026	INV	PD	4/26 J. Koyanagi Legal Fe
15633 MCNALLY, SEAN MICHAEL										
060126		06/01/2026	10339094	07072026	125380	685.37	06/22/2026	INV	PD	6/26 S. McNally PD Loss C
4582 MELAD & ASSOCIATES										
RB26-12	7096	06/11/2026	10339427	07072026	125381	89,278.26	06/22/2026	INV	PD	PLAN CHECK AND CONSULTING
RB26-11	7096	06/11/2026	10339428	07072026	125381	10,800.00	06/22/2026	INV	PD	PLAN CHECK AND CONSULTING
RB26-09.2	7096	05/13/2026	10339429	07072026	125381	22,507.32	06/22/2026	INV	PD	PLAN CHECK AND CONSULTING
						122,585.58				
15617 METALS TREATMENT TECHNOLOGIES, LLC										
3057363	7406	06/03/2026	10339528	07072026	125382	21,504.87	07/02/2026	INV	PD	POLICE SHOOTING RANGE CLE
9957 MICHAEL BAKER INTERNATIONAL, INC.										
198673	6349	05/26/2026	10339301	07072026	125383	1,030.00	06/22/2026	INV	PD	ARTESIA/AVIATION RIGHT TU
2127 MICHAEL J ARNOLD & ASSOCIATES INC										
15221	7247	06/09/2026	10338928	07072026	125384	84.00	06/09/2026	INV	PD	CONSULTANT SVCS FOR STATE
15235	7247	06/09/2026	10338929	07072026	125384	3,500.00	06/09/2026	INV	PD	CONSULTANT SVCS FOR STATE

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						3,584.00				
7177 MICHEL & ASSOCIATES, P.C.										
14888TS		06/05/2026	10339117	07072026	125385	1,770.00	06/22/2026	INV	PD	4/26 BBK Landfill (Insura
14887TS		06/05/2026	10339119	07072026	125385	2,655.00	06/22/2026	INV	PD	4/26 BBK Landfill (PRP) L
						4,425.00				
2144 MIDWEST TAPE										
508984964		06/10/2026	10339208	07072026	125386	15,000.00	06/22/2026	INV	PD	HOOPLA SUBSCRIPTION
508961414		06/05/2026	10339359	07072026	125386	20.57	06/22/2026	INV	PD	AUDIO VISUAL
						15,020.57				
13349 MINUTEMAN PRESS REDONDO BEACH										
35760	7353	06/11/2026	10338955	07072026	125387	1,415.78	06/11/2026	INV	PD	MINUTE MAN PRESS PRINTING
6080 MOFFATT & NICHOL										
00809517	6622	04/24/2026	10338944	07072026	125388	8,771.15	06/15/2026	INV	PD	Moffatt & Nichol Public B
810612	6622	05/29/2026	10339154	07072026	125388	15,150.22	07/13/2026	INV	PD	Moffatt & Nichol Public B
						23,921.37				
6256 NATIONAL DATA & SURVEYING SERVICES										
26-020180		05/26/2026	10339179	07072026	125389	495.00	06/22/2026	INV	PD	NATIONAL DATA & SURVEYING
10711 NICHOLS CONSULTING ENGINEERS, CHTD										
910073024	6930	06/17/2026	10339300	07072026	125390	61,558.30	06/22/2026	INV	PD	2023 RESIDENTIAL STREET R
13567 NUVIS										
28754	5952	05/20/2026	10339223	07072026	125391	79,778.88	06/22/2026	INV	PD	SEASIDE LAGOON REVITALIZA
13414 O-SUN COMPANY										
9543		06/15/2026	10339097	07072026	125392	76.09	06/22/2026	INV	PD	POLISH CANISTERS
4796 OCCU-MED,LTD.										
0626900.1		05/31/2026	10339389	07072026	125393	348.80	06/22/2026	INV	PD	PHYSICAL COLE WEBB MAY 20
0626900.3		05/31/2026	10339392	07072026	125394	9,799.38	06/22/2026	INV	PD	PHYSICALS 4 FT & 17 PT EE
0626900		05/31/2026	10339393	07072026	125395	3,095.61	06/22/2026	INV	PD	PHYSICALS 10 PT EE MAY 20
						13,243.79				
13029 ODP BUSINESS SOLUTIONS, LLC										
454761626001		01/06/2026	10335779	07072026	125396	17.54	03/31/2026	INV	PD	OFFICE SUPPLIES
470562594001		05/29/2026	10339034	07072026	125396	44.37	06/22/2026	INV	PD	WATER FOR THE PANELS
468374554001		05/26/2026	10339124	07072026	125396	97.62	06/26/2026	INV	PD	FARO COMPUTER SYSTEM IN T
468370863001		05/26/2026	10339125	07072026	125396	23.27	06/26/2026	INV	PD	INVESTIGATION DIVISION OF
471002421001		05/28/2026	10339126	07072026	125396	19.69	07/03/2026	INV	PD	INVESTIGATIONS DIV KEURIG
471002425001		05/29/2026	10339128	07072026	125396	200.88	07/03/2026	INV	PD	INVESTIGATIONS DIVISION O

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
472687659001		06/12/2026	10339246	07072026	125396	3.58	06/22/2026	INV	PD	Gel pen
472687658001		06/11/2026	10339252	07072026	125396	13.78	06/22/2026	INV	PD	gel pens
472686485001		06/11/2026	10339253	07072026	125396	129.45	06/22/2026	INV	PD	wash sponge, t pins, mous
466330127001		06/12/2026	10339311	07072026	125396	38.29	06/22/2026	INV	PD	ADMIN OFFICE SUPLIES
4663301143001		06/12/2026	10339313	07072026	125396	35.03	06/22/2026	INV	PD	ADMIN OFFICE SUPPLIES
471692238001		06/09/2026	10339319	07072026	125396	48.66	06/22/2026	INV	PD	BREAKROOM SUPPLIES
472260551001		06/09/2026	10339206	07072026	125396	101.73	06/22/2026	INV	PD	OFFICE SUPPLIES
472241515001		06/08/2026	10339207	07072026	125396	6.19	06/22/2026	INV	PD	OFFICE SUPPLIES
469201690001		06/09/2026	10339248	07072026	125396	490.25	07/10/2026	INV	PD	PAPER CASERMA
447602968001		11/25/2025	10339249	07072026	125396	453.93	07/10/2026	INV	PD	PAPER CASERMA
447656962001		11/26/2025	10339250	07072026	125396	364.28	07/10/2026	INV	PD	OFFICE SUPPLIES-CASERMA
456230713001		01/29/2026	10339251	07072026	125396	453.93	07/10/2026	INV	PD	PAPER CASERMA
471000926001		05/29/2026	10339129	07072026	125396	180.19	07/03/2026	INV	PD	INVESTIGATIONS DIVISION O
471319403001		06/02/2026	10339130	07072026	125396	28.73	07/03/2026	INV	PD	INVESTIGATIONS DIVISION O
471319198001		06/02/2026	10339131	07072026	125396	68.44	07/03/2026	INV	PD	INVESTIGATIONS DIVISION O
469996506001		06/03/2026	10339132	07072026	125396	199.29	07/03/2026	INV	PD	INVESTIGATIONS DIVISION O
467773431001		05/29/2026	10339204	07072026	125396	222.61	06/22/2026	INV	PD	OFFICE SUPPLIES
472260552001		06/08/2026	10339205	07072026	125396	66.94	06/22/2026	INV	PD	OFFICE SUPPLIES
						3,308.67				
10183 ON THE WING FALCONRY										
781108	7033	05/29/2026	10338938	07072026	125397	12,740.00	06/22/2026	INV	PD	PEST BIRD ABATEMENT SERVI
11325 OTT, STEPHEN										
10271106PD		06/18/2026	10339244	07072026	125398	184.00	06/18/2026	INV	PD	PER DIEM MOTOR OFFICER CO
10271106MIL		06/18/2026	10339245	07072026	125398	391.44	06/18/2026	INV	PD	MILEAGE MOTOR OFFICER COU
10201023		06/18/2026	10339247	07072026	125398	195.72	06/18/2026	INV	PD	MILEAGE PRE-MOTOR OFFICER
						771.16				
2408 PV VILLAGE PET HOSPITAL										
821405250		06/09/2026	10339289	07072026	125399	10.00	06/18/2026	INV	PD	INJURED OPPOSUM 6/2/26
822743229		06/10/2026	10339290	07072026	125399	10.00	06/18/2026	INV	PD	INJURED BUNNY 6/10/26
						20.00				
13211 PIRSAHELI, BIJAN										
05180527mil		06/18/2026	10339262	07072026	125400	107.43	06/18/2026	INV	PD	MILEAGE HOMICIDE INVESTIG
10521 PLACEWORKS										
CORB-01.0 - 15	6888	04/30/2026	10338872	07072026	125401	18,241.13	06/22/2026	INV	PD	GENERAL PLAN UPDATE CONSU
CORB-01.0 - 16	6888	05/31/2026	10339081	07072026	125401	16,458.50	06/22/2026	INV	PD	GENERAL PLAN UPDATE CONSU
						34,699.63				
2548 PRUDENTIAL OVERALL SUPPLY										
43109283		04/07/2026	10339365	07072026	125402	29.45	05/07/2026	INV	PD	STATION 3 MATS
43123157		06/02/2026	10339368	07072026	125402	29.45	07/02/2026	INV	PD	STATION 3 MATS
43111020		04/14/2026	10339370	07072026	125402	27.50	05/14/2026	INV	PD	STATION 1 TOWELS/MATS
43124895		06/09/2026	10339371	07072026	125402	27.50	07/09/2026	INV	PD	STATION 1 TOWELS/MATS
43111719		04/16/2026	10339372	07072026	125402	54.52	05/16/2026	INV	PD	STATION 2 TOWELS/MATS
43125507		06/11/2026	10339373	07072026	125402	54.52	07/11/2026	INV	PD	STATION 2 TOWELS/MATS

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						222.94				
12665 QUALITY REFRIGERATION COMPANY INC										
0113332-IN		06/02/2026	10339135	07072026	125403	4,936.54	07/02/2026	INV	PD	REPAIR MAIN JAIL A/C
0112868-IN		06/02/2026	10339136	07072026	125403	1,325.00	07/02/2026	INV	PD	MAIN JAIN AC - TROUBLESHO
113412-IN		06/08/2026	10339137	07072026	125403	4,422.00	07/08/2026	INV	PD	PERRY PK SR. CT. AC FAN M
						10,683.54				
8230 RAYNE WATER SYSTEMS										
9569		05/31/2026	10339115	07072026	125404	138.00	06/30/2026	INV	PD	FS2 WATER SFTNR 6/1-6/30/
2618 RED WING SHOE STORES										
011ST1-4822540		06/10/2026	10339194	07072026	125405	318.58	07/10/2026	INV	PD	MICHAEL BENSON WORKBOOTS
011ST1-4822514		06/10/2026	10339195	07072026	125405	350.00	07/10/2026	INV	PD	STEVE GARCIA WORKBOOTS
						668.58				
2633 REDONDO BEACH ROUND TABLE										
7		06/18/2026	10339397	07072026	125406	70.00	06/19/2026	INV	PD	RT JUNE 2026 MEETING - CA
14426 REGALADO, PHILIP										
TEAMSTER 05/14/26		05/14/2026	10339043	07072026	125407	29.25	06/22/2026	INV	PD	TEAMSTER REGALADO CHAINSA
TEAMSTER 5/12/26		05/12/2026	10339044	07072026	125407	39.00	06/22/2026	INV	PD	TEAMSTER REGALADO CONFINE
						68.25				
9637 REGIONAL TAP CENTER										
6027462		05/31/2026	10339256	07072026	125408	84.48	06/22/2026	INV	PD	TAP May 2026 CS
6027439		05/31/2026	10339257	07072026	125408	644.00	06/22/2026	INV	PD	TAP May 2026 CH
						728.48				
2685 RICHARDS, WATSON & GERSHON										
258891		06/08/2026	10338918	07072026	125409	10,407.00	06/22/2026	INV	PD	2/26 Muni Code/City Chart
258893		06/08/2026	10338919	07072026	125409	6,007.00	06/22/2026	INV	PD	3/26 Muni Code/City Chart
258808		05/31/2026	10339078	07072026	125409	1,062.00	06/22/2026	INV	PD	4/26 New Commune DTLA 22-
256050		12/03/2025	10339087	07072026	125409	354.00	06/22/2026	INV	PD	10/25 New Commune DTLA 22
258809		05/31/2026	10339088	07072026	125409	265.50	06/22/2026	INV	PD	4/26 New Commune DTLA 22-
258810		05/31/2026	10339089	07072026	125409	2,744.10	06/22/2026	INV	PD	4/26 J. Bell Legal Fees
258811		05/31/2026	10339121	07072026	125409	33,515.38	06/22/2026	INV	PD	4/26 Mehta Mechanical Cor
						54,354.98				
14102 ROBERT HALF										
66302169	7093	06/09/2026	10339417	07072026	125410	1,505.93	06/22/2026	INV	PD	ROBERT HALF INC Contracto
66331529	7093	06/17/2026	10339418	07072026	125410	1,309.50	06/22/2026	INV	PD	ROBERT HALF INC Contracto
						2,815.43				
15022 RODARTE, ADRIAN										
TEAMSTERS 3/12/26		05/28/2026	10339035	07072026	125411	1,039.90	06/22/2026	INV	PD	TEAMSTERS CERTIFICATES PL

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12304 RON'S MAINTENANCE, INC.										
1541	7341	06/16/2026	10339200	07072026	125412	24,540.00	07/15/2026	INV	PD	PROVIDE CATCH BASIN MAINT
15650 RUTAN & TUCKER LLP										
062226		06/22/2026	10339414	07072026	125413	550,000.00	06/22/2026	INV	PD	6/26 New Commune DTLA, LL
2783 SAFETY-KLEEN CORPORATION										
99902341		05/28/2026	10339079	07072026	125414	1,206.40	06/27/2026	INV	PD	SHOP - PICK UP OIL FILTER
2811 SANTA ANA COLLEGE										
73934		05/26/2026	10339237	07072026	125415	2,714.00	06/18/2026	INV	PD	BASIC ACADEMY OLEKSIK AND
73933		05/26/2026	10339238	07072026	125415	230.00	06/18/2026	INV	PD	PRE ACADEMY OLEKSIK AND R
						2,944.00				
15630 SAUCEDO, DESIREE										
CEA 5/12/26		05/12/2026	10339037	07072026	125416	699.07	06/22/2026	INV	PD	CEA SEAUCEDO ETHICAL ADMI
CEA 12/22/25		12/22/2025	10339040	07072026	125416	722.73	06/22/2026	INV	PD	CEA SAUCEDO ADMIN & PUBLI
						1,421.80				
8595 SCOTT ROBINSON CHRYSLER, DODGE, JEEP, RAM										
522122		05/15/2026	10339004	07072026	125417	748.05	07/09/2026	INV	PD	UNIT 671-23 REPLACE BLOCK
4861 SECTRAN SECURITY, INC.										
26061669		06/12/2026	10339163	07072026	125418	617.76	06/16/2026	INV	PD	415 DIAMOND ST -JUNE 2026
11774 SHAFER, MARIA										
2026-019 RBPC		05/29/2026	10339395	07072026	125419	510.00	06/22/2026	INV	PD	MEETING MINUTES FOR PLANN
8931 SIGNAL ATTORNEY SERVICE, INC.										
061526		06/15/2026	10339093	07072026	125420	25.00	06/22/2026	INV	PD	Services Rendered from 06
2898 SIGNVERTISE										
12844		06/11/2026	10339096	07072026	125421	285.23	06/22/2026	INV	PD	TABLE COVERS
8862 SONSRAY MACHINERY										
PSO227913-1		06/08/2026	10339072	07072026	125422	4,396.62	07/08/2026	INV	PD	UNIT 362-26 BOLT, WASHER,
PSO228916-1		06/12/2026	10339184	07072026	125422	791.56	07/11/2026	INV	PD	UNIT 362-26 GRILL GUARD
						5,188.18				
11210 SOUTH BAY FLEET SPECIALIST										
22090		06/01/2026	10339020	07072026	125423	3,955.67	07/01/2026	INV	PD	UNIT 257 REPAIR GRILL, HO
22086		05/28/2026	10339021	07072026	125423	4,157.55	06/28/2026	INV	PD	UNIT 652-23 REPAIR FRONT

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
22089		06/01/2026	10339022	07072026	125423	3,473.27	07/01/2026	INV	PD	UNIT 403 TORRANCE PD 2600
						11,586.49				
2990 SOUTH BAY FORD										
591581		06/05/2026	10339028	07072026	125424	111.83	07/05/2026	INV	PD	UNIT 318 TAIL LAMP
592479		06/11/2026	10339080	07072026	125424	178.71	07/10/2026	INV	PD	UNIT 265 IGNITION OIL
593060		06/16/2026	10339185	07072026	125424	45.26	07/15/2026	INV	PD	UNIT 260 SPARK PLUG WIRES
593082		06/16/2026	10339335	07072026	125424	128.27	07/16/2026	INV	PD	UNIT 265-16 COIL WIRE PLU
593058		06/16/2026	10339336	07072026	125424	69.48	07/16/2026	INV	PD	UNIT 265-16 SPARK PLUG WI
CM593058		06/16/2026	10339337	07072026	125424	-69.48	06/16/2026	CRM	PD	UNIT 265-16 SPARK PLUG WI
						464.07				
9634 SOUTH BAY LANDSCAPING, INC.										
21991		05/31/2026	10338994	07072026	125425	1,392.00	06/30/2026	INV	PD	MONTHLY PIER LANCSCAPE 5/
21996		05/31/2026	10338995	07072026	125425	1,200.00	06/30/2026	INV	PD	MONTHLY MEDIAN LANDSCAPIN
21995		05/31/2026	10338996	07072026	125425	1,824.00	06/30/2026	INV	PD	MONTHLY HARBOR LANDSCAP A
						4,416.00				
3016 SOUTHERN CALIFORNIA EDISON										
700724544574-060126		06/01/2026	10339012	07072026	125426	916.38	06/22/2026	INV	PD	1521 KINGSDALE AVE 04/28-
700354269811-060126		06/01/2026	10339013	07072026	125426	1,159.28	06/22/2026	INV	PD	1521 KINGSDALE AVE 04/28-
701032444301-060126		06/01/2026	10339014	07072026	125426	99.10	06/22/2026	INV	PD	1521 KINGSDALE 04/28-05/2
700964814988-060326		06/03/2026	10339016	07072026	125426	1,478.78	06/23/2026	INV	PD	706 KNOB HILL PED 04/30-0
700062391656-0605		06/05/2026	10339017	07072026	125426	1,969.40	06/25/2026	INV	PD	BERYL/HARBOR, 350 PORTOFI
700062327897-0626		06/05/2026	10339018	07072026	125426	3,931.64	06/25/2026	INV	PD	361 HARBOR DR, 280 MARINA
700062474209-061126		06/11/2026	10339101	07072026	125426	3,680.44	07/01/2026	INV	PD	STEINHART, MORG, BLOSSOM/
701032448038-051826		05/18/2026	10339345	07072026	125426	1,888.74	06/08/2026	INV	PD	2430 / 2506 MANHATTAN BCH
700634979323-060526		06/05/2026	10339346	07072026	125426	1,623.55	06/25/2026	INV	PD	412 CAMINO REAL, AVENUE H
600001012446-060926		06/09/2026	10339355	07072026	125426	93,157.65	06/29/2026	INV	PD	GRANT/FRANCISCA/ARTESIA/C
						109,904.96				
15303 SOUTHSTAR ENGINEERING & CONSULTING, INC										
927	7170	05/31/2026	10339173	07072026	125427	15,781.50	06/22/2026	INV	PD	CONSTRUCTION MANAGEMENT F
926	7170	05/31/2026	10339174	07072026	125427	23,992.00	06/22/2026	INV	PD	CONSTRUCTION MANAGEMENT F
925	7170	05/31/2026	10339175	07072026	125427	13,019.00	06/22/2026	INV	PD	CONSTRUCTION MANAGEMENT F
914	7170	05/31/2026	10339176	07072026	125427	23,059.50	06/22/2026	INV	PD	CONSTRUCTION MANAGEMENT F
894	7170	04/30/2026	10339178	07072026	125427	28,390.50	06/22/2026	INV	PD	CONSTRUCTION MANAGEMENT F
						104,242.50				
3045 SPECIALTY DOORS										
57163S		06/07/2026	10339112	07072026	125428	817.97	07/07/2026	INV	PD	FS1 ADJ SAFETIES & DOOR
57162S		06/07/2026	10339113	07072026	125428	686.97	07/07/2026	INV	PD	FS2 BACK SIDE TROUBLESHOO
						1,504.94				
3070 STANDARD INSURANCE										
JULY 1 2026		06/19/2026	10339394	07072026	125429	9,598.32	06/22/2026	INV	PD	BENEFITS-RET, VOL, LTD, D
11144 STRICKFADEN, DIANE										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
MGMT 6/1/26		06/16/2026	10339201	07072026	125430	1,146.08	06/22/2026	INV	PD	D. STRICKFADEN PRINCIPLES
9715 T2 SYSTEMS CANADA INC.										
7001680		05/28/2026	10339293	07072026	125431	174.00	06/22/2026	INV	PD	EXTEND BY PHONE USAGE 4/2
14254 TECHWASTE RECYCLING LLC										
BOL398792		06/17/2026	10339156	07072026	125432	1,036.00	06/17/2026	INV	PD	ON SITE E WASTE DESTRUCTI
11361 TIREHUB, LLC										
59480622		06/17/2026	10339186	07072026	125433	985.55	07/16/2026	INV	PD	STOCK POLICE TIRES
7361 TRANSPORTATION CONCEPTS										
5160526	7086	06/11/2026	10339643	07072026	125434	372,892.40	06/22/2026	INV	PD	May 2026 Transportation C
6479 TRANSTECH ENGINEERS, INC.										
20261104.2	7110	01/31/2026	10339435	07072026	125435	44,473.54	06/22/2026	INV	PD	PLAN CHECK AND CONSULTANT
20261976	7110	01/31/2026	10339436	07072026	125435	47,068.08	06/22/2026	INV	PD	PLAN CHECK AND CONSULTANT
20263984	7110	04/30/2026	10339437	07072026	125435	3,454.00	06/22/2026	INV	PD	PLAN CHECK AND CONSULTANT
20263396	7110	03/31/2026	10339438	07072026	125435	2,983.00	06/22/2026	INV	PD	PLAN CHECK AND CONSULTANT
						97,978.62				
15215 TRUE NORTH COMPLIANCE SERVICES INC										
26-04-058	7103	05/01/2026	10339431	07072026	125436	1,015.00	06/22/2026	INV	PD	PLAN CHECK AND CONSULTING
26-01-058	7103	02/01/2026	10339432	07072026	125436	82,865.79	06/22/2026	INV	PD	PLAN CHECK AND CONSULTING
26-02-058	7103	03/01/2026	10339433	07072026	125436	61,218.48	06/22/2026	INV	PD	PLAN CHECK AND CONSULTING
26-03-058	7103	04/01/2026	10339434	07072026	125436	5,927.32	06/22/2026	INV	PD	PLAN CHECK AND CONSULTING
						151,026.59				
3268 TWINING LABORATORIES OF S CALIFORNIA										
109964	6713	06/17/2026	10339295	07072026	125437	1,074.56	06/22/2026	INV	PD	WILDERNESS PARK PROJECT
5885 U.S. BANK CORPORATE PAYMENT SYSTEM										
2076-05222026		05/22/2026	10338303	07072026	125438	16.45	06/15/2026	INV	PD	CALCARD MAY 2026 - MICHAE
9211-05222026		05/22/2026	10338304	07072026	125438	26.55	06/15/2026	INV	PD	CALCARD MAY 2026 - ESTELA
6932-05222026		05/22/2026	10338305	07072026	125438	3,190.17	06/15/2026	INV	PD	CALCARD MAY 2026 - MARIO
3248-05222026		05/22/2026	10338332	07072026	125438	173.04	06/15/2026	INV	PD	CALCARD MAY 2026 - GLENDY
0304-05222026		05/22/2026	10338334	07072026	125438	4,084.50	06/15/2026	INV	PD	CALCARD MAY 2026 - JUSTIN
6234-05222026		05/22/2026	10338523	07072026	125438	850.86	06/15/2026	INV	PD	CALCARD MAY 2026 - ROBERT
483705222026		06/19/2026	10339378	07072026	125438	890.00	06/19/2026	INV	PD	ZOBAGIJR CALCARD 052026
579405222026		06/30/2026	10339684	07072026	125438	4,954.76	06/30/2026	INV	PD	MIKE COOK CALCARD MAY 22
610405222026		06/18/2026	10339240	07072026	125438	42.96	06/18/2026	INV	PD	JACOB GRAJEDA CAL CARD 5/
397705222026		05/22/2026	10339270	07072026	125438	264.00	06/15/2026	INV	PD	K. BUCK URBAN LAND INSTIT
05222026-4451		05/22/2026	10339286	07072026	125438	115.36	06/15/2026	INV	PD	Ups Mailing, Chat gpt
05222026-6846		05/22/2026	10339288	07072026	125438	1,236.59	06/15/2026	INV	PD	Marcs - Cal Card- food,co
6645052226		06/18/2026	10339294	07072026	125438	80.00	06/18/2026	INV	PD	STEVE SHIANG CAL CARD 052
425405222026		06/02/2026	10339083	07072026	125438	12.75	06/02/2026	INV	PD	S MEYER 5/26 CAL CARD
995464-052226		05/22/2026	10339090	07072026	125438	40.00	07/23/2026	INV	PD	CAL CARD STATEMENT

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
05222026-3986		05/22/2026	10339092	07072026	125438	539.52	06/15/2026	INV	PD	DIAZ CAL CARD
871705222026		05/22/2026	10339142	07072026	125438	197.00	06/15/2026	INV	PD	N. PETZ CAL CARD MAY 2026
727906152026		06/15/2026	10339143	07072026	125438	2,927.34	06/15/2026	INV	PD	LIBRARY/VILHAUER
429605222026		06/16/2026	10339148	07072026	125438	1,880.66	06/16/2026	INV	PD	GLopez Cal Card 429605222
7933-05222026		05/22/2026	10339065	07072026	125438	905.24	06/15/2026	INV	PD	YANG CALCARD 5/26
037305222026		06/15/2026	10339066	07072026	125438	886.00	06/15/2026	INV	PD	VChang Cal Card 037305222
582005222026		06/15/2026	10339067	07072026	125438	1,557.52	06/15/2026	INV	PD	KMartin Cal Card 58200522
3193-05222026		05/22/2026	10339068	07072026	125438	888.54	07/07/2026	INV	PD	CAL CARD - JESSE REYES
555905222026		06/15/2026	10339070	07072026	125438	345.75	06/15/2026	INV	PD	MGranados Cal Card 555905
5165-07072026		05/22/2026	10339071	07072026	125438	270.91	07/07/2026	INV	PD	CAL CARD - LAUREN SABLAN
5708-05222026		05/22/2026	10339059	07072026	125438	1,281.80	06/15/2026	INV	PD	MAY CALCARD 5/26
3686-05222026		05/22/2026	10339060	07072026	125438	593.03	06/15/2026	INV	PD	REGAN CALCARD 5/26
8775-05222026		05/22/2026	10339061	07072026	125438	289.66	06/15/2026	INV	PD	SMITH CALCARD 5/26
3478-05222026		05/22/2026	10339062	07072026	125438	764.05	06/15/2026	INV	PD	STOUT CALCARD 5/26
6431-05222026		05/22/2026	10339063	07072026	125438	1,679.78	06/15/2026	INV	PD	WADDELL CALCARD 5/26
5479-05222026		05/22/2026	10339064	07072026	125438	81.20	06/15/2026	INV	PD	YAMAMOTO CALCARD 5/26
5362-05222026		05/22/2026	10339054	07072026	125438	15.87	06/15/2026	INV	PD	DODIER CALCARD 5/26
8353-05222026		05/22/2026	10339055	07072026	125438	2,715.44	06/15/2026	INV	PD	HOFF CALCARD 5/26
573205222026		06/15/2026	10339053	07072026	125438	285.61	06/15/2026	INV	PD	LORENA SOULES CAL CARD 06
2968-05222026		05/22/2026	10339056	07072026	125438	647.66	06/15/2026	INV	PD	MAHONEY CALCARD 5/26
609905222026		06/15/2026	10339057	07072026	125438	2,995.24	06/15/2026	INV	PD	ZPainter Cal Card 6099052
8908-05222026		05/22/2026	10339058	07072026	125438	416.00	06/15/2026	INV	PD	MALLABON CALCARD 5/26
801305222026		06/15/2026	10339046	07072026	125438	1,002.00	06/15/2026	INV	PD	CDiaz Cal Card 8013052220
1615-05222026		05/22/2026	10339047	07072026	125438	406.05	06/15/2026	INV	PD	BOSTER CALCARD 5/26
5730-05222026		05/22/2026	10339048	07072026	125438	152.31	06/15/2026	INV	PD	BROWN CALCARD 5/26
4839-05222026		05/22/2026	10339049	07072026	125438	294.94	06/15/2026	INV	PD	BUTLER CALCARD 5/26
6273-05222026		05/22/2026	10339050	07072026	125438	104.25	06/15/2026	INV	PD	CONARD CALCARD 5/26
8866-05222026		05/22/2026	10339051	07072026	125438	77.17	06/15/2026	INV	PD	CURRIE CALCARD 5/26
256405222026		05/22/2026	10338992	07072026	125438	215.64	06/15/2026	INV	PD	BODENHAMER CALCARD 05/22/
023205222026		05/22/2026	10338993	07072026	125438	41.23	06/15/2026	INV	PD	MALO CALCARD 05/22/2026
949805222026		06/15/2026	10339033	07072026	125438	585.20	06/15/2026	INV	PD	SLuckey Cal Card 94980522
427005222026		06/15/2026	10339036	07072026	125438	735.21	06/15/2026	INV	PD	ALopez Cal Card 427005222
825405222026		06/15/2026	10339039	07072026	125438	363.49	06/15/2026	INV	PD	JGordon Cal Card 82540522
737505222026		06/15/2026	10339045	07072026	125438	821.95	06/15/2026	INV	PD	ALopez Cal Card 737505222
682005222026		05/22/2026	10338986	07072026	125438	217.15	06/15/2026	INV	PD	MANIS CALCARD 05/22/2026
067305222026		05/22/2026	10338987	07072026	125438	1,615.19	06/15/2026	INV	PD	HAVRILCHAK CALCARD 05/22/
836605222026		05/22/2026	10338988	07072026	125438	242.40	06/15/2026	INV	PD	HALEY CALCARD 05/22/2026
728305222026		05/22/2026	10338989	07072026	125438	1,226.03	06/15/2026	INV	PD	PLUGGE CALCARD 05/22/2026
110305222026		05/22/2026	10338990	07072026	125438	68.17	06/15/2026	INV	PD	WESTPHAL CALCARD 05/22/20
920305222026		05/22/2026	10338991	07072026	125438	133.16	06/15/2026	INV	PD	RECINOS CALCARD 05/22/202
600105222026		05/22/2026	10338980	07072026	125438	1,569.12	06/15/2026	INV	PD	MENDENCE CALCARD 05/22/20
213305222026		05/22/2026	10338981	07072026	125438	917.76	06/15/2026	INV	PD	DOSSETT CALCARD 05/22/202
674105222026		05/22/2026	10338982	07072026	125438	2,081.50	06/15/2026	INV	PD	SPRENGEL CALCARD 05/22/20
293605222026		05/22/2026	10338983	07072026	125438	5,579.04	06/15/2026	INV	PD	LONG CALCARD 05/22/2026
770105222026		05/22/2026	10338984	07072026	125438	627.28	06/15/2026	INV	PD	KILPATRICK CALCARD 05/22/
960205222026		05/22/2026	10338985	07072026	125438	752.14	06/15/2026	INV	PD	COOK CALCARD 05/22/2026
287005222026		05/22/2026	10338974	07072026	125438	2,578.05	06/15/2026	INV	PD	PRESTIA CALCARD 05/22/202
628205222026		05/22/2026	10338975	07072026	125438	69.52	06/15/2026	INV	PD	GONZALEZ CALCARD 05/22/20
493405222026		05/22/2026	10338976	07072026	125438	916.86	06/15/2026	INV	PD	DELERY M CALCARD 05/22/20
080905222026		05/22/2026	10338977	07072026	125438	22.73	06/15/2026	INV	PD	AHUMADA CALCARD 05/22/202
574005222026		05/22/2026	10338978	07072026	125438	129.71	06/15/2026	INV	PD	MERRILL CALCARD 05/22/202
710605222026		05/22/2026	10338979	07072026	125438	381.35	06/15/2026	INV	PD	ROSE CALCARD 05/22/2026
348105222026		05/22/2026	10338967	07072026	125438	155.94	06/15/2026	INV	PD	HENRY CALCARD 05/22/2026
221305222026		05/22/2026	10338969	07072026	125438	67.69	06/15/2026	INV	PD	MONTEILH CALCARD 05/22/20
609605222026		05/22/2026	10338970	07072026	125438	351.52	06/15/2026	INV	PD	WEADOCK CALCARD 05/22/202

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111105222026		05/22/2026	10338971	07072026	125438	49.69	06/15/2026	INV	PD	HOLLEY CALCARD 05/22/2026
991705222026		05/22/2026	10338972	07072026	125438	911.91	06/15/2026	INV	PD	LOFSTROM CALCARD 05/22/20
423505222026		05/22/2026	10338973	07072026	125438	146.21	06/15/2026	INV	PD	SADEGHI CALCARD 05/22/202
782505222026		05/22/2026	10338960	07072026	125438	47.84	06/15/2026	INV	PD	SPRY CALCARD 05/22/2026
674905222026		05/22/2026	10338961	07072026	125438	815.57	06/15/2026	INV	PD	WINDMAN CALCARD 05/22/202
5151-05222026		05/22/2026	10338962	07072026	125438	1,022.03	06/15/2026	INV	PD	CALCARD MAY 2026 - JUAN O
027005222026		05/22/2026	10338964	07072026	125438	-2,049.60	06/15/2026	CRM	PD	PORTOLESE CALCARD 05/22/2
257205222026		05/22/2026	10338965	07072026	125438	218.85	06/15/2026	INV	PD	OTT CALCARD 05/22/2026
220505222026		05/22/2026	10338966	07072026	125438	475.00	06/15/2026	INV	PD	CENICEROS CALCARD 05/22/2
052220267606		06/10/2026	10338947	07072026	125438	234.00	06/10/2026	INV	PD	CAL CARD ROBERT PIERCE 5/
064305222026		05/22/2026	10338952	07072026	125438	376.54	06/15/2026	INV	PD	HARRISON CALCARD 05/22/20
566005222026		05/22/2026	10338953	07072026	125438	427.15	06/15/2026	INV	PD	MARTIN CALCARD 05/22/2026
709605222026		05/22/2026	10338954	07072026	125438	146.56	06/15/2026	INV	PD	VALDIVIA CALCARD 05/22/20
140205222026		05/22/2026	10338956	07072026	125438	490.63	06/15/2026	INV	PD	STEVENS CALCARD 05/22/202
984405222026		05/22/2026	10338958	07072026	125438	5,603.40	06/15/2026	INV	PD	TEMPRANO CALCARD 05/22/20
681305222026		06/09/2026	10338923	07072026	125438	890.00	06/09/2026	INV	PD	CCASTLE CALCARD 052026
185705222026		06/09/2026	10338925	07072026	125438	1,241.86	06/09/2026	INV	PD	RMCHEL CALCARD 052026
679705222026		06/09/2026	10338927	07072026	125438	151.68	06/09/2026	INV	PD	JCHUNG CALCARD 052026
9234-05222026		05/22/2026	10338931	07072026	125438	363.00	06/15/2026	INV	PD	CALCARD MAY 2026 - MITCHE
647205222026		06/10/2026	10338936	07072026	125438	86.45	06/10/2026	INV	PD	CAL CARD KORTA 6472052220
420405222026		06/10/2026	10338940	07072026	125438	110.97	06/10/2026	INV	PD	MPINEDO CAL CARD 42040707
052220263689		06/09/2026	10338899	07072026	125438	3,441.78	06/09/2026	INV	PD	JACK MEYER CAL CARD 5/22/
6390-05222026		05/22/2026	10338913	07072026	125438	4,521.98	06/15/2026	INV	PD	CALCARD MAY 2026 - MICHAE
6366-05222026		05/22/2026	10338914	07072026	125438	1,349.75	06/15/2026	INV	PD	CALCARD MAY 2026 - BRIAN
775405222026		06/09/2026	10338920	07072026	125438	12.00	06/09/2026	INV	PD	MWITZANSKY CALCARD 052026
680505222026		06/09/2026	10338921	07072026	125438	967.23	06/09/2026	INV	PD	BWALLER CALCARD 052026
940805222026		06/09/2026	10338922	07072026	125438	1,793.75	06/09/2026	INV	PD	JLIGHT CALCARD 052026
1647-05222026		05/22/2026	10338868	07072026	125438	1,349.07	06/22/2026	INV	PD	CALCARD MAY 2026 - MARK G
2602-05222026		05/22/2026	10338869	07072026	125438	17,520.31	06/22/2026	INV	PD	CALCARD MAY 2026 - ROBERT
1017-05222026		05/22/2026	10338891	07072026	125438	1,048.76	06/22/2026	INV	PD	CALCARD MAY 2026 - AIRRON
5897-05222026		05/22/2026	10338893	07072026	125438	148.18	06/22/2026	INV	PD	CALCARD MAY 2026 - CHRIST
5628-05222026		05/22/2026	10338894	07072026	125438	99.43	06/22/2026	INV	PD	CALCARD MAY 2026 - JOE FA
4849-05222026		05/22/2026	10338895	07072026	125438	1,322.41	06/22/2026	INV	PD	CALCARD MAY 2026 - PHILLI
7572-05222026		05/22/2026	10338841	07072026	125438	1,903.35	06/22/2026	INV	PD	CALCARD MAY 2026 - ROY LA
782005222026		06/02/2026	10338844	07072026	125438	1,123.31	06/02/2026	INV	PD	ROBERT NORMAN 5/26 CAL CA
7359-05222026		05/22/2026	10338845	07072026	125438	529.38	06/22/2026	INV	PD	CALCARD MAY 2026 - JOSUE
9449-05222026		05/22/2026	10338864	07072026	125438	4,369.44	06/22/2026	INV	PD	CALCARD MAY 2026 - TOMMY
0088-05222026		05/22/2026	10338865	07072026	125438	835.02	06/22/2026	INV	PD	CALCARD MAY 2026 - SAXWEL
0826-05222026		05/22/2026	10338867	07072026	125438	2,658.26	06/22/2026	INV	PD	CALCARD MAY 2026 - DAVID
9224-05222026		05/22/2026	10338791	07072026	125438	14,733.38	06/22/2026	INV	PD	CALCARD MAY 2026 - CHRIS
8996-05222026		05/22/2026	10338794	07072026	125438	9,070.95	06/22/2026	INV	PD	CALCARD MAY 2026 - JUAN C
4694-05222026		05/22/2026	10338824	07072026	125438	288.85	06/22/2026	INV	PD	CALCARD MAY 2026 - STEVEN
7663-05222026		05/22/2026	10338826	07072026	125438	430.83	06/22/2026	INV	PD	CALCARD MAY 2026 - JOSE O
3471-05222026		05/22/2026	10338838	07072026	125438	565.08	06/22/2026	INV	PD	CALCARD MAY 2026 - VICTOR
4246-05222026		05/22/2026	10338839	07072026	125438	2,656.14	06/22/2026	INV	PD	CALCARD MAY 2026 - FERNAN
7739-522026		05/22/2026	10338649	07072026	125438	430.00	06/15/2026	INV	PD	E. MANZANO - MAY 2026 CAL
6818-05222026		05/22/2026	10338650	07072026	125438	98.73	06/15/2026	INV	PD	5/26 L. Omura Cal Card
6120-05222026		05/22/2026	10338655	07072026	125438	1,617.71	06/15/2026	INV	PD	5/26 M. Morallo Cal Card
4608-05222026		05/22/2026	10338656	07072026	125438	2,547.24	06/15/2026	INV	PD	CALCARD MAY 2026 - ADRIAN
8979-05222026		05/22/2026	10338657	07072026	125438	2,415.49	06/15/2026	INV	PD	CALCARD MAY 2026 - JOHNAT
0978-05222026		06/04/2026	10338662	07072026	125438	2,226.78	06/04/2026	INV	PD	CHELSEA SIMPSON CALCARD M
6289-05222026		05/22/2026	10338524	07072026	125438	979.26	06/15/2026	INV	PD	CALCARD MAY 2026 - HUMBER
424705222026		06/02/2026	10338536	07072026	125438	225.01	06/02/2026	INV	PD	Jonathan Reyes-Flores Cal
946005222026		06/02/2026	10338576	07072026	125438	5,812.82	06/02/2026	INV	PD	ANTHONY WILSON CAL CARD 5
512905222026		06/02/2026	10338586	07072026	125438	670.00	06/02/2026	INV	PD	AMY WU 5/26 CAL CARD

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4196-05222026		05/22/2026	10338632	07072026	125438	34.00	06/15/2026	INV	PD	5/26 J. Ford Cal Card
7342-052226		05/22/2026	10338646	07072026	125438	14.34	06/15/2026	INV	PD	E. BODKIN - MAY 2026 CALC
						164,213.32				
5332 UNITED RENTALS NORTHWEST, INC.										
185398016-076		06/06/2026	10338896	07072026	125439	197.55	06/22/2026	INV	PD	Homeless Ct. Portable Res
263133240-001		06/08/2026	10339011	07072026	125439	742.05	07/08/2026	INV	PD	30" ARTICULTNG ELECT LIFT
						939.60				
13579 VEOLIA WTS SERVICES USA, INC.										
903833260 101048528		06/11/2026	10339353	07072026	125440	361.82	07/11/2026	INV	PD	EXCHANGE, DI, MIX BED, 1.
903833259 101048527		06/11/2026	10339360	07072026	125440	365.64	07/11/2026	INV	PD	EXCHANGE, DI, MIX BED, 1.
						727.46				
8088 VERIZON BUSINESS SERVICES										
z2249324		06/17/2026	10339159	07072026	125441	42.47	06/17/2026	INV	PD	u0189628
3621 VERIZON WIRELESS										
6145043426		06/17/2026	10339158	07072026	125442	366.51	06/17/2026	INV	PD	84200064000002 MAY26
6144968104		06/01/2026	10339268	07072026	125442	407.00	07/01/2026	INV	PD	MONTHLY FEES ACCOUNT 3705
						773.51				
6081 VERONICA TAM & ASSOCIATES										
3776	7149	06/09/2026	10339082	07072026	125443	1,725.00	06/22/2026	INV	PD	On-Call Consulting Re: Ho
14811 VESTIS UNIFORM AND WORK PLACE										
5860581473	6754	06/17/2026	10339218	07072026	125444	173.10	07/10/2026	INV	PD	6/17 PIER UNIFORMS
5860581468	6754	06/17/2026	10339219	07072026	125444	246.77	07/10/2026	INV	PD	6/17 PARKS UNIFORMS
5860581469	6754	06/17/2026	10339220	07072026	125444	481.53	07/10/2026	INV	PD	6/17 PW YARD UNIFORMS
5860579180	6754	06/10/2026	10339165	07072026	125444	171.08	07/10/2026	INV	PD	6/10 PIER UNIFORMS
5860579176	6754	06/10/2026	10339168	07072026	125444	475.91	07/10/2026	INV	PD	PW YARD UNIFORMS 6/10
5860579175	6754	06/10/2026	10339177	07072026	125444	243.89	07/10/2026	INV	PD	6/10 PARKS UNIFORMS
27443649	6754	08/23/2025	10339188	07072026	125445	44.18	09/23/2025	INV	PD	PW EMPLOYEE - 1 SLASH POC
27334688	6754	06/27/2025	10339189	07072026	125445	72.16	07/27/2025	INV	PD	PW EMPLOYEE - 2 SLASH POC
27512335	6754	10/01/2025	10339191	07072026	125445	39.76	11/01/2025	INV	PD	PIER UNIFORMS 10/1/25
						1,948.38				
14946 WALLER, BRADLEY										
SMF042026		06/10/2026	10338949	07072026	125446	119.30	06/10/2026	INV	PD	BWALLER SMF 042026 TRVL X
3408 WAXIE SANITARY SUPPLY										
83944328		05/22/2026	10339109	07072026	125447	840.81	06/22/2026	INV	PD	RBPAC JANITORIAL SUPPLIES
83956723		06/02/2026	10339114	07072026	125447	138.00	07/02/2026	INV	PD	RBPAC JANITORIAL SUPPLIES
83969134		06/09/2026	10339197	07072026	125447	3,299.90	07/08/2026	INV	PD	PIER JANITORIAL SUPPLIES
83980276		06/16/2026	10339216	07072026	125447	90.78	07/16/2026	INV	PD	PARKS JANITORIAL SUPPLIES
83980365		06/16/2026	10339217	07072026	125447	1,009.79	07/16/2026	INV	PD	PIER JANITORIAL SUPPLIES
83980397		06/16/2026	10339221	07072026	125447	1,484.60	07/16/2026	INV	PD	SEASIDE LAGOON JANITORIAL

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						6,863.88				
5811 WENGER										
914621	7382	06/11/2026	10339646	07072026	125448	18,014.73	06/25/2026	INV	PD	THEATRICAL EQUIPMENT AND
14462 WIENER, MARC										
06102026		06/10/2026	10338932	07072026	125449	125.06	06/22/2026	INV	PD	Travel Reimbursement For
06092026		06/09/2026	10338933	07072026	125449	59.76	06/22/2026	INV	PD	Travel Reimbursement For
						184.82				
13146 YUNEX LLC										
90010403	7299	06/10/2026	10339029	07072026	125450	1,719.50	07/10/2026	INV	PD	FLASHING BEACONS/SIGNALIZ
5610008530	7299	06/11/2026	10339030	07072026	125450	925.00	07/11/2026	INV	PD	TRAFFIC SIGNAL RESPONSE C
						2,644.50				
		492 INVOICES				3,163,176.49				

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

Administrative Report

H.5., **File #** 26-0757 **Meeting Date:** 7/7/2026

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

TITLE
APPROVE CONTRACTS UNDER $35,000:

1. APPROVE AN AGREEMENT WITH ZOLL MEDICAL CORPORATION FOR EXTENDED WARRANTY SERVICES FOR AUTOPULSE DEVICES IN AN AMOUNT NOT TO EXCEED $7,876.13 FOR THE TERM JULY 1, 2026 TO NOVEMBER 30, 2028

   CONTACT: PATRICK BUTLER, FIRE CHIEF

2. APPROVE A CONSENT TO ASSIGNMENT OF THE AGREEMENT WITH EXCELSIOR ELEVATOR CORPORATION TO LIFTECH ELEVATOR SERVICES, LLC TO PROVIDE ELEVATOR MAINTENANCE SERVICES FOR THE EXISTING TERM THROUGH FEBRUARY 19, 2027

   CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

3. APPROVE A THIRD AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE PROVISION OF INMATE FOOD SERVICES BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOOD SERVICES UNIT AMENDING EXHIBIT A TO INCREASE THE UNIT COST FROM $3.36 TO $3.52 PER MEAL FOR FISCAL YEAR 2026-27

   CONTACT: STEPHEN SPRENGEL, POLICE CHIEF

4. APPROVE AN AMENDMENT TO THE AGREEMENT WITH MAXIMUS US SERVICES, INC., THE CITY'S INTERNAL SERVICE FUND ALLOCATION CONSULTANT, TO REFLECT FY 2026 REPORTING IN LIEU OF FY 2025 REPORTING IN EXHIBIT B OF THE AGREEMENT AND TO EXTEND THE TERM TO JUNE 30, 2027 WITH NO CHANGE IN COST

   CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

EXECUTIVE SUMMARY
Approve Contracts Under $35,000

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt, Signature & Insurance - Zoll Medical Corporation
- Consent to Assignment, Signature & Insurance - Excelsior Elevator Corporation to Liftech Elevator Services, LLC
- Agmt - Excelsior Elevator Corporation, February 20, 2024
- Third Amendment & Signature - County of Los Angeles
- Agmt & Amendments 1-2 - County of Los Angeles
- First Amendment, Signature & Insurance - Maximus US Services, Inc.
- Agmt - Maximus US Services, Inc.

ZOLL

EXPERTCARE EXTENDED WARRANTY 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: **Issac Yang** 3103180663 398 4309 / issac.yang@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: **00047843**
Quote Date: May 12, 2026
Quote Pricing: Valid for 60 Days

AutoPulse

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89002-PP-AP	**AutoPulse - Precision Service Plan, 2 Year, Post Sale** AutoPulse - Precision Service Plan, 2 Year, Post Sale. Includes: Repairs: Parts and labor per ZOLL Limited Product Warranty, and minimum service fee waived. Shipping and use of a Service Loaner upon request during device service, and no charge shipping. Serial Number(s): 36981,36982,36989	07/01/2026 to 06/30/2028	3	$2,115.00	$1,903.50	$5,710.50
8889-89001-PP-AP	**AutoPulse - Precision Service Plan, 1 Year, Post Sale** AutoPulse - Precision Service Plan, 1 Year, Post Sale. Includes: Repairs: Parts and labor per ZOLL Limited Product Warranty, and minimum service fee waived. Shipping and use of a Service Loaner upon request during device service, and no charge shipping. Serial Number(s): 35667,35668,36981 36982,36989 5 Months	07/01/2028 to 11/30/2028	5	$481.25	$433.13	$2,165.63

TOTAL: **$7,876.13**

COMMENTS:

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30 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.

TERMS & CONDITIONS: The terms and conditions of this contract are set forth in the ExpertCare Service Plan Terms & Conditions which can be found at https://www.zoll.com/en/About/Corporate-Governance-and-Responsibilities/orderterms. 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 22B1043D19B343A... Date: 6/19/2026 | 5:24 AM PDT

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 City of Redondo Beach ("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 Preventative 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).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
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:		

INSURED
ZOLL Medical Corporation
and Subsidiaries
269 Mill Road
Chelmsford MA 01824-4105 USA

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CLL640976008	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 Excluded
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA6409761-08	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION			EXS5200217	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$7,000,000 $7,000,000
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N / N / A		LWL30091690500	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

CERTIFICATE HOLDER

Redondo Beach Fire Department
Attn: Claudia Huizar
401 S. Broadway
Redondo Beach CA 90277 USA

CANCELLATION

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570113936409

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AGENCY CUSTOMER ID: 570000097583
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	ZOLL Medical Corporation
POLICY NUMBER	
See Certificate Number: 570113936409	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570113936409	

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

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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).

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 CN101609659--PROUM-25-26 PU	**CONTACT NAME:** , **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Carrier.certrequest@Marsh.com
INSURED ZOLL MEDICAL CORPORATION AND SUBSIDIARIES 269 MILL ROAD CHELMSFORD, MA 01824-4105	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Federal Insurance Company / 20281 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	**N / A**					☐ 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.

CERTIFICATE HOLDER

Redondo Beach Fire Department
Attn: Claudia Huizar
401 S. Broadway
Redondo Beach, CA 90277

CANCELLATION

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

Marsh USA LLC

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CONSENT TO ASSIGNMENT OF THE AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND EXCELSIOR ELEVATOR CORPORATION TO LIFTECH ELEVATOR SERVICES LLC

THIS CONSENT TO ASSIGNMENT (this "Consent") is made and entered into by the City of Redondo Beach, a chartered municipal corporation ("City"), Excelsior Elevator Corporation, a California corporation ("Assignor"), and Liftech Elevator Services, LLC, a California limited liability company ("Assignee"). City, Assignor, and Assignee are sometimes referred to individually as "Party" and collectively as the "Parties".

RECITALS

A. WHEREAS, on February 20, 2024, City and Assignor entered into that certain Agreement for Project Services (the "Agreement").

B. WHEREAS, Assignor represents that effective April 21, 2026, Assignor was acquired by Assignee, and Assignor's operations, personnel, and service agreements, including the Agreement, are being consolidated under Assignee (the "Transaction");

C. WHEREAS, as a result of such acquisition, Assignee has agreed to assume succeeds to all of Assignor's rights, title, interests, duties, and obligations under the Agreement;

D. WHEREAS, Section 18 of the Agreement requires the City's prior written consent to any assignment of the Agreement;

E. WHEREAS, City is willing to grant consent to the assignment only on the terms and conditions set forth in this Consent.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. **Consent to Assignment:** City consents to the assignment of the Agreement from Assignor to Assignee; provided, however, that this Consent shall not impose any additional obligations on the City or otherwise affect any of the rights of the City under the Agreement.

2. **No Additional City Obligations; Reservation of Rights:** For avoidance of doubt, this Consent:

    a. does not impose any additional obligations on City,
    b. does not waive any right, remedy, defense, or claim City has or may have under the Agreement or at law, and
    c. does not amend the Agreement except solely to the extent necessary to recognize Assignee as the "Contractor".

3. **Assignment and Delegation:** Under this Consent, Assignor hereby grants, conveys, transfers, assigns, and sets over its entire rights and delegates its

entire obligations under the Agreement, including without limitation, all rights, duties, and obligations arising therefrom or relating thereto.

4. **Assumption by Assignee:** Assignee hereby accepts the assignment and assumes and agrees to perform and discharge all duties, obligations, and liabilities of Assignor under the Agreement, including, without limitation, any duties, obligations, or liabilities that accrued or arose prior to, on, or after April 21, 2026, to the same extent as if Assignee were the original "Contractor" under the Agreement.

5. **No Novation; No Release of Assignor:** Nothing in this Consent shall be construed as a novation or as a release of Assignor from any duty, obligation, or liability under the Agreement that accrued or arose prior to April 21, 2026. Assignor shall remain responsible for any such obligations unless and until they are fully performed and satisfied by Assignee; provided, however, that City may, in its sole discretion, look to Assignee for performance as the successor Contractor.

6. **No Consent to Subcontracting or Further Assignment:** Except for the assignment expressly consented to herein, nothing in this Consent shall be deemed or construed as City consent to any subcontracting, delegation, or further assignment of the Agreement. City's rights under Section 18 and all other provisions of the Agreement are expressly reserved.

7. **Remittance of Payments and Notice:** City will remit payments relating to Assignor's services and/or products covered under the Agreement to Assignee at the address outlined in the Notices section.

8. **Notices:** Written notices required under the Agreement, including those pertaining to this Consent, shall be delivered by registered or certified mail, postage prepaid, email, or personally or personally served, and addressed to the following parties.

City: City of Redondo Beach
Public Works Department
531 N Gertruda Ave
Redondo Beach, CA 90277
Attention: Andrea Delap
Email: andrea.delap@redondo.org

Assignee: Liftech Elevator Services, LLC
2897 Gardena Avenue
Signal Hill, CA 90755
Attention: Matthew Rough, Account Executive
Email: matt.rough@liftechelevator.com

All notices, including notices of address changes, provided under this Consent 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.

9. **Continuing Terms:** Except as otherwise set forth herein, the terms and conditions of the Agreement shall remain in full force and effect between the parties.

10. **Authority to Execute:** Each person executing this Consent represents and warrants that they have full authority to execute this Consent on behalf of the entity for whom they are acting herein. Each Party executing on behalf of Assignor and Assignee further represent they have authority to bind their respective entities to the assignment and assumption described herein. In the event the Party for Assignor or Assignee is not duly authorized to enter into and execute this Consent, the Party shall be personally liable to City.

11. **Severability:** Should any provision of this Consent be found invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

12. **Amendment:** This Consent may be modified or amended only by a subsequent writing executed by all of the parties.

13. **Governing Law:** This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.

14. **Venue:** In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

SIGNATURES FOLLOW ON NEXT PAGE

AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND EXCELSIOR ELEVATOR CORPORATION

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

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".

* * * * *

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.

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 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, employment laws, and non-discrimination 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 11/2 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. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. 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.

18. 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.

19. 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.

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 Contractor 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 Contractor.

23. 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.

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 Contractor, 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, Contractor 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 Contractor 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. 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.

32. 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.

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 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.

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 20th day of February, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
6BC0853B8F644F1...

William C. Brand, Mayor

James A. Light, Mayor

EXCELSIOR ELEVATOR CORPORATION,
a California corporation

DocuSigned by:
Matthew Rough
13DCACCCD6E345C...

By:
Name: Matthew Rough
Title: Regional Sales Manager

ATTEST:

DocuSigned by:
Eleanor Manzano
72E2AC716C214CE...

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...

Michael W. Webb, City Attorney

EXHIBIT "A"

SCOPE OF WORK

I. CONTRACTOR'S DUTIES

A. Description of Work. Contractor shall:

1. Provide specialized preventative maintenance services for all elevator equipment located in City-owned buildings and the City Pier/Harbor facility as provided herein.
2. Ensure compliance with relevant State Codes and guidelines, maintaining operational efficiency and safety.
3. This scope of services shall include any maintenance of any support or related devices, controls, machines, services or equipment used for the efficient operation of the Facilities.
4. Ensure that all elevators and related equipment are properly maintained and adhere to State Codes, obtaining the required State operating permits in accordance with State laws and regulations.
5. Provide minor replacement parts as determined by the City. If major equipment replacement is required, Contractor may participate in the City's bidding process, along with other qualified contractors.
6. If equipment replacement is undertaken by a different contractor, Contractor shall provide preventive maintenance on the new equipment after the expiration of its initial warranty period.

B. Schedule of Work and Communications. Contractor shall:

1. Contractor shall submit a schedule of work to the City's Building Maintenance Manager or designee at least one week in advance, listing all daily and weekly duties. Standard work hours are set from 7:00 a.m. to 4:00 p.m., Monday through Thursday, with any deviations requiring written approval from the City's Building Maintenance Manager or designee.
2. For tasks at the Pier/Harbor, Contractor shall provide a similar work schedule to the City's Pier/Harbor Manager or Supervisor, or designee, following the same timeline and procedures. The same working hours apply, and exceptions must be sanctioned in writing by the City's Pier/Harbor authorities.
3. Contractor shall notify the Pier/Harbor Manager or Supervisor at least 30 minutes before arrival to coordinate parking at the Pier. Contractor shall be responsible for parking fees. Alternatively, Contractor has the discretion to purchase a monthly parking pass for 24/7 access to the Pier Parking Structures, which would not require contacting the Pier/Harbor Manager or Supervisor for parking arrangements.
4. Contractor shall report without delay any damage to City property or equipment to the City's Building Maintenance Manager, and the Pier/Harbor

Manager/Supervisor, or designee, and shall be held accountable for such damage.

5. Contractor must immediately report in writing any changes to property or equipment made during work to the City's Building Maintenance Manager, and the Pier/Harbor Manager/Supervisor or designee. All modified property or equipment should be restored to its original state.
6. If Contractor's performance falls short of City standards, the City reserves the right to carry out or assign the necessary work and deduct the costs from Contractor's payments. Contractor shall reimburse the City for expenses arising from or associated with emergency responses due to its negligence. Any costs incurred by the City staff due to the Contractor's actions or inactions will be back-charged to the Contractor.
7. Contractor shall notify the City's Building Maintenance Manager or Building Maintenance Supervisor, Pier/Harbor Manager/Supervisor thirty (30) minutes prior to each visit to any City site or Facility. All visits must be scheduled in advance.
8. Contractor must, at its sole cost and expense, furnish mobile telephones and pagers for any supervisor and principals or employees of the firm responsible for the performance of the scope of work. Contractor shall also provide their contact details to the City's representative. Contractor must ensure availability by telephone 24 hours a day, seven days a week.

C. Administration and Management

1. Contractor shall implement a system for the administration and management of the provided services. This system shall include management techniques, procedures, forms, tracking methods, and coordination with City staff. Contractor shall record start and finish times along with service details on a data sheet service log, which must be maintained at each site. Provide a copy of the Preventative Maintenance Service worksheet to the City's Building Maintenance Manager, Supervisor, or send via fax or email on the same day. Contractor provide regular reporting and ongoing operational coordination with the City's Building Maintenance Manager or Supervisor and provide professional consultants as required. Contractor shall provide regular check-in with feedback and status. Furnish qualified personnel, manufacturer-specified parts, approved materials, proper tools, and either in-house or contracted services in accordance with the terms and conditions of this Agreement.
2. Contractor shall develop, maintain, and update, as part of the Facilities maintenance documentation, data on each item of major equipment and Facilities. The data shall include necessary information to identify and reorder routine consumable products and/or normally predictive failure components/sub-assemblies
3. The Preventative Maintenance and the responsibility of the Contractor shall not be limited only to the major pieces of equipment or Facilities, but shall also encompass all accessory devices, control components, and facility

automation systems that physically and functionally comprise and integrate the identified mechanical and electrical equipment and its operation.

4. Contractor shall provide "on-call" emergency services as requested by the City's Public Works Director, Deputy Director, Building Maintenance Manager, or designee. These emergency services are considered additional to the regularly scheduled maintenance.
    a. Emergency services must be available on a 24-hour basis, including weekends and legal holidays.
    b. Contractor must respond to emergency calls within two hours.

D. Extent of Maintenance Coverage

Contractor shall maintain the Hydraulic elevators under this Agreement as follows:

1. Provide all necessary materials, labor, tools, and equipment to render complete preventative maintenance services for the equipment outlined in this Agreement.
2. Employ and utilize only personnel who are directly trained, employed, and supervised by the Contractor. Ensure the maintenance and service personnel are qualified to make adjustments and provide necessary maintenance to the equipment.
3. Organize at least semi-annual inspections by the Contractor's supervisory staff to oversee maintenance and service personnel. Schedule these inspections between the Supervisor and City's representative.
4. Adhere to the equipment specifications, notwithstanding any exceptions mutually agreed upon by both parties.
5. Contractor shall perform regular and systematic inspections, adjustments, and lubrication as part of routine maintenance. Upon identifying any problematic conditions, the Contractor shall report these to the City's representative. Following the City representative's approval, the Contractor shall repair or replace the following:
    a. **Motor:** Windings, bearings, rotating element, commentators, brushes and brush holders.
    b. **Motor Generator**: Windings, bearings, and rotating element.
    c. **Hydraulic**: Pump Unit, valves and motors, and jack unit except underground cylinders and piping.
    d. **Jack Unit**: Guide bearing, packing and packing gland only.
    e. **Controller:** All relays, resistors, contacts, coils, leads, dispatching and power equipment, selectors, solid state components, computer components, transformers, and chokes and filters.
    f. **Dispatching Equipment**: All relays, resistors, contacts, coils, leads, fuses, transformer, timing devices and solid-state components.
    g. **Selector:** All electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers and solid state components.
    h. **Governor:** Sheave, bearings, shafts, contacts and governor jaws.

i. **Hoist way Equipment:** Buffers, compensating sheave assemblies, compensating cable or chains, guide rails, counterweight safeties and guide shoes, load weighing equipment and seismic devices.
j. **Structural Car Frame:** Safeties, guide shoes.
k. **Power Door Operator**: Car and hoist way door hanger tracks and rollers, car opening protective devices, door auxiliary closer, door gibs and door interlocks.
l. **Elevator Control Wiring**: Located in the machine room, hoist way, car including the traveling cables.
m. **Fixtures:** Call and hall operating buttons, contacts and signal bulbs, key switches and locks, lamps and sockets. Replacement of signal fixture bulbs shall be performed during regular examinations.
n. **Car Equipment:** Power door operator, door protective devices, car door hangers, car door contact and car guide shoes including roller guides.
o. **Furnish:** Lubricants and Hydraulic Fluid
p. **Safety Devices:** Contractor shall periodically examine safety devices.
q. **Wire Rope Cables**: Contractor shall inspect wire rope cables. In the event that a cable is deemed unsafe for operation, evidenced by conditions such as kinks or fraying, the Contractor shall replace it, contingent upon receiving approval from the City's representative.
r. **Valves**: Relief valve, pilot, lowering, leveling and checking valves; or any of the parts thereof.
s. **Environmental:** All hydraulic oil spills shall be cleaned and debris disposed of in an environmentally-friendly manner.

E. Parts Inventory and Lubricants

Contractor shall maintain a supply of frequently used replacement parts and lubricants required for routine maintenance. Replacement parts furnished under the Agreement shall be original equipment manufactured or parts specifically selected by the Contractor for use on the equipment. All replacements parts shall be new or refurbished to the City's standards.

F. Monthly Fire Recall Testing

1. Contractor shall conduct monthly fire recall testing on all equipped elevators and maintain a log of the test results, as required by code.
2. The following items are excluded from this Agreement.
    a. Braille and tactile plates, key mortise cylinders, instruction or warning signs in connection with the use of the equipment by passengers.
    b. Telephones installed by others, smoke and heat detectors with related wiring and annunciation panels, air conditioners or cooling systems, heating systems, card key or touch pads, intercom, music or security systems, computer devices, keyboards, or display units.

c. Failure of hydraulic jack unit or concealed pipes and conduits.
d. Hoist way enclosure, including hoist way door panels, frames, sills, fascia, hoist way gates, and hoist way cleaning. Signal fixture and operating station cover plates or plastic inserts.
e. Valves: Including various types of valves and their components.
f. Environmental: Cleaning and environmentally-friendly disposal of hydraulic oil spills.

3. It is agreed that repairs and replacements under this Agreement are limited to normal wear and tear. Contractor is not responsible for replacements or repairs due to negligence or misuse by others, or for causes beyond their reasonable control; including the incorrect use of key switches, damages to the equipment by acts of God, forces of elements, and changes in the normal environment and/or operating conditions.

G. Services to be Provided at Following Facilities
Contractor shall perform the services are the following facilities.

Location	Mfg.	Unit	Machine Number
401 Diamond Street	Oliver & Williams	Hydraulic Passenger	061539
415 Diamond Street	Dover	Hydraulic Passenger	107019
415 Diamond Street	Oliver & Williams	Dumbwaiter	043109
101 Torrance Blvd.	U.S	Hydraulic Passenger	053871
101 Torrance Blvd.	U.S.	Hydraulic service	053872
309 Esplanade	Dover	Hydraulic Passenger	107269
303 N. Pacific Coast Hwy	Reliable	Hydraulic Passenger	107151
303 N. Pacific Coast Hwy	Reliable	Hydraulic Service	107236
180 North Harbor Drive	Otis	Hydro Passenger	075023
200 N. Pacific Coast Hwy	Otis/Coast	Hydraulic Passenger	061485

II. CITY'S DUTIES

A. Upon the Contractor's request and subsequent written approval from the City's Building Maintenance Manager, or the Pier/Harbor Manager/Supervisor (or designee), the City agrees to provide storage facilities for the equipment as detailed in Section I.B of the Agreement.

B. City will retain copies of the data as described in Section I.C.2 of the Agreement. These copies will be kept on site and made available for review by City staff or authorized designees.

EXHIBIT “B”

TERM AND TIME OF COMPLETION

TERM. The term of this Agreement shall commence on February 20, 2024 and expire February 19, 2027 ("Term"), 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 table set forth below for the work described in Exhibit "A" of this Agreement.

Description of Service	Amount
Scheduled Preventative Maintenance Services	$1,340 per month
Cost for Emergency Call-Outs – Regular Business Hours	$268 per hour
Cost for Emergency Call-Outs – Overtime Hours	$465 per hour
Mark-Up Added to Parts	15%

B. **NOT TO EXCEED AMOUNT.** If unexpected issues arise, including but not limited to, the need to order additional parts, failures of hydraulic pumps, or starter motor failure, which necessitate extra work, the price may exceed the amount specified in Section A of this Exhibit "C". In such case, Contractor shall provide an estimate for the additional tasks. However, any additional costs shall not exceed a ten percent contingency to cover unforeseen work. The total annual payment to the Contractor shall not exceed $55,781, with a cumulative limit of $167,343 over the three-year term of the agreement.

C. **METHOD OF PAYMENT.** Contractor shall provide invoices to City for approval and payment. The invoices shall include the dates of service, description of the services performed, applicable fee, subtotal, and total amount. Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. Contractor shall submit a monthly invoice to the City. Contractor shall provide any other back-up material upon request.

D. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of receipt of the invoice; provided, however, that the services are completed to the City's reasonable satisfaction.

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

Contractor: Excelsior Elevator
2219 S. Grand Avenue
Santa Ana, CA 92705
Attention: Matt Rough
Email: matt@excelsiorelevator.com

City: City of Redondo Beach
Public Works Department
531 N Gertruda Ave
Redondo Beach, CA 90277
Attention: Rob Osborne
Email: rob.osborne@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received on the next business day if by email and 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.

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 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 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 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 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.

EXHIBIT A

Food Services Rates

Los Angeles County Sheriff's Department

Fiscal Year 2026-2027 Redondo Beach Police Department

Billing rates for Food Services effective July 1, 2026:

Service	Rate
Per meal	$3.52

Signatures

Authorized Public Entity Representative:

Print Name

Signature

Date

Contract Law Enforcement Bureau Representative:

Sergeant Jason Lee
Print Name

Signed by:
Jason Lee
084C7F23AAF842D...
Signature

6/23/2026 | 10:47 AM PDT
Date

EXHIBIT A

Food Services Rates

Los Angeles County Sheriff's Department

Fiscal Year 2025-2026 Redondo Beach Police Department

Billing rates for Food Services effective July 1, 2025:

Service	Rate
Per meal	$3.36

Signatures

Authorized Public Entity Representative:

James A. Light

Print Name

DocuSigned by:
6BC0853B8F644F1...

Signature

7/4/2025 | 9:00 AM PDT

Date

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano,
City Clerk

Contract Law Enforcement Bureau Representative:

Sergeant Jason Lee

Print Name

Signed by:
Jason Lee
081C7F23AAF842B...

Signature

6/25/2025 | 1:29 PM PDT

Date

Signed by:
A5A27AAE40834DE...

Joy A. Ford,
City Attorney

EXHIBIT A

Food Services Rates

Los Angeles County
Sheriff's Department

Fiscal Year 2024-2025 Redondo Beach Police Department

Billing rates for Food Services effective July 1, 2024:

Service	Rate
Per meal	$3.26

Signatures

Authorized Public Entity Representative:

James A. Light, Mayor
Print Name

DocuSigned by:
6BC0853B8F644F1...
Signature

7/26/2024 | 2:30 PM PDT
Date

Contract Law Enforcement Bureau Representative:

Sergeant Jason Lee
Print Name

DocuSigned by:
Jason Lee
081C7F23AAF842B...
Signature

7/17/2024 | 1:10 PM PDT
Date

ATTEST: DocuSigned by: Eleanor Manzano 72F2AC716C214CF...
Eleanor Manzano, CMC
City Clerk
City of Redondo Beach

APPROVED AS TO FORM: DocuSigned by: Michael W. Webb 669049EDE03D402...
Michael W. Webb
City Attorney
City of Redondo Beach

FOOD SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF REDONDO BEACH

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EXHIBIT A: FOOD SERVICES RATES		

FOOD SERVICES AGREEMENT

This Food Services Agreement ("Agreement") is made and entered into this 26TH day of DECEMBER, 2023 by and between by the County of Los Angeles ("COUNTY") and the City of Redondo Beach ("PUBLIC ENTITY").

RECITALS

A. WHEREAS, public entities require pre-packaged, prepared meals to feed various individuals, such as prisoners in their jail facilities and/or juveniles under their care; and

B. WHEREAS, PUBLIC ENTITY is desirous of contracting with COUNTY for the provision food services by the Los Angeles County Sheriff's Department ("LASD"), Food Services Unit ("FSU"); and

C. WHEREAS, such food services will encompass the preparation and delivery of pre-packaged, prepared meals; and

D. WHEREAS, COUNTY and LASD are agreeable to rendering such food services on the terms and conditions set forth in this Agreement; and

E. WHEREAS, this Agreement is authorized by Sections 56 1/2 and 56 3/4 of the Charter of the County of Los Angeles and/or California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 COUNTY, through LASD, agrees to provide pre-packaged, prepared meals to PUBLIC ENTITY as set forth herein.

1.2 The number of meals and delivery days shall be as mutually agreed upon by LASD FSU and PUBLIC ENTITY. PUBLIC ENTITY may request meals from LASD FSU via email or telephone. Requests shall be submitted to LASD FSU via a COUNTY-provided email address, which contains PUBLIC ENTITY name (PUBLIC ENTITYNAME@lasd.org) so ordering is specific to PUBLIC ENTITY, or via telephone call to LASD FSU at 323-526-5558.

1.3 LASD shall be responsible for the delivery of the meals to PUBLIC ENTITY. LASD FSU will propose the best delivery day to PUBLIC ENTITY, according to the existing delivery routes, which helps to keep the meal cost to a minimum. The

frequency of deliveries will be tailored to the specific need of PUBLIC ENTITY. Delivery hours will be off-peak hours between 10:00 p.m. and 8:00 a.m., Monday through Friday. The specific day of delivery is subject to change at the sole discretion of LASD FSU. If a critical food shortage occurs, PUBLIC ENTITY can request meals and pick them up at LASD Century Regional Detention Facility.

1.4 Special requests may be accommodated by LASD FSU, in its sole discretion, with at least twenty-four (24) hours advance notice.

1.5 LASD shall deliver the meals to a pre-designated, mutually agreed upon food storage location. Thereafter, it is the responsibility of PUBLIC ENTITY to serve the meals and provide any necessary clean-up.

1.6 At the time of delivery, the meals provided by COUNTY will meet the nutritional and caloric requirements established by the Food and Nutrition Board of the National Research Council, the Institute of Medicine of the National Academies, the California Daily Food Guide, and the Dietary Guidelines for Americans, in accordance with the Title 15 of the California Code of Regulations.

1.7 At the time of delivery, LASD FSU's food preparation and the quality of the meals shall comply with the standards set forth in the California Health and Safety Code, Division 104, Part 7, Chapter 4, Articles 1-8.

1.8 LASD shall provide PUBLIC ENTITY with a monthly menu not less than one (1) week prior to the beginning of the following month. Menus are subject to change based upon the availability of food ingredients from vendors; therefore, LASD reserves the right to make menu changes as necessary.

2.0 ADMINISTRATION OF COUNTY PERSONNEL

2.1 The rendition of the food services performed by COUNTY, through LASD, the standards of performance, the discipline of officers and civilian employees, and other matters incident to the performance of such food services and the control of personnel so employed shall remain with COUNTY and the Sheriff of Los Angeles County. COUNTY shall pay all wages, salaries, worker's compensation, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them.

2.2 With regard to Paragraph 2.1 above, COUNTY, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

3.0 INDEMNIFICATION AND INSURANCE

3.1 PUBLIC ENTITY shall indemnify, defend, and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with PUBLIC ENTITY's acts and/or omissions arising from and/or relating to this Agreement.

3.2 COUNTY shall indemnify, defend, and hold harmless PUBLIC ENTITY, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with COUNTY's acts and/or omissions arising from and/or relating to this Agreement.

3.3 COUNTY shall provide to PUBLIC ENTITY a certificate of self-insurance certifying that COUNTY is self-insured for general liability, automobile liability, and workers' compensation liability.

4.0 BILLING RATES

4.1 For and in consideration of the rendition of the food services performed by COUNTY under this Agreement, PUBLIC ENTITY shall pay COUNTY for said services according to the billing rates set forth in Exhibit A, Food Services Rates, of this Agreement.

4.2 Billing rates for the meals shall be based on the recovery of ingredient costs, mileage costs, labor costs, and other relevant costs.

4.3 The billing rates shall be readjusted by the COUNTY Auditor-Controller annually effective July 1 of each year to reflect the cost of such food services in accordance with the policies and procedures for the determination of such rates as adopted by COUNTY. COUNTY shall notify PUBLIC ENTITY of billing rate changes no later than May 1 of the current contract year. Any change in billing rates shall be documented in a written notification from COUNTY to PUBLIC ENTITY. Such written notification will be in the form of a revised Exhibit A, Food Services Rates, which shall be signed by authorized representatives of LASD Contract Law Enforcement Bureau and PUBLIC ENTITY and attached as an Amendment to this

Agreement pursuant to Section 8.0, Amendments, of this Agreement.

5.0 PAYMENT PROCEDURES

5.1 COUNTY, through LASD, shall invoice PUBLIC ENTITY monthly for all food services performed during the previous month, and PUBLIC ENTITY shall pay COUNTY for all undisputed amounts within sixty (60) calendar days after the date of said invoice.

5.2 If such payment is not delivered to the COUNTY office which is described on said invoice within sixty (60) calendar days after the date of the invoice, COUNTY is entitled to recover interest thereon.

5.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.

5.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the COUNTY office which is described on said invoice within ninety (90) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of PUBLIC ENTITY on deposit with COUNTY without giving further notice to PUBLIC ENTITY of the COUNTY's intention to do so.

6.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2023 or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2028, unless sooner extended or terminated, in whole or in part, as provided for herein.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.

7.2 In the event of the termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

7.3 Notwithstanding the foregoing, COUNTY may cancel the provision of service at any time, in the event of exigent circumstances, if the Sheriff concludes that there

are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law. In the event of such a circumstance, COUNTY will provide at least a ten (10) calendar day notice of its inability unless circumstances preclude them, as a practical matter, from giving at least a ten (10) calendar day notice, in which event the COUNTY shall provide such notice of less than ten (10) calendar days as is feasible and practical under the circumstances.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of COUNTY and PUBLIC ENTITY.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

PUBLIC ENTITY represents and warrants that the person executing this Agreement for PUBLIC ENTITY is an authorized agent who has actual authority to bind the PUBLIC ENTITY to each and every term, condition herein.

11.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is between COUNTY and PUBLIC ENTITY and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between COUNTY and PUBLIC ENTITY. The employees and agents of one party shall not be construed to be employees and agents of the other party.

12.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.0 NOTICES

13.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

13.2 Notices to COUNTY shall be addressed as follows:

Los Angeles County Sheriff's Department
Food Services Unit
Attn: Unit Commander
4700 Ramona Blvd, Room 316
Monterey Park, CA 91754
Tel No. 323-526-5558
Fax. No. 323-415-1023

13.3 Notices to PUBLIC ENTITY shall be addressed as follows:

City of Redondo Beach
Attn: Maria Temprano
401 Diamond St.
Redondo Beach, CA 90277
Tel. No. 310-379-2477

14.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16.0 ENTIRE AGREEMENT

This Agreement, and any Exhibit hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or

oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

EXHIBIT A

Food Services Rates

Los Angeles County
Sheriff's Department

Fiscal Year 2023-2024 Redondo Beach Police Department

Billing rates for Food Services effective July 1, 2023:

Service	Rate
Per meal	$3.20

Signatures W. C. B

Authorized Public Entity Representative:

Mayor William C. Brand
Print Name

Signature

11/13/2023
Date

Contract Law Enforcement Bureau Representative:

Sergeant Ruben Loera
Print Name

Ruben Loera
Signature

11/21/23
Date

FOOD SERVICES AGREEMENT

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and PUBLIC ENTITY has caused this Agreement to be executed on its behalf by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By R. Luna
ROBERT G. LUNA, Sheriff

Date 12/26/2023

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____Approval on File_____
Principal Deputy County Counsel

CITY OF REDONDO BEACH

By W. C. Brand
Authorized Representative

Date 11/13/2023

APPROVED AS TO FORM:

By Michael W. Webb
Public Entity Attorney

ATTEST:

E Manzano
ELEANOR MANZANO, CMC, CITY CLERK
November 14, 2023

FIRST AMENDMENT TO THE SERVICE AGREEMENT BETWEEN MAXIMUS US SERVICES, INC. AND THE CITY OF REDONDO BEACH, CALIFORNIA

This First Amendment to the Service Agreement ("First Amendment") is entered into as of July 7, 2026 ("Effective Date"), by and between Maximus US Services, Inc. ("Maximus") and the City of Redondo Beach, California ("Client"). Maximus and Client are sometimes referred to individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the parties entered into that certain Service Agreement dated February 3, 2026 (the ("Agreement");

WHEREAS, the parties desire to amend the Agreement to replace Exhibit B to reflect Fiscal Year 2026 reporting services in lieu of Fiscal Year 2025 reporting services; and

WHEREAS, the parties further desire to extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Amendment to Section 2:** Section 2(a) of the Agreement is hereby amended to read in its entirety as follows:

   Section 2(a). Unless earlier terminated pursuant to Section 4 of the Agreement, the term of the Agreement is hereby extended through June 30, 2027.

2. **Replacement of Exhibit B:** Exhibit B of the Agreement is hereby deleted in its entirety and replaced with Exhibit B-1 attached hereto and incorporated by this reference.

3. **No Other Modifications:** Except as expressly amended by this First Amendment, all terms, covenants, conditions, and provisions of the Agreement shall remain unchanged and in full force and effects and are hereby ratified and confirmed.

4. **Counterparts:** This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Electronic signatures shall have the same force and effect as the original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

Maximus:
Maximus US Services, Inc.
By: Signed by: Jaida Williams
Name: Jaida Williams
Title: Sr. Specialist - Contracts
Date: 7/1/2026 | 12:41 PM PDT

Client:
Redondo Beach, California
By: _____
Name: James A. Light
Title: Mayor
Date: _____

EXHIBIT B-1

COMPENSATION:

For Services provided as set forth in Exhibit A of the Agreement, Client agrees to pay Maximus compensation in the amount of Twenty Thousand Dollars ($20,000).

Maximus will render to Client one or more invoices for the fees specified herein upon delivery of the Cost Allocation Plans as specified in Exhibit A, with payment due thirty (30) days after the Client's receipt of invoice.

The fee breakdown is as follows:

Fiscal Year 2026 Reporting	$20,000

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/25/2026

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).

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
16th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	QBE Specialty Insurance Company	11515
INSURER B:	Zurich American Ins Co	16535
INSURER C:	American Zurich Ins Co	40142
INSURER D:	XL Specialty Insurance Co	37885
INSURER E:		
INSURER F:		

INSURED
Maximus US Services
1600 Tysons Blvd, Suite 1400
McLean VA 22102 USA

COVERAGES **CERTIFICATE NUMBER:** 570121163340 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	GLO509621811 Deductible: $100,000	05/01/2026	05/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $2,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP 5096219 11 Deductible: $100,000	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $10,000	Y	Y	US00075267LI26A	05/01/2026	05/01/2027	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N		Y	WC509621611 Deductible $1,000,000	05/01/2026	05/01/2027	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC509621711 EL Limit Effective 7/1/26	05/01/2026	05/01/2027	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$2,000,000 $2,000,000 $2,000,000
A	E&O - Professional Liability - Primary			100039892 Claims Made SIR applies per policy terms & conditions	08/01/2025	08/01/2026	Clm/Agg SIR	$10,000,000 $15,000,000

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

Cyber Liability, Network Interruption, Security & Privacy Liability and Media Content Liability are included in E&O policies. Severability of Interest Clause included under General Liability policy. RE: 2026 Cost Allocation Plan. Redondo Beach California is included as Additional Insured in accordance with policy provisions of General Liability, Automobile Liability, Umbrella Liability and Professional Liability policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured in accordance with the policy's provisions. Waiver of Subrogation granted in favor of Redondo Beach California in accordance with policy provisions of General Liability, Automobile Liability, Umbrella Liability, Professional Liability and Workers' Compensation

CERTIFICATE HOLDER

Redondo Beach California
Attn: Robert Norman
415 Diamond St
Redondo Beach CA 90277 USA

CANCELLATION

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

Aon Risk Services Central, Inc.

Holder Identifier : GovClient L

Certificate No : 570121163340

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 06/24/2026

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.

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
16th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000093922

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AXIS Insurance Company	37273
INSURER B:	Zurich American Ins Co	16535
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Maximus US Services
1600 Tysons Blvd, Suite 1400
McLean VA 22102 USA

COVERAGES **CERTIFICATE NUMBER:** 570121141985 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: 2026 Cost Allocation Plan.

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
B	X PROPERTY CAUSES OF LOSS / DEDUCTIBLES	PPR629647500	05/01/2026	05/01/2027	BUILDING	
	BASIC / BUILDING				X PERSONAL PROPERTY	$5,000,000
	BROAD / CONTENTS				BUSINESS INCOME	
	X SPECIAL				EXTRA EXPENSE	
	EARTHQUAKE				RENTAL VALUE	
	WIND				BLANKET BUILDING	
	FLOOD				BLANKET PERS PROP	
	X Loss Limit Ded $500,000				BLANKET BLDG & PP	
					X Loss Limit	$10,000,000
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
A	X CRIME TYPE OF POLICY Crime - Primary	P00100064849105 SIR applies per policy terms & conditions	08/01/2025	08/01/2026	X Employee Dishonesty	$5,000,000
					X Deductible	$500,000
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Social Engineering and 3rd party coverage is included in the Crime insurance policy. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Property policy.

CERTIFICATE HOLDER

Redondo Beach California
Attn: Robert Norman
415 Diamond St.
Redondo Beach CA 90277 USA

CANCELLATION

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

Aon Risk Services Central, Inc.

Holder Identifier :

CERTIFICATE NUMBER: 570121141985

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AGENCY CUSTOMER ID: 570000093922

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Maximus US Services
POLICY NUMBER	
See Certificate Number: 570121163340	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570121163340	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

policies.
With respect to the General Liability, Automobile and Workers' Compensation Policies:
A. If Zurich should cancel or non-renew this coverage Part (s) by written notice to the first Named Insured for any reason other than nonpayment of premium, Zurich will mail or deliver a copy of such written notice of cancellation or non renewal.
1. To the name and address corresponding to each person or organization shown in the Schedule; Certificate holders as required by written contract.
2. At least 60 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured.
3. If Zurich should cancel this Coverage Part (s) by written notice to the first Named Insured for nonpayment of premium, Zurich will mail or deliver a copy of such written notice of cancellation to the name and address for certificate holders where this is required by written contract, at least 10 days prior to the effective date of such cancellation.
B. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

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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.	WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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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.

ADDITIONAL INSURED – DESIGNATED 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):
ONLY THOSE 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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 5096218-11	05/01/2026	05/01/2027		18708000	$ **INCL**	$

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.

Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 5096218-11	05/01/2026	05/01/2027		18708000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: MAXIMUS, INC.

Address (including ZIP Code): 1600 TYSONS BOULEVARD, SUITE 1400, MCLEAN, VA 22102

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 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.

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Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 5096218-11	05/01/2026	05/01/2027		18708000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel or non-renew this Coverage Part(s) by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
CERTIFICATE HOLDERS AS REQUIRED BY WRITTEN CONTRACT	60

All other terms and conditions of this policy remain unchanged.

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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: MAXIMUS, INC.

Endorsement Effective Date: 05/01/2026

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

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.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

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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: MAXIMUS, INC.

Endorsement Effective Date: 05/01/2026

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.

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.

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Notification To Others Of Cancellation Or Nonrenewal – Virginia

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 5096219-11	Effective Date: 05/01/2026

This endorsement modifies insurance provided under the:

Auto Dealers Coverage Form
Business Auto Coverage Form
Motor Carrier Coverage Form

The following is added to the **Cancellation** Common Policy Condition:

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will also mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 45 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will also mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 15 days prior to the effective date of such cancellation.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
WHERE REQUIRED BY WRITTEN CONTRACT	60

All other terms, conditions, provisions and exclusions of this policy remain the same.

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(Ed. 4-84)

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.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **05-01-26** Policy No. **WC 5096216-11** Endorsement No.

Insured **MAXIMUS, INC.** Premium $ **INCL.**

Insurance Company **AMERICAN ZURICH INSURANCE COMPANY**

Countersigned By _____

1983 National Council on Compensation Insurance.

(Ed. 4-84)

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.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **05-01-26** Policy No. **WC 5096216-11** Endorsement No.

Insured **MAXIMUS, INC.** Premium $ **INCL.**

Insurance Company **AMERICAN ZURICH INSURANCE COMPANY**

Countersigned By _____

1983 National Council on Compensation Insurance.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	60

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/2026 Policy No. WC 5096216-11 Endorsement No.
Insured MAXIMUS, INC. Premium $

Insurance Company AMERICAN ZURICH INSURANCE COMPANY

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
CERTIFICATE HOLDERS AS REQUIRED BY WRITTEN CONTRACT.	60

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/2026 Policy No. WC 5096217-11 Endorsement No.
Insured MAXIMUS, INC. Premium $

Insurance Company ZURICH AMERICAN INSURANCE COMPANY

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., **May 01, 2026** forms a part of

Policy No. **US00075267LI26A** issued to **Maximus, Inc.**

by **XL Specialty Insurance Company.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS CONTINUITY ENDORSEMENT
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

Section VII. Conditions is amended to include the following:

Notwithstanding anything contained in the policy to the contrary, if communications internally within the **first named insured's** organization, or between the **first named insured** and us, or internally within the representative of the **first named insured's** organization, or between the representative of the **first named insured** and/or us are materially impeded or prevented by natural disaster or other catastrophe within thirty (30) calendar days of the **policy period** expiration date, we agree to extend this policy for thirty (30) calendar days from the **policy period** expiration date.

Should we extend this policy in accordance with the preceding:

(a) a pro-rata additional premium shall be paid to us in consideration for such extension, prior to the expiration of the extension period; and

(b) such extension of the **policy period** will not increase or reinstate the aggregate limits as set forth in the Limits of Insurance shown in Declarations Item 3 of this policy.

We and the **first named insured** may, by mutual agreement, retroactively void such thirty (30) calendar day extension of the **policy period** pursuant to this endorsement.

All other terms and conditions remain the same.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., **May 01, 2026** forms a part of

Policy No. **US00075267LI26A** issued to **Maximus, Inc.**

by **XL Specialty Insurance Company.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AND NON-RENEWAL –
CONDITIONS AMENDMENT
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

For any statutorily permitted reason, the number of days required for notice of cancellation or notice of non-renewal, as provided in Section VII. Conditions, Item (G), Cancellation and Non-Renewal, or as amended by any applicable state endorsement, is increased to the number of days shown in the Schedule below.

Any of these provisions that conflict with a law that controls the cancellation or non-renewal of the insurance in this policy is changed by this statement to comply with the law.

SCHEDULE

Number of Days Notice for Cancellation 90 Days

Number of Days Notice for Non-Renewal 90 Days

All other terms and conditions remain the same.

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SERVICE AGREEMENT

This Service Agreement, (this “Agreement”), is entered into this 3rd day of February, 2026 (the “Effective Date”), by and between Maximus US Services, Inc., ("Maximus”), and City of Redondo Beach, California, ("Client"). Maximus and Client are sometimes referred to herein as the “Parties” or individually as a “Party.” In consideration of mutual promises and covenants, the parties agree as follows:

1. **Scope of Services.**

    a. Maximus will perform in a professional manner the Services detailed in Exhibit A.

2. **Term.**

    a. Unless otherwise earlier terminated pursuant to Section 4 herein, this Agreement commences on the Effective Date and remains in effect until December 31, 2026.

3. **Compensation.**

    b. Client will pay Maximus the fees for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.

4. **Termination.**

    a. Termination for Cause. Upon material breach of the terms of this Agreement by a Party, the non-breaching Party shall provide written notice to the breaching Party specifying the nature of the breach. The breaching Party shall have thirty (30) days’ (or such longer period as the Parties may mutually agree upon) from the date of receipt of such notice to cure any such breach.

    b. Termination for Convenience. Either Party may terminate this Agreement without cause upon 60 days’ prior written notice to the other Party. In the event the Agreement is terminated by Client, Client will reimburse Maximus for all reasonable costs incurred by Maximus due to such early termination.

    c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the breach (if any), Client agrees to pay Maximus in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.

5. **Invoicing and Payment.**
   a. Client shall pay Maximus a fee for Services rendered as set forth in Exhibit B. Unless stated otherwise in Exhibit B, Client will pay all invoices in full within thirty (30) days of the invoice date. An additional charge of one point five percent (1.5%) or the highest amount allowed by law will be applied to unpaid balances beyond ninety (90) days. Client agrees to always remain current on all amounts charged for the Services and acknowledges and agrees that any breach of the foregoing shall constitute a material breach under this Agreement entitling Maximus to pursue any and all remedies available at equity or at law including the suspension or termination of the Services provided hereunder.

6. **Data Accuracy.**

   a. Maximus shall provide professional guidance to Client in determining the data required to be furnished to Maximus to perform the Services. Maximus represents that such guidance shall be consistent with generally accepted professional standards under applicable federal and state laws. Client warrants and represents that all data provided to Maximus is complete and accurate. Client further represents and warrants that all such data will be provided in a timely manner sufficient to allow Maximus to provide the Services in accordance with this Agreement. Maximus will rely on these representations in providing the Services and shall have no liability whatsoever arising from Client providing incomplete or inaccurate data or providing data in an untimely manner. Maximus shall use commercially reasonable efforts to provide the Services on a timely basis.

7. **Records and Inspections.**

   a. Maximus will maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client will have the right to examine and audit the records and to make transcripts therefrom. Client will provide 30 days' prior written notice of its intent to inspect or audit any such records and will conduct such inspection or audit only during Maximus's normal business hours and no more than once every six months. Any employee, contractor, subcontractor, or agent of Client granted access to such records will execute a non-disclosure agreement prior to being granted access.

8. **Warranties.**

   a. Maximus warrants only that it will perform the Services in a manner consistent with the standards typically practiced by similarly situated companies in the same industry.

b. MAXIMUS SPECIFICALLY DISCLAIMS, AND THE CLIENT WAIVES, ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CUSTOM OR USAGE, OR OTHERWISE AS TO ANY GOODS OR SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. MAXIMUS DOES NOT WARRANT THAT THE SERVICES WILL FUNCTIONALLY MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. FURTHERMORE, MAXIMUS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR RESULTS OF THE USE OF THE SERVICES IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF THE SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MAXIMUS HEREUNDER SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT, IN WHICH CASE THE PARTIES EXPRESSLY AGREE THAT THE EXCLUSION SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

9. **Client Representations & Warranties.**

a. Client represents and warrants to Maximus that its use of the Services shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, judgments, decrees, standards, requirements or procedures enacted, adopted, applied, enforced or followed now or in the future by any federal or state governmental bodies or agencies. Client further represents and warrants to Maximus that it has obtained all necessary consents, rights and permissions to enter into this Agreement and use the Services in accordance with the terms of this Agreement.

10. **Ownership of Intellectual Property.**

a. Maximus shall retain all right, title, and interest in and to its pre-existing proprietary methodologies, templates, tools, software, and materials developed independently of this Agreement ("Pre-Existing Materials"). Nothing herein shall be construed to transfer ownership of Maximus's Pre-Existing Materials to Client.
b. All reports, plans, analyses, calculations, cost allocation plans, documentation, and other work product prepared specifically for Client in the performance of the Services under this Agreement (collectively, the "Deliverables") shall be owned by Client.
c. Governmental Use. Maximus acknowledges and agrees that Client may provide the Deliverables to auditors, regulators, grantors, oversight agencies, successor consultants, and the public as required by law, and waives any claim that such use exceeds the scope of this Agreement.
d. Except for ownership of Pre-Existing Materials, Maximus shall retain no ownership interest, approval right, or control over Client's use of the Deliverables.

e. All documentation and data will be handled in compliance with the California Public Records Act. Disclosure to the public shall be governed by applicable laws ensuring that only exempt information is withheld from public access. Maximus shall not be obligated to assign any proprietary software or data developed by or at the direction of Maximus for Maximus' own use; provided, however, that Maximus shall indemnify, defend and hold Client harmless from and against any discovery or California Public Records Act request seeking the disclosure of any such proprietary software, documentation or data.

11. **Compatible Platforms/Hardware.**

a. To the extent applicable to the Services that will be provided by Maximus, notwithstanding any initial set-up and/or implementation services provided by Maximus at the commencement of the Term, Client is responsible for obtaining, installing and maintaining an appropriate operating environment, including all connectivity and equipment as well as the necessary hardware, operating system software and other items required to access and use the Services (the "Operating Environment"). Maximus will not be responsible for any incompatibility between the Service and Client's Operating Environment or for Client's use of any third-Party software, hardware, browsers or other products not specifically recommended or approved by Maximus for Client's use with the Services. Maximus will make written compatibility recommendations available to Client at Client's request, but, for clarity, Client is ultimately responsible for the compatibility and operation of its Operating Environment.

12. **Copyright for Maximus's Proprietary Software.**

a. To the extent that the Services provided by Maximus are generated by Maximus's proprietary software, nothing contained herein is intended nor will it be construed to require Maximus to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Maximus' software. Nothing in this Agreement will be construed to grant Client any rights to Maximus's materials created prior to the execution of this Agreement. All of the deliverables prepared by Maximus for Client included in the Services are specifically set out in Exhibit A.

13. **Maximus Liability if Audited.**

a. Maximus will, upon notice of audit, make work papers and other records available to the auditors. Maximus's sole responsibility under an audit will be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Maximus will not be liable for any audit disallowances, or any missed or lost revenue associated with, or related to, the Services, unless caused by Maximus' gross negligence.

14. **Indemnification.**

a. To the extent allowed by law, each Party (an "Indemnifying Party") will defend, indemnify and hold harmless the other Party (an "Indemnified Party") from and against any and all third-Party claims, damages, liabilities and costs (including reasonable attorney fees) to the extent caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party will not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, Contractors, or agents or any third party.

b. Without limiting the foregoing, Maximus shall defend, indemnify, and hold harmless Client from and against any third-party claim alleging that the Deliverables, or Client's authorized use thereof, infringe, misappropriate, or otherwise violate the intellectual property rights of any third party.

15. **Limitation of Liability.**

a. EXCEPT FOR CLAIMS ARISING FROM OR RELATING TO AN INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY BY CLIENT, OR CLIENT'S FAILURE TO PAY FOR SERVICES RENDERED,THE PARTIES AGREE ANY AND ALL LIABILITY OF MAXIMUS TO CLIENT FOR ANY AND ALL CLAIMS, LIABILITIES, ACTIONS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE AND REGARDLESS OF LEGAL THEORY ASSERTED, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED TWO TIMES THE FEES PAID OR PAYABLE TO MAXIMUS UNDER THIS AGREEMENT.

b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS (EVEN IF SUCH LOST REVENUE IS ULTIMATELY DETERMINED TO BE DIRECT DAMAGES), REPLACEMENT GOODS, LOST OPPORTUNITY, LOSS OF TECHNOLOGY RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SOFTWARE OR ANY PORTION THEREOF REGARDLESS OF THE LEGAL THEORY UNDER WHICH THE DAMAGES ARE SOUGHT. THIS LIMITATION STANDS EVEN IF A PARTY IS ADVISED OF THE LIKELIHOOD OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR LIMITED REMEDY.

16. **Notices.** All notices under this Agreement will be in writing and will be delivered by electronic mail with written confirmation of delivery enabled, personal service, certified mail, postage prepaid, or overnight courier to the addresses set forth below. Any notice sent by certified mail will be deemed to have been given five (5) business days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a Party.

For Maximus:	**For Redondo Beach, California:**
Bridgette Clements 808 Moorefield Park Dr, Suite 205	Stephanie Meyer, Finance Director City of Redondo Beach

Richmond, VA, 23236
Phone: 850-386-1101
Email: BridgetteClements@maximus.com

Finance Department
415 Diamond Street
Redondo Beach, California, 90277
Phone: 310-697-3134
Email: Stephanie.Meyer@redondo.org

Copy to:
Contracts Department
Maximus, Inc.
1600 Tysons Blvd. #1400
McLean, VA 22102
Phone: 571.342.3048
Fax: 703.251.8240
Email: legalnotices@maximus.com

17. **Changes.**

a. This Agreement and any scope of Services hereunder may be modified or amended only by a written amendment mutually executed by the Parties.

18. **Miscellaneous.**

a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any right or benefit, whether directly or indirectly or otherwise, to third persons.

b. If Maximus is requested by Client to produce Maximus deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Maximus shall execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with the Maximus response and related to the reasonable fees of Maximus in responding. The foregoing does not: (1) diminish or negate Maximus's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Maximus is compelled by subpoena from a third party to provide Client deliverables, documents, records, working papers, or personnel for testimony or interviews.

c. The Parties intend that Maximus, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Maximus and Maximus' employees are not to be considered agents or employees of Client for any purpose. Neither Party shall have the power to act or bind the other Party except as expressly provided for herein.

d. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.

e. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of the provisions of this Agreement.

f. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the parties hereto. This shall include any purchase order submitted or provided by Client, whether prior to or upon execution of this Agreement, which shall be for Client's internal purposes only. Maximus rejects, and in the future is deemed to have rejected, any purchase order's terms to the extent they add to or conflict in any way with this Agreement or the applicable Scope of Services, and such additional or conflict terms will have no effect.

g. Neither Party will be liable to the other for any loss, delay or non-performance caused by, including, without limitation, acts of God, pandemic, epidemic, war, civil or military disobedience or disorder, riot, terrorism, fire, earthquake, storm, flood, or similar circumstances not under the Party's control (not including labor strikes or lack of export approval).

h. Maximus shall not subcontract any portion of the Services without Client's written approval. All approved subcontractors shall be subject to and comply with the term of this Agreement.

i. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

j. Waiver by either Party of a breach of any provision of this Agreement or the failure by either Party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

k. Maximus shall maintain insurance in accordance to Exhibit C of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

Maximus:
Maximus US Services, Inc.
By: Signed by: Jaida Williams
Name: Jaida Williams
Title: Sr. Specialist - Contracts
Date:
1/28/2026 | 9:04 AM PST

Client:
Redondo Beach, California
By: DocuSigned by:
Name: James A. Light
Title: Mayor
Date:
3/1/2026 | 10:01 AM PST

Signed by: Diane Strickfaden
Diane Strickfaden, Risk Manager

Signed by:
Joy A. Ford, City Attorney

DocuSigned by: Eleanor Manzano
Eleanor Manzano, City Clerk

maximus

EXHIBIT A

CA CI REDONDO BEACH CAP 25A

SCOPE OF SERVICES:

Maximus represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Maximus or under its supervision, and all personnel engaged in the work will be fully qualified to perform the services described herein. Maximus reserves the right to subcontract for Services hereunder, in accordance with Section 18(h) of this Agreement.

Description of Services:

a) Development of a central services Full Cost Allocation Plan, which identifies the various costs incurred by the Client to support operating departments, proprietary and special revenue funds, and administer programs that provide services directly to the community. This Full Cost Allocation Plan will contain a determination of the allowable cost of providing each supporting services as specified in the City's Administrative Policy/Procedures ("APP") Number 3.18.

b) Develop an "Office of Management and Budget ("OMB") Cost Allocation Plan in accordance with the costing principles contained in Title 2 Code of Federal Regulations Part 200. Ensure the OMB Cost Allocation Plan shall identify the central services costs for all federal and non-federal grants and contracts that require costing to be based on the federal cost principles.

c) Prepare the Full Cost Allocation Plan and OMB Cost Allocation Plan in accordance with the City's APP Number 3.18.

d) Negotiation, of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable, upon written approval of Client.

maximus

EXHIBIT B

COMPENSATION:

For Services provided as set forth above, in Exhibit A, Client agrees to pay Maximus compensation in the amount of Twenty Thousand Dollars ($20,000).

Maximus will render to Client one or more invoices for the fees specified herein upon delivery of the Cost Allocation Plans as specified in Exhibit A, with payment due thirty (30) days after the Client's receipt of invoice.

The fee breakdown is as follows:

Fiscal Year 2025 reporting	$20,000

maximus

EXHIBIT C

INSURANCE:

Without limiting Maximus' indemnification obligations under this Agreement, Maximus 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 Maximus, 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

Maximus 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 to the policy as a whole. Coverage for the Client will be provided on a primary and non-contributory basis, with the

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 disclosed to the Client. Maximus shall provide evidence of financial capacity to satisfy such obligations upon request. Reduction or elimination of deductibles/self-insured retentions is not available under insurer terms.

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 Client, 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 Maximus. General liability coverage can be provided in the form of an endorsement to Maximus' insurance, or as a separate owner's policy.

Automobile Liability: The Client, 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 Maximus.

For any claims related to this project, Maximus' insurance coverage shall be primary insurance as respects the Client, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the Client, its officers, officials, employees, or volunteers shall be excess of Maximus' 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 has been given to the Client.

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 Client as a material breach of contract on the Maximus' 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

Maximus shall furnish the Client with original certificates and amendatory endorsements evidencing required coverage. Endorsements will be provided on insurer-approved forms, including standard ISO forms, which shall be subject to Client approval. All certificates and endorsements shall be received and approved by the Client before the contract is awarded. Complete, certified copies of insurance policies will be provided only in connection with a covered claim, as necessary to verify coverage.

Subcontractors

Maximus 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.

maximus

Risk Management

Maximus acknowledges that insurance underwriting standards and practices are subject to change. Any changes to insurance provisions requested by the Client will be reviewed and considered through Maximus' established risk management and legal escalation procedures to ensure feasibility and compliance with industry norms.

Administrative Report

H.6., **File #** 26-0468 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH KOSMONT TRANSACTIONS SERVICES, INC., DBA KOSMONT FINANCIAL SERVICES, FOR CITY BOND REPORTING ACTIVITIES FOR A COST OF $18,500 IN YEAR 1 AND A TOTAL AMOUNT NOT TO EXCEED $62,500, INCLUDING CONTINGENCY, FOR THE TERM JULY 7, 2026 TO JUNE 30, 2031

EXECUTIVE SUMMARY

The City of Redondo Beach must maintain compliance with state and federal post-issuance laws for its outstanding municipal debt. Approval of the proposed agreement would retain Kosmont Transactions Services, Inc. dba Kosmont Financial Services (Kosmont), as the City's debt reporting consultant, continuing Kosmont's current bond duties related to federal reporting and adding state-level reporting responsibilities.

With the Agreement, Kosmont would manage compliance actions for the following bond obligations:

- $7,230,000 Redondo Beach Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2014A
- $28,015,000 Redondo Beach Community Financing Authority Lease Revenue Refunding Bonds, Series 2019A
- $226,180,000 Redondo Beach Community Financing Authority Lease Revenue Bonds, Series 2021A

Approval of the proposed five-year Agreement ensures the City fulfills its statutory requirements, prevents regulatory penalties, and satisfies annual filing deadlines through FY 2030-31.

BACKGROUND

Municipal debt compliance requires annual reporting and disclosure for both State-level California Debt and Investment Advisory Commission (CDIAC) requirements and Federal-level Securities and Exchange Commission (SEC) continuing disclosure mandates.

California Debt and Investment Advisory Commission (CDIAC) Requirements

Under California law, issuers of certain types of debt must submit annual electronic filings. The City's Series 2019A and Series 2021A bonds fall in this category, and require the following filings:

- Annual Debt Transparency Report (ADTR): Governed by Senate Bill 1029, this report is due by January 31 each year. It tracks outstanding principal, interest paid, authorization balances,

and explicit details on how bond proceeds are spent.
- Yearly Fiscal Status Report (YFSR): This submission provides updated fiscal details, reserve fund balances, and default/draw statuses on outstanding community financing mechanisms.

Federal Continuing Disclosure and Dissemination Agent Services
The Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) set federal disclosure requirements. Each of the City's three outstanding bonds (Series 2014A, Series 2019A and Series 2021A) has a separate Continuing Disclosure Agreement (CDA) requiring the following ongoing updates to bondholders and the public marketplace:

- Continuing Disclosure Annual Reports: The City must regularly update the market with its Annual Comprehensive Financial Report (ACFR) and specific localized operational data (e.g., assessed property values, top taxpayers, revenue collections) outlined in each bond's original covenants.
- Listed Events Reports: The MSRB must be notified via standard regulatory filings within 10 business days of specific occurrences, such as rating shifts, principal/interest payment defaults, draws on debt reserves, or structural changes to tax status.
- Central Clearinghouse: All continuing disclosures and event alerts must be uploaded digitally onto the MSRB's Electronic Municipal Market Access (EMMA) platform.

Compiling data to meet specialized reporting metrics is time-intensive and requires expertise in municipal compliance. Kosmont is a highly experienced and well-respected municipal advisory company with the expertise to meet bond disclosure requirements.

Kosmont is named as the City's Dissemination Agent in its 2019A and 2021A Series bond agreements and has completed annual filings since each bond's inception. Additionally, Kosmont has filed annual reporting for the City's 2014A Wastewater bonds since FY 2021-22. City staff have historically been responsible for CDIAC filings. The proposed Agreement formally extends the term for federal annual continual disclosure and adds CDIAC reporting to the scope of Kosmont's services to the City. Adding the state-level filing streamlines debt reporting and ensures consistent, on-time filing of key information and reduces the burden on City personnel. Kosmont will continue to directly interface with staff to complete the required bond reporting.

COORDINATION
This recommendation was coordinated with the City Manager's Office. The City Attorney's Office has approved the Agreement as to form.

FISCAL IMPACT
The cost of the proposed professional services agreement over the next five years will not exceed $62,500, which includes $2,000 for any reimbursable expenses and $6,000 in contingency funding. The first-year cost will be approximately $18,500 to account for initial work in the review of state filings. The cost of subsequent years is estimated to be $9,000 annually, excluding contingency, with amounts based on the number of filings.

Funding for the Agreement is included in the Financial Services Department annual operating budget and will be distributed incrementally across reporting cycles each fiscal year.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt, Signature & Insurance - Kosmont Transactions Services, Inc. dba Kosmont Financial Services

AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND KOSMONT TRANSACTIONS SERVICES, INC. DBA KOSMONT FINANCIAL SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Kosmont Transactions Services, Inc., a California corporation dba Kosmont Financial Services ("Consultant" or "Contractor").

The 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".

4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

* * * * *

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 five (5) 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. Unless otherwise provided herein, all changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

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. To the maximum extent permitted by law, Consultant 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 Consultant’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. 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.

    a. 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.

b. 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, and employment laws.

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, military and veteran status, or any other 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.

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 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.

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 §§ 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. 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; Correction of Work. Consultant warrants that all products and work provided under this Agreement shall:

a. be delivered with good title, free of liens and encumbrances;
b. conform to the requirements of this Agreement;
c. be free from defects in materials and workmanship; and
d. be fit for their intended purpose.

Unless otherwise specified, this warranty shall remain in effect for one (1) year from the date of delivery or acceptance by the City, whichever is later, except that consumable items shall be warranted for thirty (30) days.

If, within the applicable warranty period, any product or work is determined by the City to be defective or nonconforming, Consultant shall, upon City's written notice and at its sole cost and expense, promptly repair, correct, or replace such product or work, including all labor, supervision, materials, removal, reinstallation, and related costs. If Consultant fails to do so, the City may perform the work and Consultant shall reimburse the City for its reasonable costs. All corrected or replaced work shall be subject to the same warranty.

Nothing in this Section 33 shall limit Consultant's obligation to correct or replace defective work or Consultant's indemnity obligations under Section 14. The warranty set forth in this Agreement shall survive the termination or expiration of this Agreement and shall remain in full force and effect for the applicable warranty periods stated herein and under any assigned or passed through third-party manufacturer warranties.

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 7th day of July, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

KOSMONT TRANSACTIONS SERVICES, INC., a California corporation dba Kosmont Financial Services

DocuSigned by:
By: Larry Kosmont
77EB6A345A5F4B5...
Name: Larry Kosmont
Title: Chairman & CEO
6/22/2026 | 1:39 PM PDT

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. **PROJECT OVERVIEW.** Consultant shall provide debt reporting, continuing disclosure, and dissemination agent services for certain City bond issues, including preparation and filing of Annual Debt Transparency Reports ("ADTR"), Yearly Fiscal Status Reports ("YFSR"), Continuing Disclosure Annual Reports ("Annual Reports"), and Listed Events Reports.

II. **SCOPE OF WORK.** Consultant shall perform the services described in the Tasks and Activities section below and shall prepare and file all reports required by the California Debt and Investment Advisory Commission ("CDIAC") Division of the California State Treasurer's Office, Municipal Securities Rulemaking Board ("MSRB"), Electronic Municipal Market Access ("EMMA"), and applicable Continuing Disclosure Agreements.

III. **TASKS AND ACTIVITIES**

A. **ADTR and YFSR**

1. Prepare and file ADTR and YFSR required by the CDIAC Division of the California State Treasurer's Office for the following Bond issues:

    a. $28,015,000 Redondo Beach Community Financing Authority Lease Revenue Refunding Bonds, Series 2019A ("Bond 2019A").

    b. $226,180,000 Redondo Beach Community Financing Authority Lease Revenue Bonds, Series 2021A ("Bond 2021A").

2. Consultant shall prepare and file the following past due reports for Fiscal Years 2019 - 2025:

    a. ADTR and YFSR for Bond 2019A for Fiscal Years 2019 – 2025.

    b. ADTR and YFSR for Bond 2021A for Fiscal Years 2022 – 2025.

3. Consultant shall prepare and file the following annual reports for Fiscal Years 2026 - 2030:

    a. ADTR for Bond 2019A and Bond 2021A, due annually by January 31st.

    b. YFSR for Bond 2019A and Bond 2021A due annually by October 30th.

4. Consultant shall prepare the ADTR and YFSR in accordance with CDIAC reporting and filing requirements, as currently in effect, in connection with the Lease Revenue Bonds and as presently in effect.

5. Consultant shall file all ADTR and YFSR with the CDIAC Division of the California State Treasurer's Office and shall provide the City with a copy of each ADTR and YFSR prepared, along with proof of filing.

B. **Continuing Disclosure and Dissemination Agent Services**

1. Consultant shall serve as Dissemination Agent and provide Continuing Disclosure and Dissemination Agent Services to the City by preparing and filing Annual Reports for Fiscal Years 2026 - 2030 and Notice of Occurrence of Listed Events Reports, if applicable, as required by the MSRB through the EMMA website for each of the following Bond issues ("Bonds"):

    a. $7,230,000 Redondo Beach Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2014A.

    b. $28,015,000 Redondo Beach Community Financing Authority Lease Revenue Refunding Bonds, Series 2019A.

    c. $226,180,000 Redondo Beach Community Financing Authority Lease Revenue Bonds, Series 2021A.

    Continuing Disclosure and Dissemination Agent Services as related to the Annual Reports and Listed Events Reports will be in accordance with the terms of the respective Continuing Disclosure Agreements executed by the City as part of each Bond Issue.

2. Annual Reports:

    a. Annually contact City and alert staff as to the pending due dates of the Annual Reports at least 30 days prior to the March 31st due date of the Annual Reports.

    b. Collect, gather, prepare and compile the financial information and operating data of the City as related to the Bonds as of June 30 of the most recently completed fiscal year, including information substantially similar to the information provided in the Official Statements for each Bond issue and as required by the respective Continuing Disclosure Agreements.

    c. Submit the City's annual audited financial statements for the prior Fiscal Year to the MSRB through the EMMA website. If the audited

financial statements are not timely available in any year, Consultant shall prepare the Annual Reports with unaudited financial statements in a format similar to the audited financial statements and submit a notice to the MSRB through the EMMA website that the audited financial statements shall be filed when available.

d. Submit the Annual Reports for each of the Bonds to the MSRB through the EMMA website in accordance with MSRB reporting and filing requirements, as currently in effect, by March 31st.

e. Provide the City with a copy of the Annual Reports for each of the Bonds prepared and submitted to the MSRB, along with proof of filing.

3. Annual Reports Content - Specific to Individual Bond Issues:

   a. Redondo Beach Public Financing Authority (Los Angeles County, California) Wastewater Revenue Refunding Bonds, Series 2014A

      i. Updates to the information set forth in the following tables as presented in the Official Statement:

         a. Table 4 (Historical and Current Monthly User Fee Rates)

         b. Table 7 (Number of Connections by Type)

         c. Issuance of Additional Indebtedness

   b. Redondo Beach Community Financing Authority Lease Revenue Refunding Bonds Series 2019A

      i. Updates to the information set forth in the following tables as presented in the Official Statement:

         a. Statement of Investment Losses > $1 Million

         b. Table 2 (General Fund Budget Summary)

         c. Table 3 (General Fund Balance Sheets)

         d. Table 4 (Statements of Revenues, Expenditures and Changes in General Fund Balance)

         e. Table 5 (General Fund Tax Revenues)

         f. Table 11 (25 Largest Sales Tax Producers)

c. Redondo Beach Community Financing Authority Lease Revenue Bonds, Series 2021A

i. Updates to the information set forth in the following tables as presented in the Official Statement:

a. Statement of Investment Losses > $1 Million

b. Table 2 (General Fund Budget Summary)

c. Table 3 (General Fund Balance Sheets)

d. Table 4 (Statements of Revenues, Expenditures and Changes in General Fund Balance)

e. Table 5 (General Fund Tax Revenues)

f. Table 11 (25 Largest Sales Tax Producers)

4. Listed Events Reports:

a. Upon determination and notification by the City of the occurrence of any of the following events, if material, Consultant shall prepare and file Listed Events Reports with the MSRB through the EMMA website:

i. principal or interest payment delinquencies;

ii. non-payment related defaults, if material;

iii. modifications to the rights of the bondholders, if material;

iv. optional, contingent or unscheduled calls, if material, and tender offers;

v. defeasances;

vi. rating changes;

vii. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

viii. unscheduled draws on the debt service reserves reflecting financial difficulties;

ix. unscheduled draws on the credit enhancements reflecting financial difficulties;

x. substitution of the credit or liquidity providers or their failure to perform;

xi. release, substitution or sale of property securing repayment of the Bonds, if material;

xii. bankruptcy, insolvency, receivership or similar proceedings of the City, which shall occur as described below;

xiii. appointment of a successor or additional trustee or the change of name of a trustee, if material;

xiv. the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xv. incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; or

xvi. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

b. Submit the Listed Events Reports to the MSRB through the EMMA website in a timely manner, if applicable, in accordance with MSRB reporting and filing requirements, as currently in effect.

c. Provide the City with a copy of the Listed Events Reports prepared and submitted to the MSRB, along with proof of filing.

IV. **DELIVERABLES.** Consultant shall submit ADTR, YFSR, Annual Reports, Listed Events Reports, and proof of filing for each report submitted to CDIAC or MSRB.

V. **PERFORMANCE REQUIREMENTS.** Consultant shall perform the services in accordance with applicable reporting requirements for CDIAC, MSRB, EMMA, and the Continuing Disclosure Agreements applicable to each Bond issue.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on July 7, 2026 and shall continue through June 30, 2031 unless otherwise terminated as herein provided.

PROJECT SCHEDULE. Consultant shall submit the following reports in accordance with the schedule set forth below:

TYPE OF REPORT	DUE DATE
ADTR	January 31st
Annual Reports	March 31st
YFSR	October 30th
Listed Events Reports	Timely Filing in accordance with applicable MSRB requirements.

EXHIBIT "C"

COMPENSATION

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

A. **AMOUNT.** Consultant shall be paid:

1. A lump sum in the amount of $9,500 to prepare and file the past due ADTR and YFSR for Fiscal Years 2019 – 2025, as described in Exhibit “A”.
2. A fee of $750 per report to prepare and file the annual ADTR and YFSR for Fiscal Years 2026 - 2030, as described in Exhibit “A”.
3. A fee of $2,000 per report to prepare and file Annual Reports for Fiscal Years 2026 - 2030, as described in Exhibit “A”.
4. Fees to prepare and file Listed Events Reports, as described in Exhibit “A”, or any work performed outside the scope of services described in Exhibit “A” requested by the City shall be paid in accordance with the hourly and expense schedule included as Attachment “A” to this Exhibit.

B. **REIMBURSABLE EXPENSES**. In addition to the above fees, Consultant shall be reimbursed for reasonable and necessary out-of-pocket expenses incurred in connection with the performance of services under this Agreement. Out-of-pocket expenses are subject to the following conditions:

1. Approval for Expenses Over $250: Consultant shall obtain prior written approval from the City for any out-of-pocket expense exceeding $250. The City reserves the right to withhold reimbursement for any expense deemed unreasonable, unnecessary, or not properly substantiated.
2. Approval for Expense Cap: The maximum reimbursement for out-of-pocket expenses shall not exceed $2,000.
3. Documentation: Consultant shall submit receipts and documentation for all reimbursable expenses as part of the invoice.
4. Types of Reimbursable Expenses. Reimbursable expenses shall include, but are not limited to the expenses outlined in Attachment “A”, filing fees, purchases of data for report preparation and Consultant’s attendance or participation at any public meeting, upon City’s request.

C. **NOT TO EXCEED AMOUNT**. In the event that unforeseen conditions or circumstances arise in connection with the services described in Exhibit “A,” including but not limited to regulatory changes, additional reporting requirements, and work that is outside the scope of services described in Exhibit “A” requested by the City, the Consultant shall notify the City and submit a written estimate for any proposed additional work. Subject to the prior written approval of the City Finance Director, the Consultant may utilize up to $6,000 in contingency funds to perform such additional work. Any such use of contingency funds shall not increase

the total compensation payable to Consultant beyond $62,500, including expenses.

D. **METHOD OF PAYMENT.** Consultant shall submit invoices to the City as follows:

1. Past due ADTR and YFSR for Fiscal Years 2019 – 2025: Consultant shall submit a single invoice in the amount of $9,500 upon completion and filing of all past due ADTR and YFSR reports described in Exhibit "A".
2. ADTR and YFSR for Fiscal Years 2026 – 2030: Consultant shall submit two (2) invoices per year: one (1) invoice upon completion and filing of the ADTR reports described in Exhibit "A", due by January 31st, and one (1) invoice upon completion and filing of the YFSR reports described in Exhibit "A", due by October 30th, at a rate of $750 per report
3. Annual Reports: Consultant shall submit one (1) invoice upon completion and filing of the Annual Reports described in Exhibit "A", due by March 31st, at a rate of $2,000 per report.
4. Listed Events Reports: Consultant shall submit one (1) invoice upon completion and filing of Listed Events Reports described in Exhibit "A", at a rate in accordance with the hourly and expense schedule included as Attachment "A" to this Exhibit.

5. Each invoice shall indicate:

    a. The specific report(s) completed (e.g., ADTR, YFSR, Annual Report, Listed Events Report, Bond name, and reporting year).
    b. The applicable fixed fee (lump sum or per report rate).
    c. Date of completion and filing with CDIAC or MSRB.
    d. Proof of filing for each report.
    e. If applicable, the cost of City preapproved subcontractors plus markup, and any reimbursable expenses.

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. Consultant may be required to provide backup material upon request.

E. **SCHEDULE FOR PAYMENT.** The City will make full payment within 45 days after its receipt of the invoice, provided that all services have been completed to the City's reasonable satisfaction. Notwithstanding the foregoing, the City may withhold any payments, or portion thereof, that the City disputes in good faith until the dispute is resolved, to the maximum extent permitted by law.

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

Contractor: Kosmont Transactions Services, Inc. dba Kosmont Financial Services
1601 N Sepulveda Blvd #382
Manhattan Beach, CA 90266
Attention: Larry Kosmont, President
Email: LKosmont@kosmont.com

City: City of Redondo Beach
Financial Services Department
415 Diamond St
Redondo Beach, CA 90277
Attention: Stephanie Meyer, Finance Director
Email: Stephanie.Meyer@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.

ATTACHMENT "A"

Kosmont Financial Services
2026 Public Agency Fee Schedule

Professional Services

President & CEO	$540.00/hour
Sr. Managing Director / Sr. Vice President / Senior Advisor	$405.00/hour
Vice President / Managing Director	$295.00/hour
Senior Project Analyst	$210.00/hour
Project Analyst / Project Research	$195.00/hour
Assistant Project Analyst / Assistant Project Manager	$170.00/hour
Project Promotion/Graphics/GIS Mapping Services	$ 95.00/hour
Administrative Support	$ 90.00/hour

Additional Expenses

In addition to professional services (labor fees):

1. Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
2. Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest, Refinitiv and other based on quoted project cost.
3. If Consultant retains Third Party Vendor(s) for City (with City's advance approval), fees and costs will be billed to City at 1.1X (times) fees and costs.
4. Consultant's attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic (e.g., City Council, Planning Commission, Public Agency Board, other) requested by City and are beyond those specifically identified in the Scope of Services in Exhibit "A" will be billed at the professional services (hourly) fees as shown in this Attachment "A".

Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates Effective until December 31, 2026. For and during the term of the subject Agreement, the above referenced rates in each category will be increased, effective January 1, 2027, and annually thereafter, to reflect the adjustment in the CPI (U.S. Dept. of Labor, Bureau of Labor Statistics) All Cities Average Consumer Price Index for the prior *year.* As an example, the US City Average Consumer Price Index (CPI-U) for December 2025 was 0.3, representing a change of 2.7 **percent** over the index of the previous 12 months.

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.

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 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 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 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 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 shall 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.

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 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

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 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

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.

KOSM&AS-01 BSTERNBERG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/19/2026

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).

PRODUCER License # 0C36891
Lyddy Martin Company
5021 Verdugo Way
Ste. 105 #414
Camarillo, CA 93012

CONTACT NAME: Brett R Sternberg
PHONE (A/C, No, Ext): (310) 478-2625 317 FAX (A/C, No):
E-MAIL ADDRESS: brett@lyddymartin.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kosmont & Associates, Inc.
Dba: Kosmont Companies
1601 N. Sepulveda Blvd. #382
Manhattan Beach, CA 90266

COVERAGES **CERTIFICATE NUMBER: 235** **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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	72SBABM5UX0	6/27/2026	6/27/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER: Business Liability General Aggre							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			72SBABM5UX0	6/27/2026	6/27/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			72SBABM5UX0	6/27/2026	6/27/2027	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are included as additional insured per written contract as respects to General Liability. The insurance is primary and non-contributory and waiver of subrogation applies in favor of the cert holder See attached endorsements SL 30 32 06 21 and SL 00 00 10 18

Additional Persons or Organizations Designated as Named Insureds (see attached form SC 00 03 10 18) Kosmont Transactions Service, Inc. dba; Kosmont Financial Services

CERTIFICATE HOLDER

City of Redondo Beach
Attn: City Manager
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

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
Brett Sternberg

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/19/2026

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).

PRODUCER	CONTACT NAME: Rick Powell	
Rick Powell Insurance Agency, LLC 3500 West Olive Ave. Suite 300 Burbank CA 91505	PHONE (A/C, No, Ext): (818) 861-7440	FAX (A/C, No):
	E-MAIL ADDRESS: rick@insurance4ca.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GEMINI INS CO	10833
INSURED Kosmont Transaction Services, Inc. 1601 N Sepulveda Blvd., #382 Manhattan Beach CA 90266-5111	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors and Omissions			VCPL068468	05/24/2026	05/24/2027	Each Claim	2,000,000
							Aggregate	2,000,000

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

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

CANCELLATION

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

Rick Powell

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f**.**(2)(b)** above.

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part**,** means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C**. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F**. Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

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(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the Limits of Insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

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b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

(3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

(4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph **(1), (2), (3)** or **(4)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(ii) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

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i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Pharmaceutical services including but not limited to:

(a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;

(b) The providing of or failure to provide home health care or home infusion products or services; and

(c) Advising and consulting customers;

(11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

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(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **D.** Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;

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(2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(i) Infringement, in your "advertisement", of:

a. Copyright;

b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or

c. Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** under the definition of "personal and advertising injury" in Section **F.** Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) Advertising content for others on your web site;

(b) Placing a link to a web site of others on your web site;

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(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of “bodily injury” or “property damage” arising out of any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of “bodily injury”.

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

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(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or “suit” alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or “suit” for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

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c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

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(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

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a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

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(1) You or any additional insured under this Coverage Part that is an individual;

(2) Any partner, if you or an additional insured under this Coverage Part is a partnership;

(3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;

(5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or

(6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy 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 a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all 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.

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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.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES 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 purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of “electronic data”, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.,** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, “mobile equipment” does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered “autos”.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

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a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

24. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS

POLICY NUMBER: 72 SBA BM5UX0

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

Named Insured	DBA Name
Kimco Urbanflex Investments	
Kosmont & Associates, Inc. DBA Kosmont Companies	
Southern California Regional Center, LLC DBA California Golden Fund	
Kosmont Transactions Services, Inc. DBA Kosmont Financial Services and KFS	
Kosmont Transactions Services, Inc. DBA Kosmont Financial Services	
Kosmont Operations & Opportunity Locators, Inc.	
Urbanflex Investments, LLC	
Kosmont Real Estate Services, DBA Kosmont Realty	

Process Date: 05/18/2026 © 2018, The Hartford **Policy Expiration Date:** 06/27/2027
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Administrative Report

H.7., **File #** 26-0554 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE FINAL TRACT MAP NO. 84401 (FOR THE 43 UNIT RESIDENTIAL CONDOMINIUM PROJECT, AT 122 AND 126 N PACIFIC COAST HIGHWAY AND 208 CENTRAL COURT) AND AUTHORIZE THE CITY CLERK TO CERTIFY THE MAP'S APPROVAL

EXECUTIVE SUMMARY

Pursuant to State law and Title 10 of the Redondo Beach Municipal Code, a subdivider shall prepare subdivision maps consistent with the design standards and improvement standards adopted by the City and file them with the County Recorder's Office. When that map is a tract map, the City Council is required to approve the final tract map prior to the map being recorded with the County.

The City Engineer has determined and so certified that Final Tract Map No. 84401 conforms to the requirements of Title 10 of the Municipal Code, the California Environmental Quality Act (CEQA), and the State Subdivision Map Act and is substantially the same as it appeared on the approved tentative map and approved amendments thereto. The Los Angeles County Engineer is now ready to record the map with the Los Angeles County Recorder's Office upon approval by the City Council and certification by the City Clerk of the Council's approval. Therefore, staff is recommending the City Council approve Final Tract Map No. 84401 and authorize the City Clerk to certify the map's approval.

BACKGROUND

On February 20, 2025, the Planning Commission adopted Resolution No. 2025-02-PCR-01 approving a CEQA exemption declaration and granting the requests for a Conditional Use Permit, Planning Commission Design Review, and the Vesting Tentative Tract Map No. 84401 for the construction of a 43-unit residential condominium project, including three units which are affordable to very low-income households. The proposed project is located at 122 and 126 N. Pacific Coast Highway and 208 Central Court (APNs 7505-010-015, 7505-010-036, and 7505-010-035) within a High-Density, Multiple-Family Residential (R-2H) zone and Low-Density Multiple-Family Residential (R-3) zone.

The City Engineer has also reviewed the Map and determined that it complies with requirements of Title 10 of the Municipal Code, CEQA, and the State Subdivision Map Act and is substantially the same as it appeared on the City Council approved tentative map and approved amendments thereto.

Tract Map No. 84401 is within the 36-month vesting period for recordation and is ready for recording

with the Los Angeles County Recorder's Office upon approval of the final map by the City Council.

Therefore, the City Engineer recommends that Final Tract Map 84401 be approved by the City Council and that the City Clerk be authorized to certify the map's approval. The Map has been reviewed by the Community Development Department Director, who concurs with the recommendation of the City Engineer.

COORDINATION

This item was coordinated by staff in the Public Works and Community Development Departments.

FISCAL IMPACT

The cost for reviewing the Map is included in the Public Works Department's annual operating budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Tract Map No. 84401
- Letter - County of Los Angeles Department of Public Works Letter Re: Tract Map No. 84401
- Exhibit - Site Location Tract Map No. 84401

NUMBERED LOTS: 2
GROSS AREA: 68,105 SQ. FT.
NET AREA: 60,062 SQ. FT.

TRACT NO. 84401

IN THE CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOTS 4, 5, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 150, TOWNSITE OF REDONDO BEACH, AS PER MAP RECORDED IN BOOK 39, PAGES 1 THROUGH 17, INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE CITY OF REDONDO BEACH AN EASEMENT FOR EMERGENCY AND SOLID WASTE COLLECTION SERVICE PURPOSES INCLUDING INGRESS AND EGRESS RIGHTS FOR ACCESS PURPOSES, SHOWN ON SAID MAP.

RLS (REDONDO) LLC, A DELAWARE LIMITED LIABILITY COMPANY (OWNER)

BY: _____
NAME: Rusty Weathersby
TITLE: Authorized Signatory

OPTIONEE

TOLL WEST COAST LLC, A DELAWARE LIMITED LIABILITY COMPANY, OPTIONEE UNDER A MEMORANDUM OF OPTION AGREEMENT RECORDED JULY 1, 2025 AS INSTRUMENT NO. 20250440453 OF OFFICIAL RECORDS.

BY: _____
NICHOLAS W. NORVILAS
GROUP PRESIDENT

NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF Maricopa } SS

ON THIS 17 DAY OF June, 2026, BEFORE ME PERSONALLY APPEARED Rusty Weathersby, WHOSE IDENTITY WAS PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS DOCUMENT, AND WHO ACKNOWLEDGED HE/SHE SIGNED THE ABOVE DOCUMENT.

Barbara Martin
Notary Public
Maricopa County, Arizona
My Comm. Expires 05-10-30
Commission No. 693967

Barbara Martin
NOTARY PUBLIC

NOTARY 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 Los Angeles } SS

ON June 16, 2026, BEFORE ME, Caren Petroff,

NOTARY PUBLIC, PERSONALLY APPEARED NICHOLAS W. NORVILAS, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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:

SIGNATURE _____

NAME Caren Petroff

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY
MY COMMISSION NO. 2529147
MY COMMISSION EXPIRES 9-1-2029

CONDOMINIUM NOTE

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 43 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS OF LOTS 1 AND 2 WHICH WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY BY ME OR UNDER MY DIRECTION IN MARCH 2025, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RLS (REDONDO) LLC, IN MARCH 2025. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THESE POSITIONS WITHIN 24 MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ 6/16/26
DANE P. MCDOUGALL
L.S. 9297

DATE

PROFESSIONAL LAND SURVEYOR
DANE P. MCDOUGALL
L.S. 9297
STATE OF CALIFORNIA

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BERING NORTH 66°24'48" EAST OF THE CENTERLINE OF VINCENT STREET AS SHOWN ON PARCEL MAP NO. 18671, P.M.B. 210/13-14, RECORDS OF LOS ANGELES COUNTY, AND SHOWN AS NORTH 66°37'21" EAST ON THIS MAP.

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

COUNTY SURVEYOR

BY _____ _____
DIEGO G. RIVERA, DEPUTY
L.S. 9742

DATE

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF REDONDO BEACH APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66442 (a)(1)(2) AND (3) HAVE BEEN COMPLIED WITH.

BY _____ _____
LAUREN R. SABLAN, R.C.E. 70061
CITY ENGINEER, CITY OF REDONDO BEACH

DATE

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, BY MOTION ADOPTED AT IT'S SESSION ON THE _____ DAY OF _____, 2026 APPROVED PROCESSING OF THIS MAP, AND DID ACCEPT ON BEHALF OF THE CITY OF REDONDO BEACH THE EASEMENTS FOR EMERGENCY AND SOLID WASTE COLLECTION SERVICE PURPOSES INCLUDING INGRESS AND EGRESS RIGHTS FOR ACCESS PURPOSES, AS DEDICATED ON SAID MAP.

_____ _____
CITY CLERK, CITY OF REDONDO BEACH

DATE

COUNTY TAX CERTIFICATES

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 84401 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ _____
DEPUTY

DATE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ _____
DEPUTY

DATE

TRACT NO. 84401

IN THE CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

MONUMENT NOTES

(1) POINT LANDS ON MANHOLE ESTABLISHED THE CENTERLINE INTERSECTION OF VINCENT STREET AND PACIFIC COAST HIGHWAY BY 6 FOUND TIES PER DRAFT CORNER RECORD PROVIDED BY CALTRANS.

(2) FOUND MAG NAIL AND WASHER STAMPED "LS 5411"PER P.W.F.B. 0517–894–895, FITS ALL TIES PER SAID P.W.F.B. ACCEPTED AS THE CENTERLINE INTERSECTION OF VINCENT STREET AND CENTRAL COURT (ALLEY).

(3) SEARCHED, FOUND NOTHING. ESTABLISHED THE CENTERLINE INTERSECTION OF VINCENT STREET AND EL REDONDO AVENUE BY 5 REMAINING TIES, 4 LEAD AND NAILS IN TOP OF CURB, AND 1 LEAD, TACK AND TAG "LS 4702" IN LIEU OF "LS 2304" PER CITY OF REDONDO BEACH TIE SHEET NO. 191.

(4) FOUND MAG AND WASHER STAMPED "LS 5411" PER P.W.F.B. 517–903–904, FITS ALL FOUND TIES PER SAID P.W.F.B. ACCEPTED AS A POINT ON THE CENTERLINE OF EL REDONDO AVENUE.

(5) FOUND MAG AND WASHER STAMPED "LS 5411" PER P.W.F.B. 517–903–904, FITS ALL FOUND TIES PER SAID P.W.F.B. ACCEPTED THE BEGINNING OF CURVE OF EL REDONDO AVENUE.

(6) FOUND LEAD AND TACK ON SIDEWALK PER CITY OF REDONDO BEACH TIE SHEET 192 PAGE 1, FITS 2 FOUND LEAD AND TACKS TIES SET ON PROD. ON TOP OF CURB PER SAID TIE SHEET. ACCEPTED AS POINT OF INTERSECTION OF THE CURVE OF EL REDONDO AVENUE.

(7) FOUND LEAD NAIL, NO REFERENCE OFF S88°27'33"W 0.04' FROM THE END OF CURVE OF EL REDONDO AVENUE.

(8) FOUND LEAD AND TACK PER CITY OF REDONDO BEACH TIE SHEET 192 PAGE 2, FITS 1 REMAINING FOUND LEAD AND TACK SET ON TOP OF CURB PER SAID TIE SHEET. ACCEPTED AS THE POINT OF INTERSECTION OF THE CURVE OF EL REDONDO AVENUE.

(9) SEARCHED, FOUND NOTHING. ESTABLISHED THE CENTERLINE INTERSECTION OF FRANCISCAN AVENUE AND EMERALD STREET BY 4 FOUND TIES PER CITY OF REDONDO BEACH TIE NO. 177.

(10) FOUND BOAT SPIKE AND WASHER STAMPED "RCE 30826" AT THE INTERSECTION OF THE TANGENT OF FRANCISCA AVENUE AND THE CENTERLINE OF EMERALD STREET. PER CITY OF REDONDO BEACH TIE NO. 177. FITS ALL FOUND TIES PER SAID TIE SHEET.

(11) SEARCHED, FOUND NOTHING. ESTABLISHED THE POINT OF INTERSECTION OF PACIFIC COAST HIGHWAY AS A POINT ON THE CENTERLINE OF EMERALD STREET FROM 3 FOUND REMAINING CHISELED "X" TIES ON TOP OF CURB PER C.E.F.B. 30502–98.

(12) FOUND MAG NAIL AND WASHER STAMPED "RCE" 30826" PER P.W.F.B. 517–1885–1886. ACCEPTED AS THE NORTHWEST CORNER OF LOT 5, BLOCK 150, R1.

(13) FOUND LEAD, TACK AND TAG STAMPED "RCE 20327" ON SIDEWALK PER P.W.F.B. 517–1885–1886. OFF N60°16'04"E 2.00' FROM THE EASTERLY CORNER OF LOT 6, BLOCK 150, R1.

(14) FOUND MAG NAIL AND WASHER STAMPED "RCE 30826" PER P.W.F.B. 517–1849–1850. ACCEPTED AS THE SOUTHWEST CORNER OF LOT 4, BLOCK 150, R1

(15) FOUND BOAT SPIKE, NO WASHER, PER P.W.F.B. 517–1849–1850, DOWN 0.1'. ACCEPTED AS ANGLE POINT IN THE CENTERLINE OF CENTRAL COURT (ALLEY).

(16) FOUND MAG NAIL AND WASHER STAMPED "RCE 30826" PER P.W.F.B. 517–1849–1850. ACCEPTED AS A POINT ON THE CENTERLINE OF CENTRAL COURT (ALLEY).

(A) LEAD, TACK, AND TAG STAMPED "LS 9297" TO BE SET.

ESTABLISHMENT NOTES

⟨A⟩ SEARCHED, FOUND NOTHING. ESTABLISHED BY PROPORTIONATE MEASUREMENT PER R1.

⟨B⟩ SEARCHED, FOUND NOTHING. ESTABLISHED BY PROPORTIONATE MEASUREMENT PER R2.

⟨C⟩ HELD RECORD CURVE DATA Δ=1°50'38" R=322.38' L=10.38' FROM THE BEGINNING OF CURVE PER P.W.F.B. 517–1885–1886.

⟨D⟩ HELD RECORD DISTANCE OF 29.04' ALONG THE CENTERLINE OF EMERALD STREET FROM (11) PER R3.

⟨E⟩ HELD RECORD DISTANCE OF 101.53' FROM ⟨F⟩ PER R4.

⟨F⟩ HELD RECORD DISTANCE OF 246.63' FROM (1) PER R3.

⟨G⟩ SEARCHED, FOUND NOTHING. ESTABLISHED CENTERLINE INTERSECTION.

⟨H⟩ ESTABLISHED AT RECORD DISTANCE OF 103.30' FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 150, R1, PER R5.

⟨I⟩ ESTABLISHED AT RECORD DISTANCE OF 113.30' FROM THE SOUTHWEST CORNER OF LOT 5, BLOCK 150, R1, PER R5.

⟨J⟩ ESTABLISHED AT RECORD DISTANCE OF 133.00' FROM THE SOUTHWEST CORNER OF LOT 4, BLOCK 150, R1, PER R5.

EASEMENT NOTE

[A] INDICATES AN EASEMENT FOR EMERGENCY AND SOLID WASTE COLLECTION SERVICE PURPOSES INCLUDING INGRESS AND EGRESS RIGHTS FOR ACCESS PURPOSES, DEDICATED HEREON TO THE CITY OF REDONDO BEACH.

MAP REFERENCES

R1 – TOWNSITE OF REDONDO BEACH, M.R. 39/1–17.

R2 – R.S.B. 133/45.

R3 – PARCEL MAP NO. 23855, P.M.B. 268/10–12.

R4 – EMERALD TRACT, M.B. 12/161.

R5 – CORPORATION GRANT DEED RECORDED FEBRUARY 25, 1959 AS INSTRUMENT NO. 4993 OF OFFICIAL RECORDS.

SCALE: 1" = 50'

TRACT NO. 84401

IN THE CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

VINCENT STREET
℄ N66°37'21"E 440.18'
219.98'
N66°37'21"E 169.98'
220.20'
N66°37'21"E 170.20'
96.53'
53.67'
20.00'
20'
N66°36'26"E 20.00'
20'
N66°41'19"E 170.12'
N66°41'19"E 10.00'
N66°20'33"E(R)
N23°23'34"W 258.84'
N23°23'34"W 299.96'
N23°23'34"W 320.01'
N23°23'34"W 306.87'
N23°23'34"W 306.87'
N23°24'02"W 307.14'
N23°24'02"W 577.32'
245.63'
℄ PACIFIC COAST HIGHWAY (FORMERLY CHAUTAUQUA AVENUE, R1)
101.53'
Δ=9°42'24" R=1909.16' L=323.43'
331.69'
Δ=4°40'39" R=2864.93' L=233.84'
℄ CAMINO REAL (VACATED), R1
Δ=0°15'25" R=2824.93' L=12.67'
Δ=3°53'53" R=2824.93' L=192.19'
N62°26'40"E(R)
N86°19'54"E 117.00'
S'LY LINE LOT 19, BLOCK 150, R1
60.06'
N23°23'34"W 58.97'
N54°12'34"E 10.24'
156.55'
97.58'
N23°23'34"W 121.53'
N23°23'34"W 100.70'
N66°41'19"E 10.00'
NOT A PART OF THIS SUBDIVISION
1
NET: 1.109 AC
GROSS: 1.250 AC
2
NET: 11,759 SF
GROSS: 13,664 SF
SEE DETAIL "A" HEREON
N60°16'04"E 10.06'
N60°16'04"E 93.24'
N54°12'34"E 103.06'
N54°12'34"E 6.25'
N66°36'35"E 8.00'
N60°17'58"E 85.78'
N60°17'58"W 20.00'
N32°08'56"E 20.02'
87.73'
20.'
N60°17'58"E
N66°36'35"E 9.09'
N38°38'05"E 206.64'
N38°38'05"E 121.68'
N38°38'05"E 11.32'
N23°23'34"W 30.71'
S'LY LINE LOT 4, BLOCK 150, R1
NOT A PART OF THIS SUBDIVISION
NOT A PART OF THIS SUBDIVISION
NOT A PART OF THIS SUBDIVISION
N'LY LINE LOT 5, BLOCK 150, R1
N64°45'40"E(R)
Δ=1°50'38" L=10.38'
171.20'
77.96'
Δ=7°04'58" L=39.85'
178.04'
74.98'
Δ=7°04'58" L=39.85'
47.81'
N33°00'43"W
N57°40'42"E(R)
N29°35'31"W 63.01'
84.96'
N50°35'43"E(R)
N28°09'18"E(R)
N23°23'42"W 229.52'
N23°23'42"W 413.18'
20.39'
Δ=38°27'01" R=322.38' L=216.34'
Δ=53°55'51" R=282.38' L=265.80'
Δ=43°57'59" L=216.69' T=143.67'
N22°38'19"E(R) R=282.38'
N72°45'01"W(R) R=1146.28'
Δ=22°26'26" L=126.26'
N77°19'33"W 347.16'
Δ=9°57'52" L=49.11'
203.49'
Δ=10°58'44" R=1181.28' L=226.36'
Δ=14°27'41" R=1146.28' L=289.32'
N85°26'52"W(R)
N86°19'54"E 179.55'
℄ FRANCISCA AVENUE
℄ 10' CENTRAL COURT (ALLEY)
℄ EL REDONDO AVENUE
℄ EMERALD STREET
N86°19'54"E 411.86'
148.83'
216.50'
40.17'
29.04'
10.13'
7.36'
40'
8.0'
2.10'
10'
2.0'
10'
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15
16

SEE DETAIL "B" HEREON
N60°16'04"E 93.24'
N54°12'34"E 6.25'
N66°36'35"E 8.00'
N60°17'58"E 85.78'
N60°17'58"W 20.00'
N32°08'56"E 20.02'
87.73'
20.'
N60°17'58"E
N66°36'35"E 9.09'
N33°00'43"W 47.81'
N29°35'31"W 63.01'
50.93'
N23°23'34"W 156.55'
85.63'
N38°38'05"E 121.68'
SEE DETAIL "C" HEREON
CENTRAL COURT (ALLEY)
DETAIL OF LOT 2
N

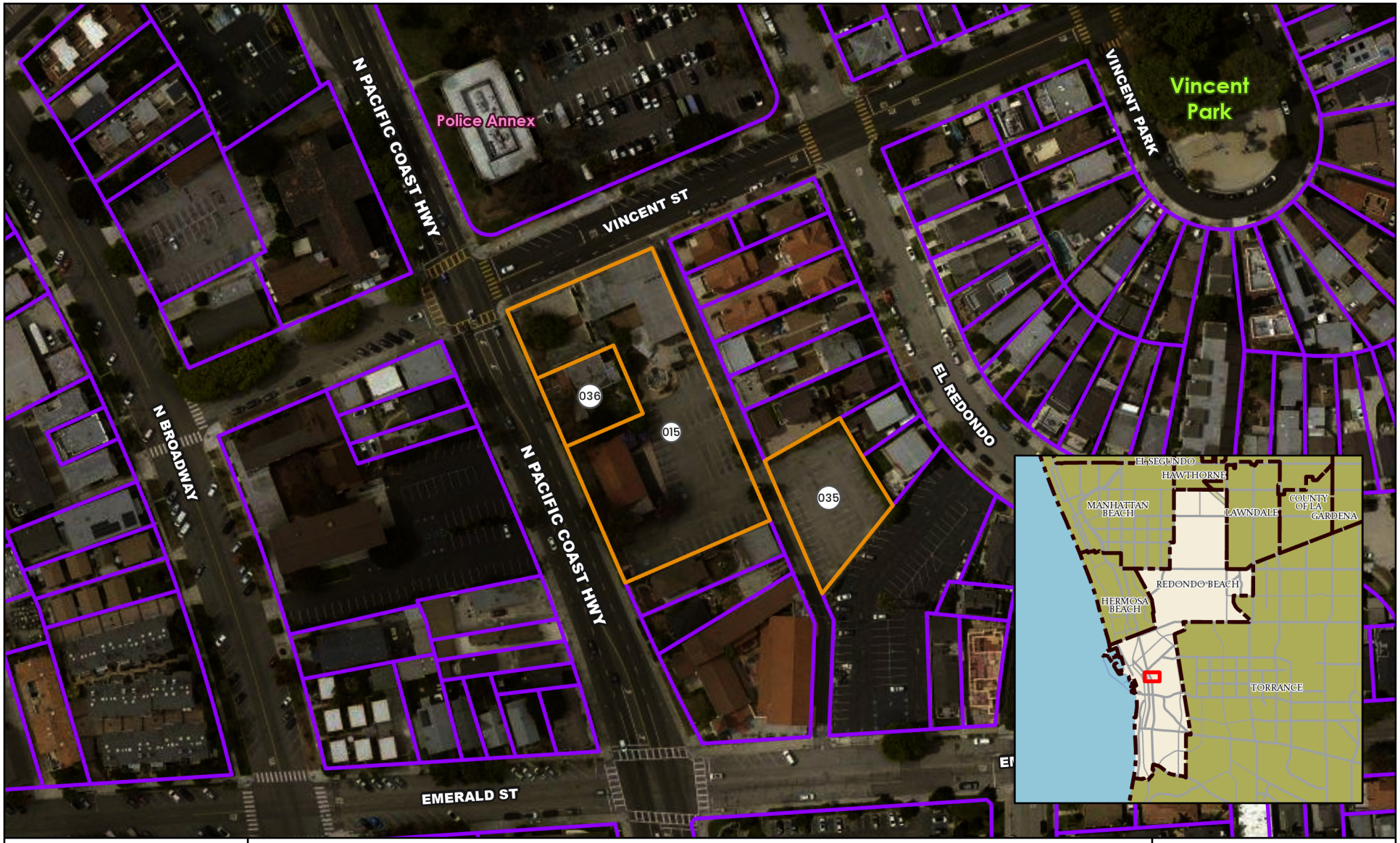
DETAIL "A"
N.T.S.

N60°16'04"E
93.24'
1.34'
N33°00'43"W
47.81'
5.52'
N46°30'56"E
5.62'
DETAIL OF LOT 2

DETAIL "B"
N.T.S.

DETAIL OF LOT 2
N61°36'40"E
3.42'
3.42'
1.34'
N29°35'31"W
63.01'
N38°38'05"E
121.68'

DETAIL "C"
N.T.S.



N

1 inch = 150 feet

Exhibit

Tract Map No. 84401

122 N. Pacific Coast Hwy (APN: 7505-010-015)
126 N. Pacific Coast Hwy (APN: 7505-010-036)
208 Central Ct (APN: 7505-010-035)

REDONDO BEACH

5/21/2026

Subject Property

Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet

Administrative Report

H.8., **File #** 26-0704 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2607-048, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, PROCLAIMING SUNDAY, SEPTEMBER 13, 2026 AS "OPEN WATER SWIM DAY" IN THE CITY OF REDONDO BEACH IN SPONSORSHIP AND SUPPORT OF THE EIGHTH ANNUAL SWIM THE AVENUES WATER SPORTS EVENT TO BE HELD IN THE CITY OF REDONDO BEACH COASTAL WATERS AND IN APPRECIATION OF THE COUNTY OF LOS ANGELES' EFFORTS TO PERMIT THE EVENT AND PROVIDE LOGISTICAL SUPPORT

EXECUTIVE SUMMARY

The City has historically partnered with the County of Los Angeles, local water sports professionals, and businesses to create and host open water swim events in the coastal waters off Redondo Beach. Staff recommends the City continue this tradition, and, where possible, integrate internationally sanctioned swimming activities to demonstrate the capacity of the Redondo Beach coastal waters to host nationally and internationally recognized events.

Adoption of the recommended Resolution would officially recognize and support the September 13, 2026 "Swim the Avenues" open water swim event and its partnership with Los Angeles County.

BACKGROUND

The City of Redondo Beach supports increased use of its coastal waters for recreation and sporting activities and has partnered with the County of Los Angeles, local water sports professionals, and businesses to create a number of open water swim events and activate Redondo Beach coastal waters.

With approval of the recommended Resolution, the City of Redondo Beach would declare Sunday, September 13, 2026 as "Open Water Swim Day" in Redondo Beach and officially support the eighth annual "Swim the Avenues" water sports event in Redondo Beach.

Approximately 600 swimmers are expected for the 2026 event, along with an anticipated viewing audience of 1,000 spectators along the Esplanade and beaches. Of the registered swimmers, organizers expect 85% of the participants to be South Bay residents and 10% of the participants to be new to swim competitions. The event's open swim category ranges are multi-generational to promote the sport and encourage participation for all individuals, regardless of age. The event will utilize social media to post race results and live stream pre-race ceremonies, the race, and post-race

activities.

Individuals wishing to learn more about the September 13, 2026 "Swim the Avenues" event and to register, should visit the event website:

<https://runsignup.com/Race/CA/RedondoBeach/RedondoBeachSwimTheAvenues>

The City appreciates its partnership with Los Angeles County and, local sports and event promoter, Rick Crump for his expertise in organizing and implementing the open water swim event and recommends approval of the proposed Resolution.

COORDINATION

The Resolution has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

The event requires the use of 10 parking spaces (free of charge) along the Esplanade, for a six-hour period, and has a de minimis impact on daily parking revenues.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2607-048 Proclaiming Sunday, September 13, 2026 as Open Water Swim Day in the City of Redondo Beach

RESOLUTION NO. CC -2607-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, PROCLAIMING SUNDAY, SEPTEMBER 13, 2026 AS "OPEN WATER SWIM DAY" IN THE CITY OF REDONDO BEACH IN SPONSORSHIP AND SUPPORT OF THE EIGHTHANNUAL SWIM THE AVENUES WATER SPORTS EVENT TO BE HELD IN THE CITY OF REDONDO BEACH COASTAL WATERS AND IN APPRECIATION OF THE COUNTY OF LOS ANGELES' EFFORTS TO PERMIT THE EVENT AND PROVIDE LOGISTICAL SUPPORT

WHEREAS, the City of Redondo Beach ("City") and the County of Los Angeles ("County") have determined that water access and coastal recreation are critical community elements in providing a healthy environment for residents and visitors to the City; and

WHEREAS, the City and the County provide and promote numerous parks and recreation facilities, programs and events for public use, enjoyment and general public welfare benefit; and

WHEREAS, the City supports the increased use of its coastal waters for recreation and sporting activities and is appreciative of its collaboration with the County and the services the County provides to maintain, activate and supervise the beaches; and

WHEREAS, the City has partnered with the County, local water sports professionals, and businesses to create open water swim events for the purpose of activating City's coastal waters; and

WHEREAS, the City desires to create annual open water swim events that integrate with internationally sanctioned swimming events to promote water sports and demonstrate the capacity and attractiveness of the County and the City's coastal waters; and

WHEREAS, the sixth annual "Swim the Avenues" water sports event to be held on September 13, 2026 is expected to draw more than six hundred (600) County residents of all ages to participate in a one mile or half a mile race; and

WHEREAS, approximately one thousand (1,000) local spectators will come to the event to enjoy the race and the County beach; and

WHEREAS, the City desires to declare September 13, 2026 as "Open Water Swim Day" in sponsorship and support of the "Swim the Avenues" water sports event.

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 does hereby declare September 13, 2026 as "Open Water Swim Day" in Redondo Beach in sponsorship and support of the eighth annual "Swim the Avenues" water sports event to be held in the City of Redondo Beach coastal waters.

SECTION 2. That the City of Redondo Beach does hereby recognize partnerships with Los Angeles County and Rick Crump for the organization and implementation of the “Open Water Swim Day”.

SECTION 3. That the City of Redondo Beach does hereby thank the County of Los Angeles for its review and permitting of the event and is grateful for the logistical services it will provide to support the event.

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 7th day of July, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
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-2607-048 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 7th day of July, 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

Administrative Report

H.9., **File #** 26-0733 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE PLANS AND SPECIFICATIONS FOR THE CITYWIDE CURB RAMP IMPROVEMENTS PROJECT, JOB NO. 40399, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDS

EXECUTIVE SUMMARY

Public Works staff has identified locations within the City that do not meet current accessibility requirements for curb ramps. Rehabilitation of these locations will help ensure that pedestrians and persons with locomotion challenges, such as wheelchair users, can safely navigate the City's sidewalk corridors, while also protecting the City from liability. Twenty-four ramps are scheduled to be improved as part of the proposed project. The program budget, including assumed carryover, is $1,231,000, and is available through Community Development Block Grant (CDBG), Local Return Measure M, and TDA Article III Funds.

BACKGROUND

The current phase of the Citywide Curb Ramp Improvements Project, Job No. 40399 is included in the City's FY 2026-27 Capital Improvement Program (CIP). Staff from the Public Works Department identified curb ramps within the City that have accessibility issues and/or are in disrepair. Plans and specifications for the project have been prepared and are now ready to be advertised for competitive bids. Intersections identified for the proposed curb ramps are included as an attachment with locations sorted by Council District.

The locations included in the project have been identified through residential requests for service and Public Works inspections with particular emphasis on locations that did not have an existing ramp. Improving these locations will allow for greater access for pedestrian traffic throughout the City and will bring the City into better compliance with portions of the Americans with Disabilities Act (ADA) dealing with municipal infrastructure.

The design of the entire project is now complete, the final plans and specifications have been finalized and are ready for a competitive bidding. The plans and specifications are available for review at the plans and specifications review area located behind the Engineering permit counter in City Hall and will be posted online by the first day of advertising.

The project includes the installation of 24 new or improved ramps spread throughout the City. The available project budget is $1,231,000 and is funded by CDBG and Local Return Measure M and

TDA Article III Funds. The Engineer's estimate for the project's construction is $800,000, with an additional $285,000 allocated for soft costs. Construction is expected to begin in November 2026 and is anticipated to take 50 working days to complete.

COORDINATION

Preparation of the plans and specification was coordinated by the Public Works Department, Engineering Services Division.

FISCAL IMPACT

Funding for the project totals $1,231,000 and is available through CDBG, Local Return Measure M, and TDA Article III monies. The total estimated construction expenditure is $1,085,000, including soft costs, as shown below.

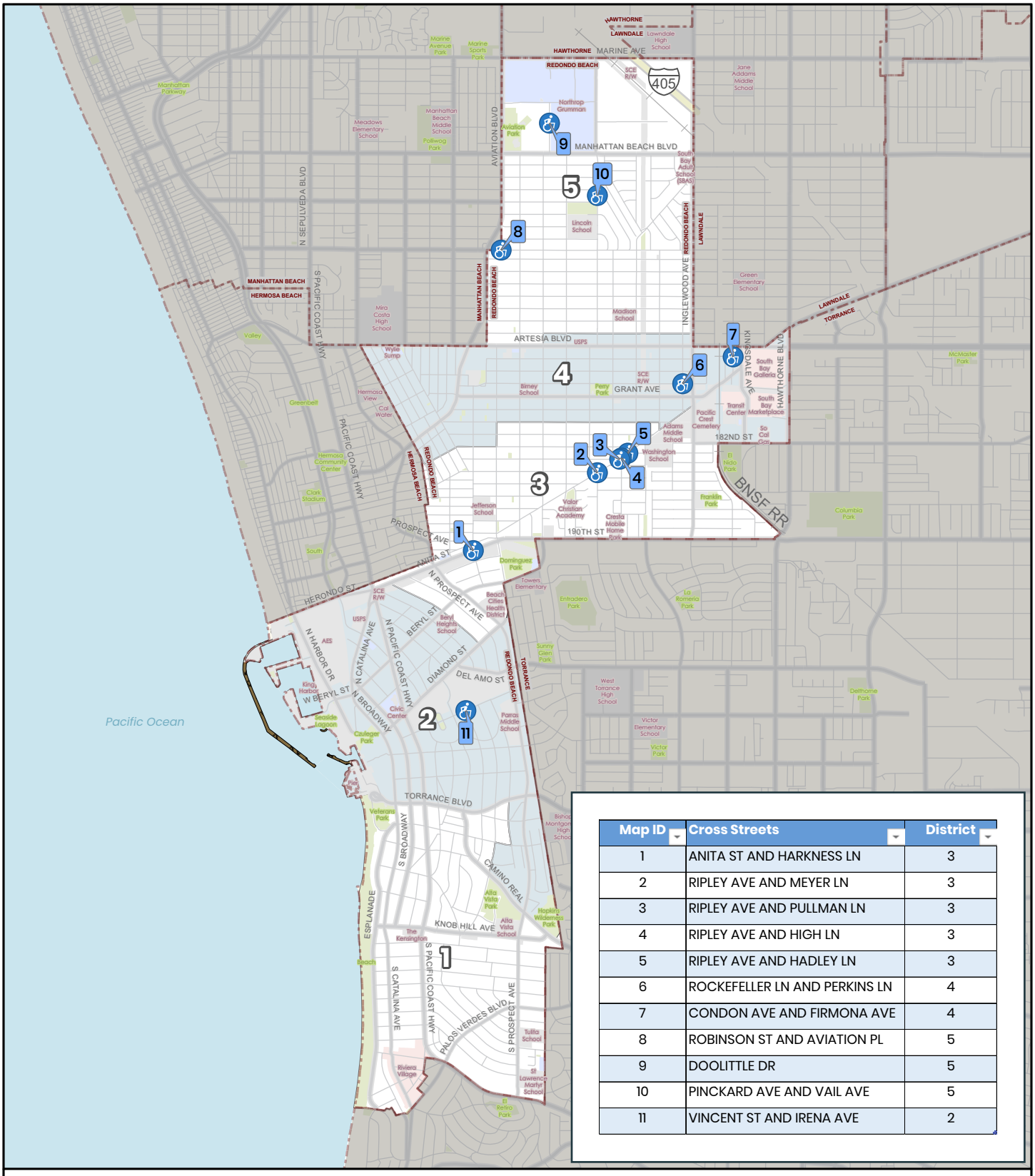
Funding			Estimated Expenditures	
Citywide Curb Ramp Project #40399	$1,085,000		Construction Estimate	$ 800,000
			Contingency (10%)	$125,000
			Constr. Mgmt/Inspection	$80,000
			Project Management	$80,000
Total	$1,085,000		Total	$1,085,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Citywide Curb Ramp 2024 Location Maps



Map ID	Cross Streets	District
1	ANITA ST AND HARKNESS LN	3
2	RIPLEY AVE AND MEYER LN	3
3	RIPLEY AVE AND PULLMAN LN	3
4	RIPLEY AVE AND HIGH LN	3
5	RIPLEY AVE AND HADLEY LN	3
6	ROCKEFELLER LN AND PERKINS LN	4
7	CONDON AVE AND FIRMONA AVE	4
8	ROBINSON ST AND AVIATION PL	5
9	DOOLITTLE DR	5
10	PINCKARD AVE AND VAIL AVE	5
11	VINCENT ST AND IRENA AVE	2

Curb Ramp Intersections

N

N.T.S.

AR: CURB RAMP DESIGN PROJECT

JOB NO. 40399

REDONDO BEACH

Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet

Exported: 6/24/202



Map ID	Cross Streets	District
1	ANITA ST AND HARKNESS LN	3
2	RIPLEY AVE AND MEYER LN	3
3	RIPLEY AVE AND PULLMAN LN	3
4	RIPLEY AVE AND HIGH LN	3
5	RIPLEY AVE AND HADLEY LN	3
6	ROCKEFELLER LN AND PERKINS LN	4
7	CONDON AVE AND FIRMONA AVE	4
8	ROBINSON ST AND AVIATION PL	5
9	DOOLITTLE DR	5
10	PINCKARD AVE AND VAIL AVE	5
11	VINCENT ST AND IRENA AVE	2

Curb Ramp Intersections (1)

N

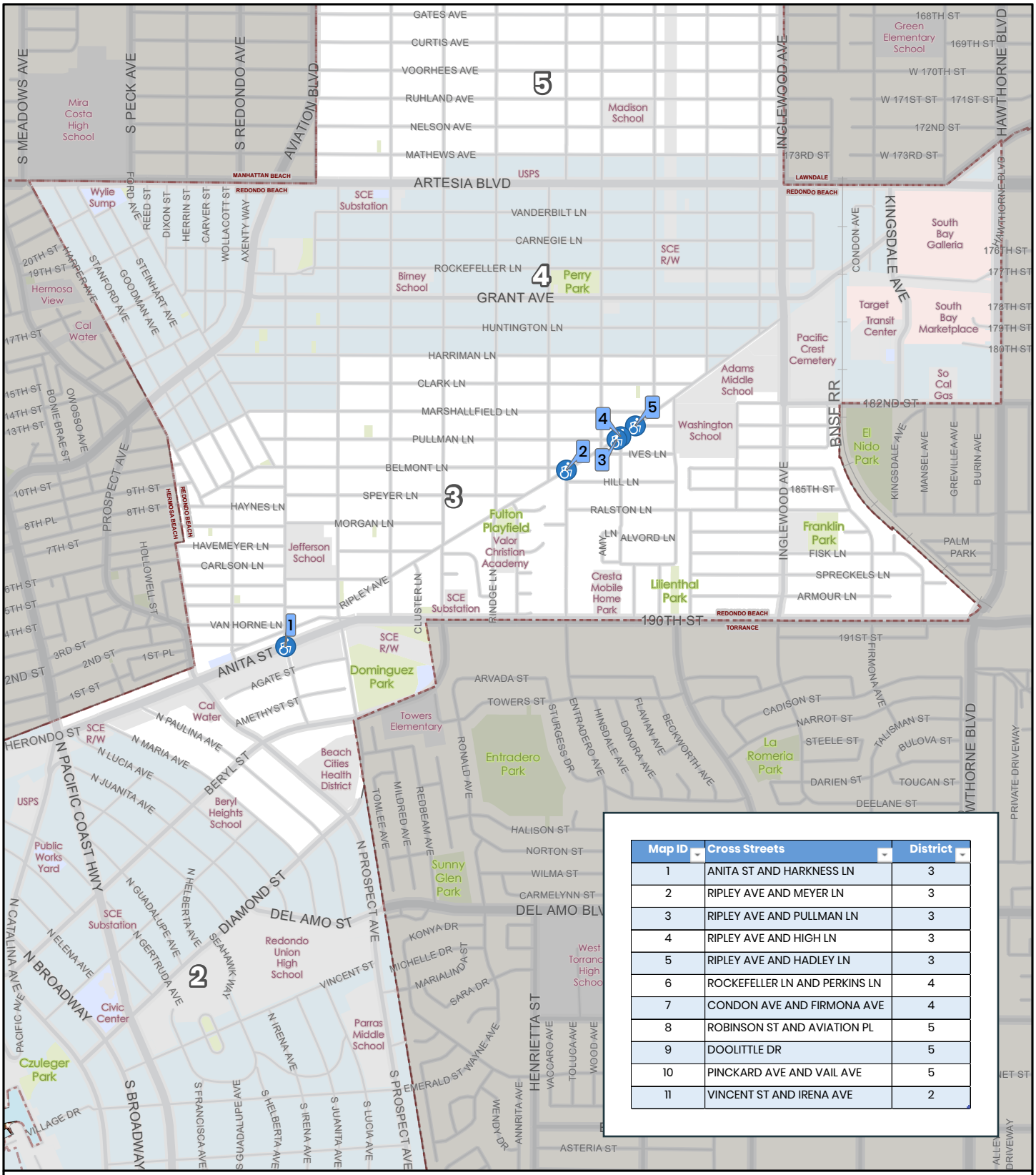
N.T.S.

Council District 2
AR: CURB RAMP DESIGN PROJECT
JOB NO. 40399

REDONDO BEACH

Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet

Exported: 6/24/202



Map ID	Cross Streets	District
1	ANITA ST AND HARKNESS LN	3
2	RIPLEY AVE AND MEYER LN	3
3	RIPLEY AVE AND PULLMAN LN	3
4	RIPLEY AVE AND HIGH LN	3
5	RIPLEY AVE AND HADLEY LN	3
6	ROCKEFELLER LN AND PERKINS LN	4
7	CONDON AVE AND FIRMONA AVE	4
8	ROBINSON ST AND AVIATION PL	5
9	DOOLITTLE DR	5
10	PINCKARD AVE AND VAIL AVE	5
11	VINCENT ST AND IRENA AVE	2

Curb Ramp Intersections (5)

N

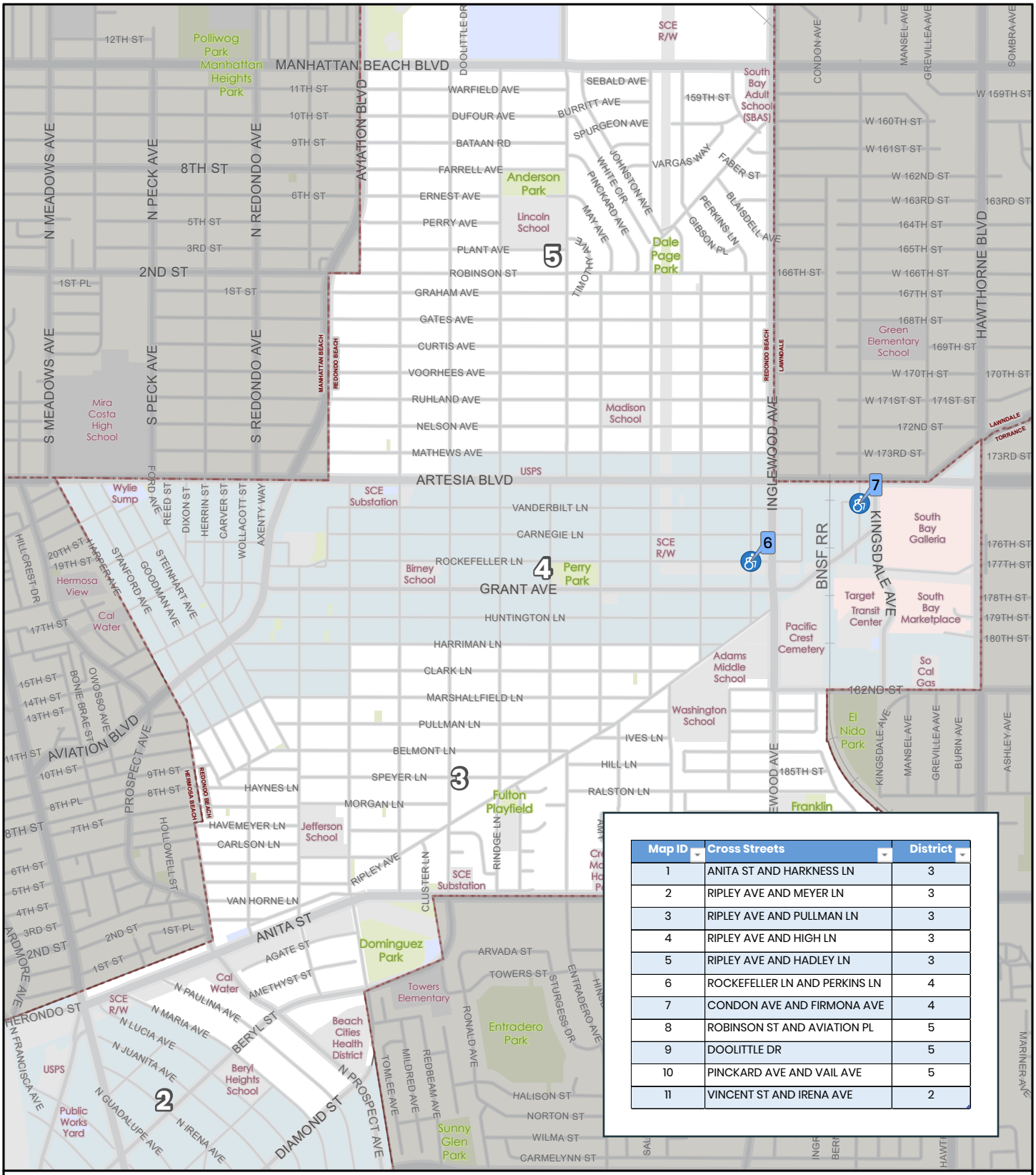
N.T.S.

Council District 3
AR: CURB RAMP DESIGN PROJECT
JOB NO. 40399

REDONDO BEACH

Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet

Exported: 6/24/202



Map ID	Cross Streets	District
1	ANITA ST AND HARKNESS LN	3
2	RIPLEY AVE AND MEYER LN	3
3	RIPLEY AVE AND PULLMAN LN	3
4	RIPLEY AVE AND HIGH LN	3
5	RIPLEY AVE AND HADLEY LN	3
6	ROCKEFELLER LN AND PERKINS LN	4
7	CONDON AVE AND FIRMONA AVE	4
8	ROBINSON ST AND AVIATION PL	5
9	DOOLITTLE DR	5
10	PINCKARD AVE AND VAIL AVE	5
11	VINCENT ST AND IRENA AVE	2

N

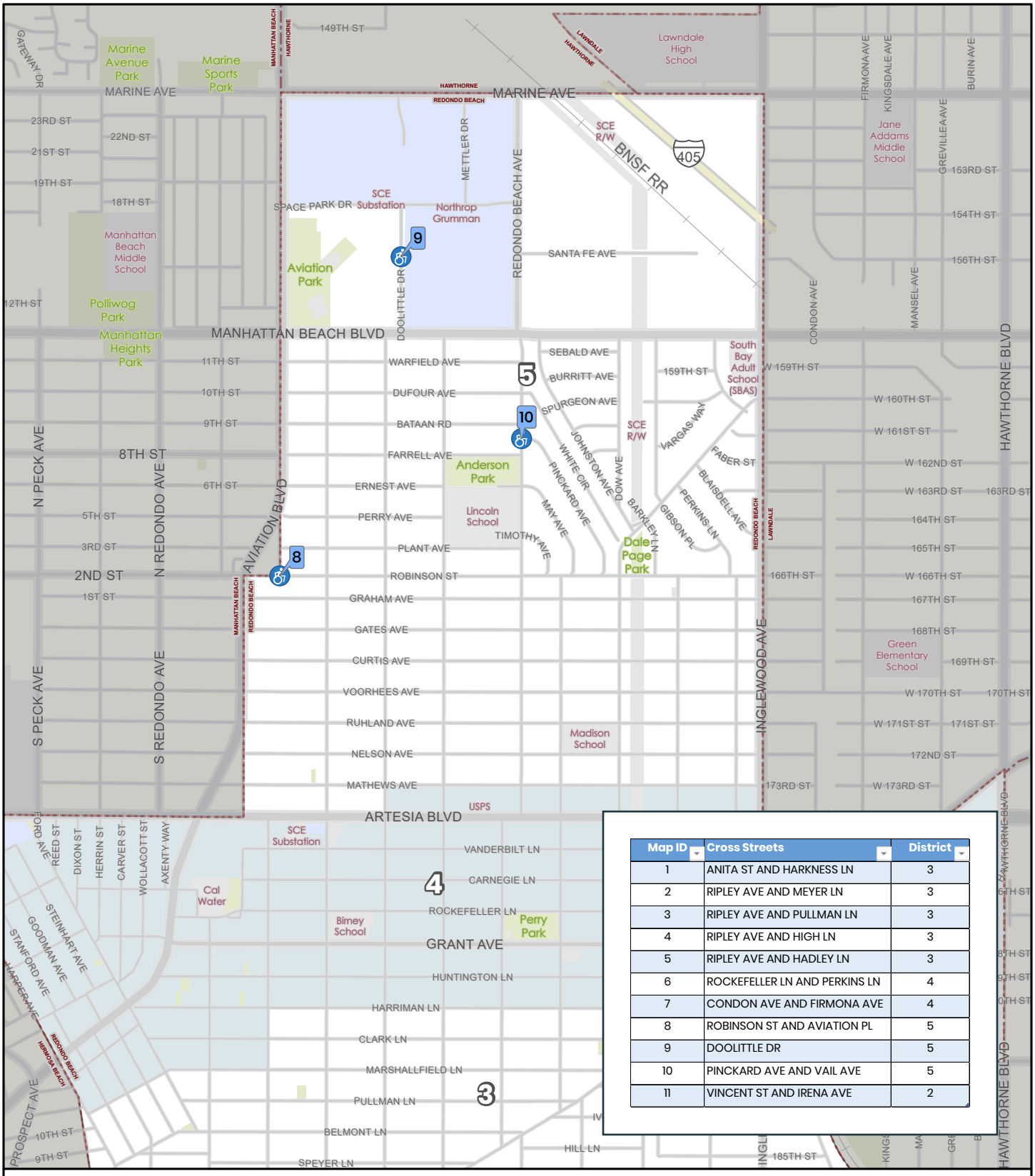
N.T.S.

Council District 4
AR: CURB RAMP DESIGN PROJECT
JOB NO. 40399

REDONDO BEACH

Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet

Exported: 6/24/202



Map ID	Cross Streets	District
1	ANITA ST AND HARKNESS LN	3
2	RIPLEY AVE AND MEYER LN	3
3	RIPLEY AVE AND PULLMAN LN	3
4	RIPLEY AVE AND HIGH LN	3
5	RIPLEY AVE AND HADLEY LN	3
6	ROCKEFELLER LN AND PERKINS LN	4
7	CONDON AVE AND FIRMONA AVE	4
8	ROBINSON ST AND AVIATION PL	5
9	DOOLITTLE DR	5
10	PINCKARD AVE AND VAIL AVE	5
11	VINCENT ST AND IRENA AVE	2

Curb Ramp Intersections (3)

N

N.T.S.

Council District 5
AR: CURB RAMP DESIGN PROJECT
JOB NO. 40399

REDONDO BEACH

Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet

Exported: 6/24/202

Administrative Report

H.10., **File #** 26-0743 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

TITLE

APPROVE A LICENSE AGREEMENT FOR SPECIAL EVENT SERVICES WITH NIKE, INC. FOR THE NIKE AFTER DARK RUN HALF MARATHON EVENT SCHEDULED FOR OCTOBER 24, 2026

EXECUTIVE SUMMARY

Nike, Inc. is proposing to host the Nike After Dark Run, a half marathon event, in Redondo Beach on October 24, 2026. The event would utilize Seaside Lagoon as the primary event venue and staging area and would include a race route through portions of Redondo Beach's waterfront and other various residential and commercial areas. The event is anticipated to attract thousands of participants and spectators and would be supported by extensive community outreach, traffic management, public safety planning, and event operations.

The proposed Agreement grants Nike the use of Seaside Lagoon, designated parking facilities, and a defined race route in exchange for a $320,000 license fee, reimbursement of all City service costs, and several community benefits, including a youth soccer clinic and complimentary race entries for City distribution. Following additional community outreach, Nike personnel will present the final logistical details of the marathon event at a City Council meeting in September.

BACKGROUND

Nike has selected Redondo Beach as the host location for the Los Angeles stop of its Nike After Dark Tour, a global nighttime running series designed specifically to encourage and celebrate women's participation in sport. Redondo Beach is one of only seven cities worldwide selected to host a 2026 Nike After Dark Tour event, joining London, Shanghai, Sydney, Mexico City, Manila, and Mumbai. The event series combines distance running with community, culture, and wellness, while creating an environment intended to encourage women to run together in a supportive nighttime setting.

The proposed event would occur on Saturday, October 24, 2026, and is expected to attract approximately 12,000 participants from throughout Southern California and beyond. Seaside Lagoon would serve as the event headquarters, hosting participant packet pickup, sponsor and community activations, food and beverage concessions, entertainment, and other race-related activities throughout the event weekend.

The race route would travel throughout portions of the King Harbor Waterfront area, Catalina Avenue corridor, The Esplanade, Riviera Village, as well as the cities of Hermosa Beach and Torrance, before returning to the waterfront. Temporary street closures would be required to safely conduct the event.

Harbor Drive would be closed beginning the evening of October 23, while the remainder of the race route would be closed on October 24 during event operations.

Nike would receive exclusive use of Seaside Lagoon, the adjacent north parking lot, the southern event parking lot, the JCS parking lot, portions of Harbor Drive, and other designated event areas during specified setup, event, and breakdown periods. Event load-in activities would begin on October 17, 2026, with complete load-out occurring no later than October 27, 2026.

As part of the Agreement, Nike is required to implement a comprehensive community outreach program in coordination with the City for affected businesses, residents, hotels, churches, and other community stakeholders. Outreach activities will include direct mail notifications, email communications, stakeholder meetings, access planning, construction and traffic updates, along with ongoing coordination with City Departments and affected parties. Nike has designated a dedicated community outreach team that will serve as the primary point of contact for businesses, residents, and stakeholders before, leading up to, and during the event. The outreach team will proactively engage the community, respond to questions and concerns, and work collaboratively with the City to identify and implement reasonable measures to minimize impacts wherever practicable.

The Agreement also requires Nike to provide a community benefit focused on youth participation in sports. The parties have agreed that this requirement will be satisfied through a youth soccer clinic for up to 100 participants, conducted at no cost to participants or the City. In addition, Nike will provide 100 complimentary race entries for distribution by the City.

Nike will be responsible for obtaining all necessary permits, providing event staffing, security, traffic control measures, portable restrooms, event infrastructure, and all other operational requirements necessary to conduct the event. Nike will also reimburse the City for all Police, Fire, Public Works, and other municipal services required to support the event.

The proposed event represents a significant activation of the City's Waterfront and public spaces and is expected to generate substantial visitation to Redondo Beach. As one of only a limited number of Nike After Dark Tour host cities worldwide, Redondo Beach will receive national and international exposure through Nike's global event platform. The event aligns with the City's goal of supporting high-quality special events that attract visitors, showcase the community, support local businesses, and generate revenue to offset impacts to City facilities and services.

Staff has worked extensively with Nike and its event management team to develop operational plans addressing public safety, traffic management, business access, community outreach, and event logistics. Additional operational planning will continue in coordination with the Police Department, Fire Department, Public Works Department, and other City Departments leading up to the event.

The Agreement requires Nike to indemnify the City, maintain insurance coverage meeting City requirements, reimburse all municipal service costs, restore all event areas to their pre-event condition, and comply with all applicable federal, state, and local laws and regulations.

Staff recommends approval of the proposed License Agreement with Nike, Inc. for the Nike After Dark Run. For use of all identified licensed areas, Nike will pay a license fee of $320,000.

COORDINATION

The License Agreement was prepared in coordination with outside counsel and the City Attorney's Office and reflects the City's contemporary license agreement standards.

FISCAL IMPACT

For use of the identified licensed areas, Nike will pay a license fee of $320,000 and reimburse the City for all municipal services costs required to support the event.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - License Agreement with Nike, Inc.

AGREEMENT FOR SPECIAL EVENT SERVICES AND REVOCABLE LICENSE
(Nike After Dark Run)

THIS AGREEMENT FOR SPECIAL EVENT SERVICES AND REVOCABLE LICENSE (this "Agreement") is entered into as of July 7, 2026, by and between NIKE, INC., an Oregon corporation ("Licensee"), and the CITY OF REDONDO BEACH, a California charter city and municipal corporation ("City"). City and Licensee are hereinafter referred to as a "Party" individually or collectively referred to as the "Parties."

RECITALS

A. Licensee desires to obtain the exclusive use of the Seaside Lagoon, the adjacent north parking lot, and designated City streets (the "Licensed Premises") for the operation of the Nike After Dark Run, a half marathon race (the "Event"), and associated programming and activations. The Event is scheduled for October 24, 2026.

B. For and in consideration of the covenants and agreements set forth herein, City desires to license the Licensed Premises to Licensee, and Licensee desires to accept the license of the Licensed Premises from City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. License. City grants to Licensee a license to enter upon and use the Licensed Premises for the purposes and subject to the terms and conditions set forth in this Agreement. This grant of license is not a lease and shall not constitute a grant of any property rights. The Licensed Premises consists of:

a. Seaside Lagoon, located at 200 Portofino Way, Redondo Beach, CA ("Seaside Lagoon").

b. The parking lot located at 200 Portofino Way, Redondo Beach, CA ("Event Parking Lot").

c. The parking lot located at 207 N. Harbor Drive, Redondo Beach, CA ("Southern Event Parking Lot").

d. The public streets, rights-of-way, and adjacent pedestrian and bicycle pathways within the City of Redondo Beach along the following route: Harbor Drive (near 245 N. Harbor Drive) to Pacific Avenue, to Catalina Avenue, south to Torrance Boulevard, west along Torrance Boulevard/Coral Way/George Freeth Way to The Esplanade, south to Paseo de la Playa at the boundary with the City of Torrance, then re-entering Redondo Beach at Paseo de la Playa and continuing to The Esplanade, to Vista del Mar, to Camino de la Costa, east through the alleyway immediately north of Palos Verdes Boulevard to Catalina Avenue, north to Knob Hill Avenue, then reversing direction and proceeding south along Catalina Avenue, returning through the alleyway immediately

north of Palos Verdes Boulevard to Camino de la Costa, to Vista del Mar, to The Esplanade, to Catalina Avenue, north to Francisca, north to Herondo Street, west to Harbor Drive, north to the boundary with the City of Hermosa Beach, then re-entering Redondo Beach via The Strand through the pathway at Gateway Parkette to Harbor Drive, and proceeding south to the point of commencement ("Event Route").

e. The parking lot located at 230 Portofino Way, Redondo Beach, CA ("JCS Parking Lot").

f. The Veterans Park parking lot located at 505 George Freeth Way, Redondo Beach, CA ("Veterans Park Parking Lot").

g. Nonexclusive use of the library parking structure located at 303 N. Pacific Coast Highway, Redondo Beach, CA ("Library Parking Structure").

The Seaside Lagoon, Event Parking Lot, Southern Event Parking Lot, and JCS Parking Lot are depicted in Exhibit A hereto. The Event Route is depicted in Exhibit B hereto. The Veterans Park Parking Lot is depicted in Exhibit C hereto. The Event shall be conducted in the Event Route, Seaside Lagoon, Event Parking Lot, Southern Event Parking Lot, JCS Parking Lot, and Veterans Park Parking Lot and no other locations, except as provided in this Section 1 below. If any component of the Licensed Premises is rendered unusable by City or other governmental agency action, or by a Force Majeure Event (as defined below), City and Licensee shall attempt in good faith to identify an alternate location, subject to availability.

Licensee may request that the City provide Licensee additional Licensed Premises for use in connection with the Event. City does not guarantee the availability of additional Licensed Premises, but shall make reasonable, good faith efforts to accommodate Licensee's requests. The License Fee for any additional Licensed Premises shall be mutually agreed upon by City and Licensee, and shall be memorialized either through an administrative memorandum signed by both Parties or a written signed amendment to this Agreement.

2. Term.

a. **Term of Agreement.** The term of this Agreement shall commence as of the date of this Agreement set forth in the first paragraph hereof, and shall expire on December 31, 2026.

b. **Term of Exclusive Use Periods.** The time of Licensee's exclusive use of the Licensed Premises shall be as follows:

i. **Seaside Lagoon**: 7:00 a.m. October 17, 2026 to 10:00 p.m. October 27, 2026.

ii. **Event Parking Lot**: 7:00 a.m. October 17, 2026 to 10:00 p.m. October 27, 2026.

iii. **Southern Event Parking Lot**: 7:00 a.m. October 17, 2026 to 10:00 p.m. October 27, 2026

iv. **Event Route**: 10:00 a.m. to 11:00 p.m. October 24, 2026, with the exception of Harbor Drive, which Licensee will have exclusive use of from 11:59 p.m. October 23, 2026 to Noon on October 25, 2026.

v. **JCS Parking Lot**: 7:00 a.m. October 17, 2026 to 10:00 p.m. October 27, 2026.

vi. **Veterans Park Parking Lot**: 11:59 p.m. October 23, 2026 to Noon on October 25, 2026.

c. **Term of Non-Exclusive Use Periods.** The time of Licensee's use (non-exclusive) of the Licensed Premises shall be mutually agreed upon by both Parties in accordance with Section 7 hereof.

3. License Fee. Licensee shall pay to City a license fee of Three Hundred Twenty Thousand Dollars ($320,000) in consideration for Licensee's rights under this Agreement (the "License Fee"). Half of the License Fee ($160,000) shall be due and payable not later than July 31, 2026, and the other half of the License Fee ($160,000) shall be due and payable not later than October 24, 2026. Payment of the License Fee shall be made to City at the address shown in Section 36 hereof, attention Finance Department, or such other place as City may designate in writing. The License Fee, less (a) a prorated amount for Licensee's actual use of the Licensed Premises to the date of Licensee's vacation thereof, and (b) the fee for any municipal services provided and damage repair to the date of termination pursuant to Section 7 hereof, shall be refunded in the event the Event is cancelled or materially altered due to an uncured City Default hereunder or a Force Majeure Event precluding Licensee's use and occupancy of the Licensed Premises.

4. Use. Licensee is permitted to use the Licensed Premises solely and exclusively for the following uses and no other uses ("Permitted Uses"):

a. **Event Route**: The Event Route shall be used as the running course for the Event, including the installation of safety barriers and all other safety precautions as reviewed and approved by the City Police Department. Activation nodes along the Event Route, as approved by the City and within the Event Route, may include but shall not be limited to photo stations, music stations, food and water stations, restrooms, cheer stations, a drone show, sponsor activations, giveaways, and other spectator engagement elements.

b. **Seaside Lagoon, Event Parking Lot, Southern Event Parking Lot, JCS Parking Lot and Veterans Park Parking Lot**: The Seaside Lagoon, Event Parking Lot and Southern Event Parking Lot shall be used for music, food and beverage concessions, retail concessions, partner activations, race activations (packet and product pickup), and staging for talks, announcements and entertainment for the Event. Licensee

shall have access to the public restrooms inside Seaside Lagoon for use during the Seaside Lagoon exclusive use period. All custodial services and restroom materials and supplies needed during the Seaside Lagoon exclusive use period shall be provided by Licensee. Licensee shall ensure that public access to the King Harbor hand launch and boat hoist located adjacent to Seaside Lagoon is not blocked or otherwise impaired at any time by Licensee's use of Seaside Lagoon.

The JCS Parking Lot shall be used for non-public operational activities and storage for the Event. The Veteran's Park Parking Lot shall be used for an activation space for families and friends of Event participants. The Library Parking Structure shall be used as a park and shuttle location.

All activations and uses within the Licensed Premises shall be reviewed and approved by the City. City shall have sole discretion to grant or withhold consent to any request by Licensee to use the Licensed Premises for any use which is not a Permitted Use, and City may condition any such consent to compliance with such conditions as City in its sole discretion determines appropriate.

Activities in the Seaside Lagoon and Event Parking Lot shall occur only during the following dates and times:

- Load-in: 7:00 a.m. to 10:00 p.m. October 17 to October 21, 2026
- Pre-Race Activation: 10:00 a.m. to 8:00 p.m. October 22 to October 23, 2026
- Race Day: 10:00 a.m. to 11:00 p.m. October 24
- Load-out: 7:00 a.m. to 10:00 p.m. October 26 to October 27, 2026.

5. Licensee's Management of the Event. During the term of this Agreement, Licensee agrees to plan, promote, coordinate, install, manage and supervise the Nike After Dark Run Event, consisting of the presentation and operation of a half marathon run and other approved ancillary activities associated therewith. Licensee shall provide professional management and operation services including employing an Event manager, other Event staffing and volunteers, race marshals, traffic control coordination, security personnel, and other necessary personnel. Licensee shall provide portable public restrooms for the Event at Licensee's expense in sufficient number to avoid lengthy lines. Licensee shall be responsible for all costs and expenses associated with the performance of this Agreement and production of the Event.

Licensee shall be responsible for providing any necessary staffing, monitoring, security, or access control associated with Licensee's use of the Library Parking Structure, particularly during evening hours following closure of the adjacent library facilities and the securing of associated gates and doors. Licensee shall provide on-site personnel to facilitate participant access to and from the Library Parking Structure, including monitoring entry points and coordinating access through any secured doors or gates, as required.

6. Street Closures. City shall permit the closure of Harbor Drive between the Hermosa Beach border in the north and Pacific Avenue to the south between 11:59 p.m. October 23, 2026 to Noon October 25, 2026. City shall permit the closure of all other streets within the Event Route not earlier than 3:00 p.m. on October 24, 2026. Licensee shall be responsible for undertaking all actions necessary to close such streets, including without limitation the installation of all barricades and signage necessary for all street closures, and City shall not be responsible therefor. Licensee shall submit a traffic control plan to the City prior to the Event for the reasonable approval of the City Traffic Engineer, and upon approval thereof the City Traffic Engineer shall provide all required governmental approvals for the street closures contemplated herein. Licensee shall immediately open, clear and clean the Event Route (except for Harbor Drive) on a rolling basis as soon as the last runner bypasses each portion of the Event Route.

7. Police, Fire and Other City Services. City and Licensee shall meet and confer to determine and agree upon a plan for the type and level of police, fire, public works and other municipal services that the Parties agree are necessary to be provided by City for the Event. The City shall provide Police, Fire and Public Works Department support and additional municipal services in accordance with the mutually agreed upon municipal services plan. City shall additionally provide such emergency services with respect to the Event as City determines are necessary, in City's sole discretion. Licensee shall reimburse the City for any municipal services provided for the Event, and for the cost of any repairs which need to be performed to City property required as a result of Licensee's use of the Licensed Premises, at the rates for such services set forth in the municipal services plan (or at City's standard rates for services for which rates are not included in such plan). The City shall invoice Licensee for municipal services provided and damage repair within thirty (30) days following the Event, and Licensee shall remit the municipal services reimbursement amount to the City thirty (30) days after receipt of City's invoice.

Licensee may utilize the Library Parking Structure for park-and-shuttle parking associated with the Event in accordance with a written plan for use of the Library Parking Structure which is mutually agreed upon by both Parties. Such use shall be non-exclusive, and the Library Parking Structure shall remain open for use by the public and other authorized users at all times.

8. Permits and Licenses. Licensee shall, at its own expense, procure and keep in force, with respect to the Event, all necessary permits and licenses from City and all other government agencies having jurisdiction over the Event. City shall reasonably cooperate with Licensee in obtaining required permits and approvals. City shall not be obligated to provide Licensee any waivers or reductions of City fees. The programmatic details of the Event shall be coordinated with the City Manager and/or his designee (which may include the City Community Services Director). All construction, installation and set-up on the Licensed Premises shall be completed by Licensee in accordance with all City engineering, building and safety requirements.

9. Community Benefit Event. As a material condition of this Agreement, Licensee shall provide a community benefit focused on youth participation in sports and/or sports-related activities during the Term of this Agreement. Such community benefit shall be satisfied through either: (i) the planning, organization, production, and delivery of at least one community-based event in partnership with the City (a "Community Event"); or (ii) the provision of equipment, gear, supplies, funding, in-kind resources, or other support for one or more City-produced youth sports, recreation, wellness, or community events or programs, as determined pursuant to this Section.

a. City Selection and Approval. The Parties agree that the Community Event will consist of a soccer clinic for up to one hundred (100) participants. The location, timing, format, and required level of support associated with the soccer clinic shall be mutually agreed upon by Licensee and the City. The Community Event may be a stand-alone event or complementary activation held in conjunction with, or in support of, other City-hosted or City-coordinated programs or events, as agreed by the Parties. The City shall be responsible for participant registration and related communications, while Licensee shall be responsible for the planning, programming, staffing, and operation of the soccer clinic. Notwithstanding the foregoing, the Parties may mutually agree in writing to an alternative Community Event format. Such alternative format may include the provision of in-kind equipment, apparel, promotional items, or other materials by Licensee in support of a City-hosted or City-coordinated recreational program or event.

b. Timing Requirement. All Community Events required under this Section 9 shall be fully completed within the Term of this Agreement, unless the City expressly agrees otherwise in writing.

c. No Cost to Participants or City. Any Community Event produced by Licensee shall be provided free of charge to all participants and at no cost, expense, or financial obligation to the City. Licensee shall be solely responsible for all costs associated with the planning, permitting, staffing, equipment, programming, marketing, insurance, security, and execution of each Community Event, unless otherwise expressly agreed to in writing by the City.

d. Public Benefit Purpose. All Community Events, support, equipment, resources, or other contributions provided shall be designed to promote youth engagement, access, and development in sports, physical activity, and related educational or wellness opportunities, and shall be conducted in a manner consistent with the City's community, equity, and youth development objectives.

e. Compliance With Laws and City Policies. Licensee will conduct all Community Events in compliance with all applicable federal, state, and local laws, regulations, ordinances, and City policies, including but not limited to those relating to youth safety, accessibility, nondiscrimination, and public events.

f. Coordination With City. Licensee shall reasonably coordinate with the City regarding scheduling, messaging, branding (if applicable), and logistical integration with other City programs or events. The City retains the right to require reasonable modifications to ensure alignment with City goals and operational requirements.

g. No Revenue Rights. Licensee shall not charge admission fees, participation fees, or solicit mandatory donations from attendees for the Community Events.

h. Failure to Perform. Failure by Licensee to timely deliver a Community Event in accordance with this Section 9 within the Term shall constitute a material breach of this Agreement if not cured within the time set forth in Section 30 hereof following written notice from City, subject to all remedies available to the City under this Agreement and applicable law.

i. **Complimentary Race Entries.** As an additional community benefit, Licensee shall provide the City with one hundred (100) race entries (bibs) for the Event at no cost to the City. The City shall have sole discretion regarding the distribution and allocation of such race entries, including the selection of recipients and the manner of distribution. Licensee shall cooperate with the City to facilitate redemption and use of the complimentary race entries in accordance with reasonable Event registration procedures.

10. Branding, Signage and Publicity. Licensee is encouraged to, and shall be permitted to, include the City logo on Event advertising and signage with prior approval of the City, in City's reasonable discretion (provided that no City approval shall be required for Event promotional materials which are substantially the same as prior Event promotional materials approved by the City).

11. Minimizing Impact of Event on Community and Businesses. Licensee shall take actions to communicate with, obtain the input of, and inform City residents, local community organizations, and local businesses about the Event, in accordance with the Outreach Plan that is attached hereto as Exhibit C and incorporated herein. Licensee shall use good faith efforts to operate the Event in a manner that minimizes the impact of the Event on City residents and local businesses. Licensee shall prepare and submit to City for its approval an access plan for businesses on the west side of Harbor Drive. The access plan shall contain methods to provide reasonable access for such businesses which may include, without limitation, intermittent opening of the road and shuttle services. Licensee shall work with City staff to establish communication and coordination with businesses impacted by the road closures as reasonably necessary to minimize disruption in business function for the days leading up to and including the date of the Event. Licensee shall use commercially reasonable efforts to minimize the impact of the Event on the waterfront businesses. Notwithstanding the foregoing, nothing in this Section 11 shall be construed as an obligation of either Party to compensate residents or local businesses for expenses or lost revenues as a result of the Event, or as a guarantee that residents and local businesses will not incur expenses or lose revenues as a result of the Event. Licensee shall provide a

dedicated customer service representative on the date of the Event to receive and respond to all Event day requests and questions.

12. Condition of Licensed Premises. Licensee hereby agrees and warrants that it has investigated and inspected the condition of the Licensed Premises and its suitability for Licensee's purposes, and Licensee does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Licensed Premises or the suitability of same for Licensee's purposes. Licensee acknowledges that City has not made any representations or warranty with respect to the Licensed Premises, its condition, or with respect to the suitability for Licensee's business. If any of the City staff members providing municipal services to the Event actually learns of any hazardous or unsafe conditions that would materially impact the safe operation of the Event, City shall promptly inform Licensee of such hazardous or unsafe conditions. Notwithstanding the foregoing, City shall have no duty hereunder to inspect or test the condition of any portion of the Licensed Premises. Licensee hereby agrees that the Licensed Premises shall be taken "AS-IS", "with all faults." City shall have no obligation to alter, remodel, improve, repair, decorate or paint the Licensed Premises or any part thereof, except that if Licensee identifies potholes in the road along the Event Route, Licensee shall notify the City at least fifteen (15) days in advance of the Event, and City shall use reasonable good faith efforts to take action to ensure that such potholes are filled in prior to the Event.

13. Maintenance. Licensee, at its sole expense, shall keep the Licensed Premises and every part thereof in good condition and repair and shall place the Licensed Premises in good condition, in at least the quality of condition that existed prior to the Event (ordinary wear and tear and any preexisting conditions excepted), as soon as practicable after the conclusion of the Event, or the earlier termination of this Agreement prior to the Event. Licensee shall be responsible for all custodial services and maintenance of the Licensed Premises during the Event, including the provision of all restroom materials and supplies, as well as the supervision and security of the Event and other areas of the Licensed Premises where Licensee is operating and/or providing ancillary activities. Notwithstanding the foregoing, Licensee shall not be responsible for the repair, remediation, or correction of any preexisting defects, conditions, or code violations not caused by Licensee, its contractors, or invitees. In the event Licensee fails to maintain the Licensed Premises or otherwise fails to correct any dangerous or unsanitary condition within twenty-four (24) hours after being notified by the City to do so, the City may remedy the condition at Licensee' s expense. In the event there is an imminently dangerous condition and Licensee is unable to correct it immediately, the City may remedy the condition immediately.

14. **Utilities.**

a. Provision of Electrical Power Source. City shall provide Licensee with access to a metered electrical power source at the metered source point in Seaside Lagoon sufficient to accommodate the electrical needs of the Event as provided in advance by Licensee. Licensee shall reimburse the City for all electrical charges attributed to such dedicated meter during the term of the Event. City shall not be responsible for providing

electrical power at locations within the Licensed Premises other than Seaside Lagoon, including without limitation the Event Route, and Licensee shall be solely responsible for obtaining electrical power at such locations if desired by Licensee. Notwithstanding the foregoing, City shall not be responsible for any interruption, outage or failure of electrical power not caused by City or its officers, employees, agents or representatives.

b. Provision of Water Source. City shall provide Licensee with access to a water source sufficient to accommodate the water needs of the Event. Licensee shall reimburse the City for all water charges incurred on the Licensed Premises during the term of the Event. City shall not be responsible for providing water services at locations within the Licensed Premises other than Seaside Lagoon, including without limitation the Event Route, and Licensee shall be solely responsible for obtaining water services at such locations if desired by Licensee. Notwithstanding the foregoing, City shall not be responsible for any interruption, outage or failure of water service not caused by City or its officers, employees, agents or representatives.

15. Removal of Personal Property. Licensee shall, at Licensee's sole cost and expense, remove or cause to be removed from the Licensed Premises any and all vehicles, tools, equipment, materials and other personal property. Such removal shall be completed by Licensee (i) with respect to Licensee's property located at Seaside Lagoon and the Event Parking Lot, within the times for Load-out as set forth in Section 4 hereof, and (ii) with respect to Licensee's property at other locations, as soon as practicable after the conclusion of the Event, or the earlier termination of this Agreement prior to the Event. If Licensee fails to remove its personal property within twenty-four (24) hours after being notified by the City to do so, City may remove and dispose of such property at Licensee's sole cost and expense.

16. Alterations of Improvements. Licensee shall not make or permit to be made any alterations, additions or improvements to the Licensed Premises or any part thereof without the prior written consent of City, in City's sole and absolute discretion.

17. Damages to Licensed Premises. Licensee shall bear responsibility for any and all damages to the Licensed Premises and improvements therein caused by the use of the Licensed Premises by Licensee or its permittees, or by any act or omission of Licensee, unless such damages are caused by the sole negligence of City, its officers, employees, contractors, agents or representatives.

18. Compliance with Laws; Taxes. Licensee shall comply with all state, federal and local laws, ordinances, rules and regulations applicable to the use and maintenance of the Licensed Premises, and the operation of the Event, including without limitation all environmental laws. Licensee shall be obligated to pay all federal, state and local taxes arising from the operation of the Event.

19. Indemnity. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless City, its officers, officials, employees and volunteers (collectively, "Indemnitees"), from and against any and all claims, damages, demands,

liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees (collectively, "Claims"), arising out of or in connection with Licensee's actions or inactions relating to Licensee's use of the Licensed Premises (including claims asserted by residents, local businesses, or other third parties), Licensee's use of the Licensed Premises by Licensee's customers, guests, invitees, contractors, agents, or employees, Licensee's operation and management of the Event, or Licensee's failure to comply with any of its obligations contained in this Agreement, except such loss or damage that is caused by the sole negligence or willful misconduct of City, its officers, employees, contractors, agents or representatives. The provisions of this Section 19 shall survive the expiration or earlier termination of this Agreement.

20. Insurance. Licensee shall procure and maintain for the duration of the Term of this Agreement policies of commercial general liability, automobile liability, and worker's compensation, in accordance with the requirements set forth in Exhibit D attached hereto and incorporated herein. Prior to commencement of the Term, Licensee shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this Section.

21. Assignment; No Encumbrance. The license granted by City hereby is personal to Licensee, and shall not be assigned by operation of law or otherwise absent the written consent of City, which City may condition or withhold in City's sole discretion.

22. No Liens or Encumbrances. Licensee shall not permit the placement of liens or encumbrances on the Licensed Premises.

23. Amendment and Limited Administrative Authority. This Agreement may be amended only by a written instrument approved by both the City Council and Licensee, and executed by authorized representatives of City and Licensee. Neither City nor Licensee shall be bound by any verbal, implied, or informal modification of this Agreement. Except as expressly provided below, all waivers, interpretations, amendments, or further agreements relating to this Agreement shall require prior consideration, approval, and written authorization by the City Council.

Notwithstanding the foregoing, the City Manager (or designee) is authorized to take limited administrative actions without prior City Council approval solely in response to exigent or emergency circumstances that require immediate action to protect public health, safety, or welfare, or to address unforeseen operational conditions affecting the permitted event and when it is not reasonably practicable to obtain prior City Council approval. Such actions may include reasonable, temporary adjustments to operational terms (including Event timing, access, or logistics), provided that:

(a) such actions are narrowly tailored to address the exigent circumstance;

(b) such actions do not materially alter the scope, purpose, or duration of this Agreement;

(c) such actions do not materially or substantially increase costs, liabilities, or obligations of the City; and

(d) such actions do not constitute a permanent amendment to this Agreement.

By way of illustration and not limitation, such temporary actions may include minor adjustments to Event start or end times, or operational logistics, necessitated by unforeseen public safety incidents (e.g., police activity, fire, or emergency response), provided such adjustments comply with the limitations set forth above.

Any action taken by the City Manager pursuant to this subsection shall be documented in writing and reported to the City Council as soon as reasonably practicable. To the extent any such action would have an ongoing or material effect on this Agreement, follow up approval by the City Council shall be required. The City Manager shall not have authority to execute amendments, waivers, or further agreements that are policy-level, material, or non-exigent in nature, all of which are expressly reserved to the City Council. The City Manager may delegate ministerial or administrative functions under this Section to management-level employees of the City, but such delegation shall not expand the scope of authority granted herein. Absent express City Council approval, no action taken by the City Manager shall have any continuing force or effect, and the terms of this Agreement shall control in all respects.

24. Waiver. The waiver by City of any term, covenant, or condition contained in this Agreement shall not be deemed to be a continuing waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition in this Agreement.

25. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third party to any party in this Agreement, nor shall any provision in this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.

26. Time of Essence. Time is and shall be of the essence of this Agreement.

27. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California without regard to principles of conflicts of laws.

28. Termination. City may terminate this Agreement (i) without cause, upon delivery of written notice to Licensee at least thirty (30) days prior to the date of termination, or (ii) with cause for Licensee's default of this Agreement, upon the expiration of the ten day written notice period pursuant to Section 29 hereof, provided that the noticed Event of Default has not been cured within such ten (10) day period. In the event of termination by City without cause, City shall refund the License Fee prepaid by Licensee, less (a) a prorated amount for Licensee's actual use of the Licensed Premises to the effective date of termination, and (b) the fee for any reasonable, documented, and non-

cancellable costs actually incurred for municipal services provided and damage repair to the effective date of termination pursuant to Section 7 hereof, with any personnel costs calculated based upon City's adopted fee schedule for such services. Licensee may terminate this Agreement without cause upon delivery of written notice to City at least ninety (90) days prior to the date of termination. In the event of termination by Licensee without cause, City shall refund to Licensee the License Fee prepaid by Licensee, less (a) a prorated amount for Licensee's actual use of the Licensed Premises to the effective date of termination, (b) the fee for any reasonable, documented, and non-cancellable costs actually incurred for municipal services provided and damage repair to the effective date of termination pursuant to Section 7 hereof, with any personnel costs calculated based upon City's adopted fee schedule for such services, and (c) any reasonable, documented, and non-cancellable costs actually incurred by City in connection with the Event and approved in advance by Licensee. Upon the termination of the Agreement, Licensee shall immediately cease all use of the Licensed Premises, remove all equipment and personal property in accordance with Section 15 hereof, and restore the Licensed Premises to its original condition in accordance with Section 13 hereof. The indemnification requirements of Section 19 hereof and the License Fee requirements of Section 3 hereof shall survive the termination of this Agreement. Licensee acknowledges and agrees that Licensee is not entitled to receive, and City shall have no obligation or liability for, any compensation, reimbursement, costs, expenses, damages (whether direct, indirect, consequential, incidental, or special), lost profits, reliance damages, expectation damages, indemnity, or relocation benefits of any kind, arising out of or related to the City's termination of this Agreement prior to the expiration of the Term, regardless of the cause or timing of such termination. Licensee further expressly waives any and all claims, demands, or causes of action against the City, its officers, officials, employees, and agents arising from or related to such termination, including but not limited to claims based on contract, tort, equity, or any theory of detrimental reliance or unjust enrichment.

29. Force Majeure. If the Event cannot take place, in whole or in part, or the Parties to this Agreement cannot perform any of their respective material obligations herein because of an act or regulation of public authority, fire, riot or civil commotion, lockout, strike or other labor dispute, terrorist act or threat, acts or declarations of war, substantial interruption in, or substantial delay or failure of, technical facilities, war conditions, epidemic, pandemic, death, acts of God or other occurrence outside the reasonable control of City or Licensee ("Force Majeure Event"), both Parties shall be excused of any obligation or liability whatsoever to the other Party to the extent prevented by such Force Majeure Event. Licensee shall be entitled to a refund of the License Fee paid in the event a portion of the Event is cancelled by reason of a Force Majeure Event, less (a) a prorated amount for Licensee's actual use of the Licensed Premises to the effective date of termination, (b) the fee for any reasonable, documented, and non-cancellable costs actually incurred for municipal services provided and damage repair to the effective date of termination pursuant to Section 7 hereof, with personnel costs calculated based upon City's adopted fee schedule for such services, and (c) any reasonable, documented, and non-cancellable costs actually incurred by City in connection with the Event and approved in advance by Licensee.

30. Default and Remedies. An event of default ("Event of Default") shall arise hereunder if either Party defaults in the performance of any term, provision, covenant or agreement set forth in this Agreement, and (unless such provision specifies a shorter cure period for such default) the default continues for ten (10) days after the date upon which the non-defaulting Party shall have given written notice of the default to the other Party. If the defaulting Party fails to cure the default within the foregoing time period, or if a cure is not possible, the non-defaulting Party may proceed with any of the following remedies:

a. Terminate this Agreement in accordance with Section 28 hereof;

b. Bring an action for equitable relief and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief; or

c. Pursue any other remedy allowed at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive of, and shall not prejudice any other remedy provided herein or under applicable law. No officer, employee or agent of City shall be personally liable to Licensee, or any successor in interest, in the event of any default or breach by City, or for any amount of money which may become due to Licensee or its successor or for any obligation of City under this Agreement.

31. Attorneys' Fees. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Los Angeles County, California. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, court costs, and other such costs as may be affixed by the Court.

32. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give it the fullest effect allowed by law.

33. Successors and Assigns. Subject to the restrictions on assignment set forth in Section 21 hereof, the provisions, terms, and conditions of this Agreement shall bind and inure to the benefit of the Parties, their successors and permitted assigns.

34. Relationship of Parties. City and Licensee intend by this Agreement to establish the relationship of City and Licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any other business relationship other than that of licensor and licensee.

35. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be or become invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

36. Notices. Unless otherwise provided herein, all notices required hereunder shall be given by United States registered or certified mail, reliable overnight courier service, or other form of mail which offers proof of mailing, postage prepaid and addressed to the Party at the address below:

City:

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: City Manager
With copy to: City Attorney

Licensee:

Nike, Inc.
One Bowerman Drive
Beaverton, OR 97005
Attention: Office of the General Counsel

Either party may change its address by giving notice of such change to the other party in the manner provided in this Section. All notices and other communications shall be deemed communicated as of actual receipt or after the second day after deposit in the United States Mail, and on the next business day if delivered through overnight courier service.

37. Integration. This Agreement contains all of the agreements and understandings of the Parties with respect to any matter mentioned in this Agreement, and supersedes and terminates all prior and contemporaneous agreements between City and Licensee with respect to the matters covered in this Agreement.

38. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

39. Construction and Interpretation. It is agreed and acknowledged by Licensee that the provisions of this Agreement have been arrived at through negotiation, and that Licensee has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

IN WITNESS WHEREOF, City and Licensee have executed this Agreement as of the date and year first written above.

CITY:

CITY OF REDONDO BEACH,
a California charter city and municipal corporation

By: _____
James A. Light, Mayor

ATTEST:

By: _____
Eleanor Manzano, City Clerk

APPROVED:

By: _____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

By: _____
Joy A. Ford, City Attorney

LICENSEE:

NIKE, INC., an Oregon corporation

By: _____
Rob Aldinger, Director,
North America Brand Experiences

Exhibit A

Map of Seaside Lagoon, Event Parking Lot, Southern Event Parking Lot and JCS Lot



Exhibit B

Map of Event Route



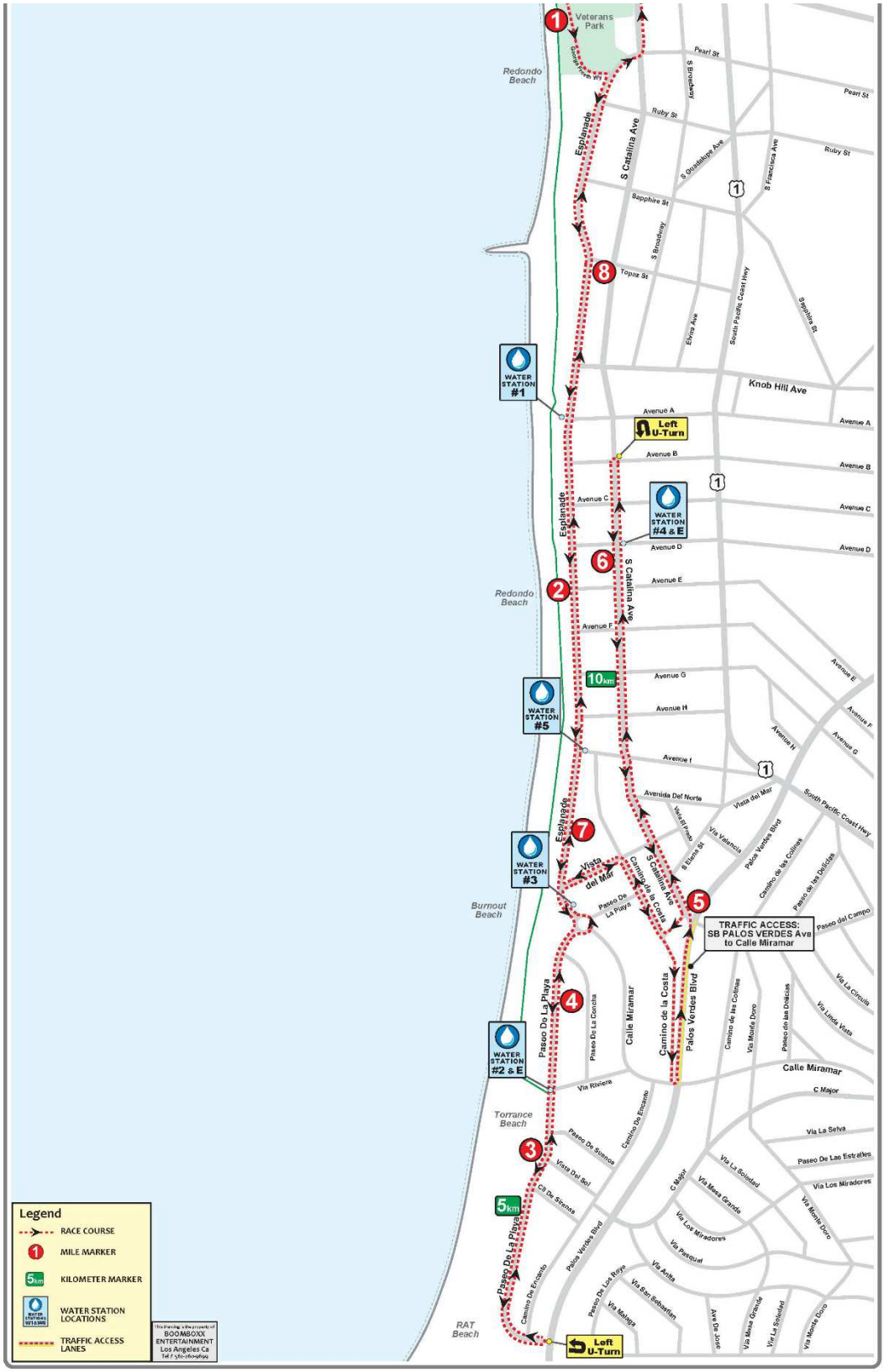

Veterans Park
Redondo Beach
Esplanade
S Catalina Ave
Pearl St
Ruby St
Sapphire St
Topaz St
S Broadway
S Guadalupe Ave
S Francisca Ave
South Pacific Coast Hwy
Elvira Ave
Knob Hill Ave
Avenue A
Avenue B
Avenue C
Avenue D
Avenue E
Avenue F
Avenue G
Avenue H
Avenue I
Avenida Del Norte
Vista del Mar
Via Valencia
Palos Verdes Blvd
Camino de las Colinas
Paseo de las Delicias
Paseo del Campo
Via La Circula
Via Linda Vista
Calle Miramar
C Mayor
Via La Selva
Paseo De Las Estrellas
Via Los Miradores
Via Monte Doro
Via La Soledad
Via Mesa Grande
Via Pasquel
Via Aurita
Via San Sebastian
Via Malaga
Ave De Jose
Burnout Beach
Torrance Beach
RAT Beach
Paseo De La Playa
Paseo De La Concha
Paseo De Sonrisa
Vista Del Sol
Ctr De Sonrisa
Camino De Encanto
Paseo De Los Reyes
Via Riviera
Camino de la Costa
Paseo De La Playa
WATER STATION #1
WATER STATION #2 & E
WATER STATION #3
WATER STATION #4 & E
WATER STATION #5
Left U-Turn
10km
5km
TRAFFIC ACCESS: SB PALOS VERDES Ave to Calle Miramar
Legend
RACE COURSE
MILE MARKER
KILOMETER MARKER
WATER STATION LOCATIONS
TRAFFIC ACCESS LANES
BOOMBOOX ENTERTAINMENT
Los Angeles Ca

Exhibit C

Map of Veterans Park Parking Lot



= Veterans Park Parking Lot

Exhibit D

Outreach Plan

Jan–Feb

- Develop and review course options with cities
- Begin communications with city departments to review and discuss course options
- Conditional city approvals to announce race
- Start conversations with key stakeholders and venues that will participate in the course

---

March–May

March

- Global Nike After Dark Tour Announcement:
  - Information released: Los Angeles 13.1
- Initiate special event application process and engagement with City Council, City Manager and city staff

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June–Aug

June – Registration Opens

- Determine areas where special vehicle access is needed and begin coordination for additional parking
- Create access plans, parking plans, etc. based on priority list
- Continue to communicate with and update city partners
- Continue course visits to finalize access plans for priority businesses, etc.
- Communicate special access to impacted buildings and distribute access passes and maps to managers, etc.
- All Hands Meeting with Public Agencies
- Partner with City's Chamber of Commerce and work to identify priority list to include:
  - Businesses
  - Hotels
  - Theaters
  - Churches
  - Residential properties along the route
- Determine access needs
- Begin "Save the Date" email and phone communication to Priority List. Include:
  - Event information
  - Street closure timeline/information
  - Course route
- Attend any applicable meetings with City agencies, Police Department, Fire Department, and Public Works Department

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Sep–Oct

30 Days Out

- Schedule and coordinate direct mailer to businesses and residents within street closure area. Include:
    - Event information
    - Street closure timeline
    - Contact information for event representatives
- "Reminder" email blast sent to Priority List
- Continue communication with Priority List

Race Week

- Final "reminder" email blast to Priority List
- Final "reminder" communication to all buildings with special access accommodations
- "No Parking" signs distributed along course where needed and suggested by DOT 72 hours prior
- Advance notification signs placed throughout entire route 5–7 days prior
- Final meeting with Traffic Control company and DOT to review final plans
- All Hands meeting with DOT, Police Department, Fire Department, and city partners

Exhibit E

Insurance Requirements

Without limiting Licensee's indemnification obligations under this License, Licensee 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 use of the Licensed Premises and performance of the work hereunder by Licensee, 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

Licensee 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 the work performed under this License.

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 shall be the responsibility of Licensee. Licensee shall disclose to the City, upon written request, the amount of any applicable deductible or self-insured retention for required coverages. Nothing in this Agreement requires an insurer to amend policy terms to reduce or eliminate any deductible or self-insured retention. If Licensee fails to pay any applicable deductible or self-insured retention, such failure will be treated as a breach only to the extent it results in a material gap in the required coverage.

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 Licensee to the extent caused, in whole or in part, by the acts or omissions of Licensee or those acting on Licensee's behalf.

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 Licensee to the extent caused, in whole or in part, by the acts or omissions of Licensee or those acting on Licensee's behalf.

For any claims related to this License, the Licensee'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 Licensee's insurance and shall not contribute with it.

Each insurance policy required by this clause will provide that notice of cancellation or material change will be delivered in accordance with the policy provisions. Should any required insurance be cancelled or changed, Licensee will replace such insurance with no gaps in coverage required and provide a replacement certificate of insurance evidencing the replacement insurance policies.

Each insurance policy shall provide (either by policy terms or endorsement) 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 to the extent provided under the applicable policy terms and conditions.

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 Licensee'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

Licensee shall furnish the City certificates of insurance evidencing the coverages required by this clause. Additional insured and primary and non-contributory status may be evidenced by standard ISO endorsements or equivalent policy language, to the extent commercially available. Standard ISO forms are acceptable and no amendment to standard ISO wording is required, provided the coverage intent in this clause is met. The required certificates shall be provided prior to commencement of use of the Licensed Premises and thereafter upon renewal of the required policies during the term. Upon the City's reasonable written request, Licensee will provide copies of relevant declarations pages and applicable endorsements evidencing the coverages required by this clause, subject to reasonable confidentiality protections.

Subcontractors

Licensee shall include all subcontractors performing work in the Licensed Premises or in connection with the work under this License as insured under its policies or shall furnish separate certificates of insurance for each subcontractor evidencing compliance. All coverages for such subcontractors shall be subject to all of the requirements stated herein to the extent applicable to the subcontractor's scope of work.

Risk Management

Licensee acknowledges that insurance underwriting standards and practices are subject to change, and any change to the insurance requirements in this clause must be set forth in a written amendment to this Agreement executed by both parties.

Administrative Report

H.11., **File #** 26-0761 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHEN SPRENGEL, CHIEF OF POLICE

TITLE

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3313-26 AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 3, CHAPTER 6, SECTION 3-6.03 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING METER HOURLY RATES. FOR INTRODUCTION AND FIRST READING.

EXECUTIVE SUMMARY

As part of the FY 2026-27 Adopted Budget, the City Council approved an increase to the parking meter hourly rates from $2.00/hour to $2.25/hour.

Hourly parking meter rates are codified in the Redondo Beach Municipal Code (RBMC). Approval of the proposed Ordinance allows for implementation of the adopted increase.

BACKGROUND

As part of the FY 2026-27 Budget, the City Council approved a $0.25 increase to the hourly parking meter rate, bringing the rate to $2.25/hour. This rate remains within the range of neighboring cities, as Hermosa Beach and Manhattan Beach vary from $2.50 to $3.50 per hour depending on location and proximity to the beach.

The City's parking meters are located in the Coastal Zone and must be consistent with Coastal Commission regulations, which limit parking rate increases to no more than 50% over a consecutive three-year period. The hourly rate in FY 2023-24 was $1.50, and has been raised by $0.25 each of the last two fiscal years. The proposed adjustment would bring the cumulative increase since FY 2023-24 to $0.75, and complies with the Coastal Commission's 50% three-year limit.

Parking meter rates are codified in Section 3-6.03 of the RBMC. The proposed Ordinance captures the proposed meter rate adjustment, and, if approved, would be brought back for second reading and Council adoption on July 21, 2026. The new rate would take effect 30 days later, on August 20, 2026.

COORDINATION

Preparation of the Ordinance was coordinated with the City Attorney's Office.

FISCAL IMPACT

Parking meters currently generate $3.7M in annual General Fund revenue ($3.4M from hourly

payments and $331,500 from parking meter permits). The new hourly meter rate is projected to provide $401,081 of additional ongoing General Fund revenue.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Ord - No. 3313-26 Amending Title 3, Chapter 6, Section 3-6.03 of the Redondo Beach Municipal Code
- Redondo Beach Municipal Code - Current RBMC Title 3, Chapter 6, Section 3-6.03

ORDINANCE NO. 3313-26

AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 3, CHAPTER 6, SECTION 3-6.03 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING METER HOURLY RATES

WHERAS, on June 16, 2026, the City Council of the City of Redondo Beach, California, adopted the Fiscal Year 2026-2027 operating budget; and

WHEREAS, the City Council recommended an increase to the hourly rate of parking meters of $0.25 cents per hour effective Fiscal Year 2026-2027.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 3 Public Safety, Chapter 6 Parking Meters, Section 3-6.03, of the Redondo Beach Municipal Code is hereby amended to read as follows:

"3-6.03 Installation of parking meters—Rates for parking.

Parking meters may be installed in all or any part of the parking meter zones established by this chapter. Each parking meter shall be of such type as to display a signal showing legal parking upon the deposit of payment at the following rates:

(a) Parking at the following locations shall be at the rate of Two and 25/100ths ($2.25) Dollars per hour effective August 20th, 2026:

(1) 300 block of South Catalina Avenue;

(2) 100 block of Pearl Street;

(3) 100 and 200 blocks of Avenue I;

(4) 200 block of Avenida del Norte;

(5) 1700 and 1800 blocks of South Elena Avenue;

(6) 200 block of Vista del Mar;

(7) 1700, 1800 and 1900 blocks of South Catalina Avenue;

(8) 100 block of Via Valencia;

(9) Lot 1, the lot bounded by the 1800 block of Camino De La Costa and the 1800 block of South Catalina Avenue and South City limits.

(b) Parking at the following locations shall be at the rate of Two and 25/100ths ($2.25) Dollars per hour effective August 20th, 2026:

(1) Riviera Lot, the lot bounded by South Elena Avenue, Avenida del Norte and Via el Prado.

(c) Parking at the following locations shall be at the rate of Two and 25/100ths ($2.25) Dollars per hour effective August 20th, 2026:

(1) 300 block of Esplanade;

(2) Herondo Street West of North Pacific Coast Highway;

(3) 500, 600, and 700 blocks of North Harbor Drive;

(4) 100, 200, and 300 blocks of North Catalina Avenue;

(5) 100, 200, and 300 blocks of South Catalina Avenue;

(6) Lot 4 on the Southwest corner of Torrance Boulevard and Catalina Avenue;

(7) 300 block of George Freeth Way;

(8) Lot 5 located north of Veterans Park, west of Catalina Avenue;

(9) The 800, 900, 1000, 1100, 1200, 1300, 1400, 1500, 1600, 1700, and 1800 blocks of Esplanade;

(10) Lot 13 west of Harbor Drive; and

(11) 300 block of North Francisca Avenue.

(d) The rates at The Pier and Plaza off-street parking structures are set by resolution of the City Council.

(e) Parking devices. The City may use any approved ticket device, ticket machines, gates, pay machines and the like to control parking in any public parking lot.

(f) Signs. Signs on each parking lot showing the rate changes shall be changed before any rate change shall become effective.

(g) Attendants. The City shall be permitted to use parking lot attendants as needed on any or all off-street parking lots. Each parking meter shall be so arranged that, upon the expiration of the parking time, the parking meter will indicate by the showing of a proper signal that the lawful parking period has expired. The parking meters shall be placed upon the curbs alongside of, and next to, the parking spaces. The parking spaces shall be of sufficient size to accommodate an automobile and shall indicate parallel or diagonal

parking by painted lines on the pavement. The parking meters for parking spaces adjacent to curbs which the City has or has caused to be painted green may limit parking to the maximum parking time allowed for such curbs."

SECTION 2. 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 3. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this ordinance 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 of the ordinance. The City Council hereby declares that it would have passed this ordinance 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.

SECTION 4. PUBLICATION AND EFFECTIVE DATE. This ordinance, or a summary of this ordinance, shall be published at least once in the City's official newspaper within 15 days from and after the date of adoption; or published in conformance with the alternative publication requirements pursuant to the Redondo Beach City Charter Section 9.15 by posting the ordinance in at least three public places in the City as designated by the Council and posted on the City's online website or publicly available City-controlled internet site in lieu of publication if the ordinance solely pertains to the municipal affairs of the city, and same shall go into effect and be in full force from and operation from thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 21st day of July, 2026

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
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 Ordinance No. 3313-26 was introduced at a regular meeting of the City Council of the City of Redondo Beach, California, held on the 7th day of July, 2026, and approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council on the 21st day of July, 2026, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said Ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

§ 3-6.03. Installation of parking meters - Rates for parking.

Parking meters may be installed in all or any part of the parking meter zones established by this chapter. Each parking meter shall be of such type as to display a signal showing legal parking upon the deposit of payment at the following rates:

(a) Parking at the following locations shall be at the rate of two dollars per hour effective July 1, 2025:

(1) 300 block of South Catalina Avenue;

(2) 100 block of Pearl Street;

(3) 100 and 200 blocks of Avenue I;

(4) 200 block of Avenida del Norte;

(5) 1700 and 1800 blocks of South Elena Avenue;

(6) 200 block of Vista del Mar;

(7) 1700, 1800 and 1900 blocks of South Catalina Avenue;

(8) 100 block of Via Valencia;

(9) Lot 1, the lot bounded by the 1800 block of Camino De La Costa and the 1800 block of South Catalina Avenue and South City limits.

(b) Parking at the following locations shall be at the rate of two dollars per hour effective July 1, 2025:

(1) Riviera Lot, the lot bounded by South Elena Avenue, Avenida del Norte and Via el Prado.

(c) Parking at the following locations shall be at the rate of two dollars per hour effective July 1, 2025:

(1) 300 block of Esplanade;

(2) Herondo Street West of North Pacific Coast Highway;

(3) 500, 600, and 700 blocks of North Harbor Drive;

(4) 100, 200, and 300 blocks of North Catalina Avenue;

(5) 100, 200, and 300 blocks of South Catalina Avenue;

(6) Lot 4 on the Southwest corner of Torrance Boulevard and Catalina Avenue;

(7) 300 block of George Freeth Way;

(8) Lot 5 located north of Veterans Park, west of Catalina Avenue;

(9) The 800, 900, 1000, 1100, 1200, 1300, 1400, 1500, 1600, 1700, and 1800

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blocks of Esplanade;

(10) Lot 13 west of Harbor Drive; and

(11) 300 block of North Francisca Avenue.

(d) The rates at The Pier and Plaza off-street parking structures are set by resolution of the City Council.

(e) Parking devices. The City may use any approved ticket device, ticket machines, gates, pay machines and the like to control parking in any public parking lot.

(f) Signs. Signs on each parking lot showing the rate changes shall be changed before any rate change shall become effective.

(g) Attendants. The City shall be permitted to use parking lot attendants as needed on any or all off-street parking lots. Each parking meter shall be so arranged that, upon the expiration of the parking time, the parking meter will indicate by the showing of a proper signal that the lawful parking period has expired. The parking meters shall be placed upon the curbs alongside of, and next to, the parking spaces. The parking spaces shall be of sufficient size to accommodate an automobile and shall indicate parallel or diagonal parking by painted lines on the pavement. The parking meters for parking spaces adjacent to curbs which the City has or has caused to be painted green may limit parking to the maximum parking time allowed for such curbs.

(§ 3, Ord. 1630 c.s., as amended by § 2, Ord. 1647 c.s., § 1, Ord. 1735 c.s., § 1, Ord. 1768 c.s., eff. July 11, 1962, § 1, Urgency Ord. 2501 c.s., eff. June 7, 1988, § 1, Ord. 2505 c.s., eff. July 21, 1988, § 1, Ord. 2654 c.s., eff. April 2, 1992, § 2, Ord. 2757 c.s., eff. January 18, 1996, § 1, Ord. 2898 c.s., eff. December 3, 2002, § 1, Ord. 2903 c.s., eff. June 24, 2003, § 1, Ord. 2935 c.s., eff. June 3, 2004, § 1, Ord. 3041 c.s., eff. September 18, 2009, § 1, Ord. 3049 c.s., eff. April 15, 2010, § 2, Ord. 3111 c.s., eff. October 3, 2013, § 1, Ord. 3158 c.s., eff. August 4, 2016, and § 2, Ord. 3228 c.s., eff. April 1, 2022, and Ord. 3273-24 c.s.c.s., eff. August 28, 2024; Ord. 3296-25 c.s., eff. September 18, 2025)

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Administrative Report

H.12., **File #** 26-0767 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHEN SPRENGEL, CHIEF OF POLICE

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. 2607-049, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE CIVIL PENALTIES FOR PARKING VIOLATIONS REGARDING VIOLATIONS OF PARKING RESTRICTIONS DURING VARIOUS HOURS FOR STREET SWEEPING TO INCREASE THE TOTAL PENALTY AMOUNT FROM $55 TO $79

EXECUTIVE SUMMARY

As part of the FY 2026-27 Adopted Budget, the City Council approved an increase to the civil penalty for street sweeping parking violations from $55 ($42 base penalty + $13 penalty assessment) to $79 ($66 base penalty + $13 penalty assessment).

California Vehicle Code section 40203.5(a) states that the schedule of parking penalties for parking violations shall be established by the governing body of the jurisdiction where the violation is issued. Pursuant to this statute, the City Council has the ability to set civil penalties for parking violations by resolution. Approval of the proposed Resolution implements the increase to the civil penalty for street sweeping parking violations.

BACKGROUND

The proposed action raises the base civil penalty from $42 to $66, plus a $13 assessment remitted to Los Angeles County pursuant to Government Code Sections 76000(b), 76100, and 70372(b), for a new total penalty of $79.

Regular street sweeping ensures litter, leaves, and other debris that collects on roadways are removed before they clog storm drains or are swept into local waterways. Ensuring adequate access for street sweepers is important to ensure they have an unobstructed and safe path to complete their duties.

The California Vehicle Code allows local jurisdictions to set the civil penalties for parking violations. The proposed Resolution implements the increase to street sweeping violations, as authorized by City Council.

COORDINATION

The City Attorney's Office approved the Resolution as to form.

FISCAL IMPACT

The Police Department Municipal Services Unit issues approximately 27,000 street sweeping violation citations annually, which generate $1.4M in General Fund revenue. The penalty increase is anticipated to add $648,000 a year in ongoing General Fund revenue.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Resolution No. 2607-049 Amending the Parking Violation Civil Penalties for Street Sweeping Citations

RESOLUTION NO. CC-2607-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE CIVIL PENALTIES FOR PARKING VIOLATIONS REGARDING VIOLATIONS OF PARKING RESTRICTIONS DURING VARIOUS HOURS FOR STREET SWEEPING WHICH SHALL INCREASE THE TOTAL PENALTY AMOUNT FROM $55 TO $79

WHEREAS, pursuant to California Vehicle Code Section 40203.5(a) the schedule of parking penalties for parking violations and late payment penalties shall be established by the governing body of the jurisdiction where the notice of violation is issued; and

WHEREAS, pursuant to California Vehicle Code Section 40203.5(a) the City of Redondo Beach ("City") has the authority to establish parking penalties for parking violations, including violations of parking restrictions during various hours for street sweeping in which citations are issued by the City for such violations; and

WHEREAS, the City's civil penalties for parking violations are set by resolution; and

WHEREAS, the current parking penalty for a violation of parking restrictions during various hours for street sweeping is $42 plus a civil penalty assessment of $13, pursuant to Government Code Sections 76000(b), 76100, and 70372(b), for a total parking penalty of $55; and

WHEREAS, the City Council desires to increase the parking penalty for a violation of parking restrictions during various hours for street sweeping to $66 plus a civil penalty assessment of $13, pursuant to Government Code Sections 76000(b), 76100, and 70372(b), for a total parking penalty of $79.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Redondo Beach City Council hereby amends the civil penalties for parking violations by establishing a parking penalty of $66, plus a civil penalty assessment of $13, for a total parking penalty of $79 for violations of parking restrictions during various hours for street sweeping.

SECTION 2. This amended parking penalty shall be effective July 7th, 2026.

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 7th day of July, 2026.

_____
James A. Light, Mayor

ATTEST:

APPROVED AS TO FORM:

_____
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-2607-049 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 7th day of July, 2026, 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:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

Administrative Report

H.13., **File #** 26-0778 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE INSTALLATION OF SPEED CUSHIONS ON THE 300 BLOCK OF AVENUE F BETWEEN PACIFIC COAST HIGHWAY AND PALOS VERDES BOULEVARD

EXECUTIVE SUMMARY

In response to a resident request, staff is bringing forward a Public Works, Safety, and Sustainability Commission (PWSSC) recommendation to install speed cushions along the 300 block of Avenue F between Pacific Coast Highway (PCH) and Palos Verdes Boulevard (PVB). All resident support and engineering criteria were met in accordance with the City Council's Speed Cushion Policy. Because this block met the City's policy thresholds, staff recommended three sets of speed cushions on the block and presented the findings to the PWSSC on June 22, 2026. No community opposition was received at the PWSSC meeting. Based on these factors, and the PWSSC's unanimous recommendation, staff is bringing the matter to City Council for consideration of approval.

BACKGROUND

Avenue F runs northwest-southeast, is classified as a local street, and has a 25-mph residential prima facie speed limit, similar to other streets in the area. It is approximately 40 feet wide with one travel lane in each direction, and parking is allowed on both sides of the street. The 300 block is approximately 1,200 feet long and is controlled by a traffic signal at PCH to the northwest and an all-way stop at PVB to the southeast. The Administrative Report and associated diagrams from the June 22, 2026 PWSSC meeting are attached and provide further detail of the environmental setting of the subject block.

The request was initiated by a resident who was then provided with the City's policy package to advance a request. The policy package includes petition forms, criteria to be met, and process information. The process, once the petition requirements and technical criteria are satisfied, requires a discussion and recommendation of the PWSSC. The PWSSC Administrative Report provides full detail on the process, criteria, and analyses for this speed cushion request.

It is staff's role, when public support is secured, to identify the proposed locations of the speed cushions. Staff recommends installing speed cushions at the following locations:

- 310 & 313-315 Ave F
- 327-329 & 322-324 Ave F
- 332 & 337 Ave F

Because the subject block met all City policy criteria, staff recommends the City Council to approve speed cushions on the 300 block of Avenue F.

COORDINATION

This item was coordinated within the Public Works Department.

FISCAL IMPACT

The cost to purchase and install the proposed speed cushions, and associated signage and striping, for this block is estimated to be $20,000, which includes Public Works Operations Division staff labor. Funding is available in the City's Traffic Calming and Safety Project, Job No. 40470, Account to cover the cost.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Attachment A: PWSSC Administrative Report and Attachments - June 22, 2026

Administrative Report

Date: June 22, 2026

To: **Public Works, Safety, and Sustainability Commission**

From: **Public Works Department**

Subject: **DISCUSSION AND POSSIBLE ACTION REGARDING THE INSTALLATION OF SPEED CUSHIONS ALONG THE 300 BLOCK OF AVENUE F**

SUMMARY:

In response to resident requests, staff is recommending to install speed cushions along the 300 block of Avenue F between Pacific Coast Highway (PCH) and Palos Verdes Boulevard (PVB). In accordance with the City Council's policy for speed cushion requests, staff provided materials to the petitioners on the block to solicit feedback and approval. Residents provided 33 approval signatures out of the 39 addresses (~85%) on this block of Avenue F, which exceeds the two-thirds threshold required for further evaluation. Public Works Department engineers performed site visits and speed surveys as part of an engineering study in accordance with the City Council's policy. Based on these factors, staff recommends the installation of speed cushions (3 sets) along the 300 block of Avenue F and is seeking input from the public and the Public Works, Safety, and Sustainability Commission (PWSSC) before bringing the matter to City Council for final consideration.

BACKGROUND:

The 300 block of Avenue F runs northwest-southeast, where northwest is towards PCH and southeast is towards PVB. It is classified as a local street and has a 25-mph residential prima facie speed limit. It is approximately 40 feet wide with one travel lane in each direction that is separated by a dashed yellow centerline. Slopes on the street vary, with grades exceeding 8% near PCH. Parking is allowed on both sides of the street. The subject block is approximately 1,200 feet (1/4-mile) long and is controlled by a signal at PCH and an all-way stop at PVB. **Attachment 1** shows the subject block, existing intersection controls, and the addresses included in the petition survey. Speed cushions within the neighborhood exist just to the northeast on Avenue E and S Gertruda Avenue, streets of similar width and functional character. Fronting development along the block is primarily single-family residential. Sidewalks and curbs are present along the subject block.

The process to approve and install speed cushions is based on City Council policy (rev. March 3, 2021). Resident petitioners are required to seek approval of at least two-thirds of residents on the affected block by reading and signing the City's standard signature form for these types of requests. Only one vote per dwelling unit is allowed and signatures are spot-verified for residency against City records. Under the City's policy and procedures,

signatures received outside of the surveyed street segment are not considered as part of the official approval process. Only after the two-thirds threshold of support is reached does the City proceed with further technical study.

DISCUSSION:

Staff received a request for speed cushions along this block in March 2026. The request is due to residents' concerns with vehicular speeds and traffic safety along this block, approximately 1,200 feet, that does not have other speed control devices.

Staff provided the City's official materials in accordance with City policy and resident petitioner(s) proceeded with soliciting neighbor feedback and approval. About 39-40 residences are located within the 300 block of Avenue F, and 26-27 signatures were required to advance the request. As of April 2026, the City received 33 approval signatures, and the City spot-checked signatures for address verification. Therefore, City staff deemed this step of the process complete.

The City has a list of technically-based installation criteria for speed cushions, which includes street classification, grades, horizontal alignment, speed limit, surveyed 85th percentile speed, and traffic volumes, shown in **Attachment 2**. Staff determined that the 300 block of Avenue F would qualify for speed cushions from a technical perspective. Most of the street's slope does not exceed 8% per City policy. Speed and volume surveys were performed by a third-party count vendor for one week (24 hours, 7 days) along the block in April/May 2026. Due to the length of the block, data was collected in two locations, approximately at 309-311 and 331-333 Avenue F. The data showed an average daily traffic volume (ADT) of approximately 1178 and 1209 vehicles per day along the subject block and an average two-way 85th percentile speed of 29 mph at #309-311 and 32 mph at #331-333. Therefore, the ADT is within the City's policy threshold maximum and the speeds meet the City's policy threshold minimum. **Attachment 3** shows a speed and volume summary table that summarizes data provided by the count vendor. The raw data can be made available if desired.

Based on the performed engineering technical studies and resident approvals in accordance with the City's policy, staff recommends proceeding with the installation of speed cushions along the 300 block of Avenue F.

After site visits by the City's engineers, three sets of speed cushions are proposed in front of the following addresses:

- 310 & 313-315 Ave F
- 327-329 & 322-324 Ave F
- 332 & 337 Ave F

These specific locations were determined to provide the most effective speed control along the subject block and are located outside of resident driveway curb cuts. The locations are also outside of segments of the roadway that exceed 8% in slope and also provide adequate visibility of speed cushions. The proposed locations section the 1,200-foot block into four segments of about 250-350 feet between speed cushions, signals, and stop signs. These

segment lengths are within engineering industry recommendations and are similar to other installations around the City. Most residents living on Avenue F will need to traverse at least one or two sets of speed cushions when driving to and from their residence.

Speed cushions and associated signage and striping would be installed in accordance with the California Manual on Uniform Traffic Control Devices (CAMUTCD) and other relevant industry guidelines. Street parking removal would not be required upon installation of speed cushions along this block. **Attachment 4** shows the proposed locations of the speed cushions.

COORDINATION:

Coordination of this report and associated analyses took place within the Public Works Department. Noticing of this meeting was provided to the residents and property owners of the subject block. Traffic data was collected by a third-party vendor.

Prepared by:
Ryan Liu, Principal Transportation Engineer

Submitted by:
Andrew Winje, Public Works Director

ATTACHMENTS:

1. Study Area Map
2. City Speed Cushion Policy and Criteria
3. Speed and Volume Data Summary
4. Proposed Speed Cushion Locations

Attachment 1 - Study Area Map



REDONDO BEACH

Public Works | Engineering
415 Diamond Street, Door 2
Redondo Beach, CA 90277

Tel: 310.318.0661
redondo.org

TRAFFIC CALMING - SPEED CUSHION INSTALLATION APPLICATION PROCESS

1. Petition

Residents may begin the petition process for installation of speed cushions by requesting a "Traffic Calming – Speed Cushion Petition" form from the Traffic Engineer. A petition form will be supplied if the proposed speed cushion location is not on one of the predetermined "Exemption Routes" or is otherwise not technically allowable on the block in question. Due to limited funding, the City will only commit resources towards investigating and processing the speed cushion installation request upon receiving the completed petition, which must satisfy the following criteria:

1. At least two-thirds of the residents within the block affected have signed the petition in favor of installing a speed cushion on the street in question.

2. Each signature must be identified by a corresponding typed or printed name, address, and telephone number.

3. Only one vote is permitted per dwelling unit for purposes of tallying the two-thirds majority.

4. The two-thirds majority vote must also constitute no less than 50% of the developed frontage or side-yard of the block submitted for the proposed speed cushion.

5. If the petition includes the address of a large scale complex (such as an apartment or school), the residents must obtain the signature of the principal of the affected school or the owner of the complex for that property to be included as a valid vote.

2. Installation Criteria

The following criteria shall be considered in evaluating a location for the possible installation of speed cushions. Should the criteria not be met, subsequent requests will not be considered for a minimum of one year.

1. *Engineering Study/Speed Survey*
   Speed cushions shall only be installed to address documented safety or traffic concerns supported by traffic engineering studies, and after consideration of alternative traffic control measures. Potential impacts such as traffic diversion, noise and general roadway discomfort of traversing a vertical deflection type device should be taken into consideration.

2. *Street Type*
   Speed cushions shall only be installed on local neighborhood residential streets. Some residential streets have been identified by the Fire Department as critical access routes, and therefore will

not have speed cushions installed. The emergency access routes and the non-residential streets are identified as being exempt from speed cushion installation, and are shown on Figure 1.

3. *Number of Lanes*
   Speed cushions shall only be used on streets with no more than one travel lane in each direction.

4. *Street Grades*
   Speed humps shall only be used on streets with grades of 8% or less (per the recommendation of the Institute of Transportation Engineer's Study on speed humps – grades steeper than 8% increase the braking distance thereby resulting in unsafe faster travel over the speed hump).

5. *Street Alignment*
   Speed cushions shall only be placed on horizontal curves with a centerline radius that is equal to or greater than 300 feet, or on vertical curves with more than the minimum stopping sight distance.

6. *Speed limit*
   Speed cushions shall only be installed on streets where the posted or prima facie speed limit is 25 mph or less.

7. *Speed Survey*
   Speed cushions shall only be installed at locations where a 24-hour speed survey indicates that the 85th percentile speed exceeds the posted speed limit by 7 mph or more (85th percentile speed 32mph+).

8. *Traffic Volumes*
   Speed Cushions should only be considered for installation on residential streets with an average daily traffic volume between less than 3000 vehicles per day.

9. *Not on Exemption Routes*
   Speed Cushions shall only be installed on streets without fixed transit routes or not designated as Emergency (Fire) Access Routes.

3. Approval Process

1. When the Engineer determines the street segment requested for speed cushion installation qualifies for speed cushions, he will refer the recommendation of the street segment for speed cushion installation to the Public Works Commission.

2. The Public Works Commission will then conduct a public meeting for said speed cushion installation. Notice of such public meeting shall be mailed to the property owners and to the occupants of each parcel on and adjacent to the street segment recommended for speed cushion installation.

3. The Public Works Commission will submit a recommendation (whether it be an approval or denial of the requested speed cushion) to the City Council. Opposition to the decision should be appealed to the City Council prior to the City Council's decision. The appeal may be a petition or written letter (or digital correspondence) delivered to the City Clerk's office or the Traffic Engineer.

4. The City Council will adopt a resolution for implementation upon approving the installation of a speed cushion.

5. The proposed speed cushion will begin the design and implementation phase once City Council has appropriated sufficient funding to cover costs. If funding is not immediately available, the approved speed cushion segment would be placed on a priority list waiting for the next available funding source.

4. Removal Process

1. The Traffic Engineer will supply a petition, upon request from a resident, to remove a speed cushion. The petition shall satisfy the same criteria within Part 1, #1 – 5 of this document.

2. When the Traffic Engineer determines the petition requesting removal of a speed cushion qualifies, he will refer the petition for removal of the speed cushion to the Public Works Commission. The Traffic Engineer's staff report shall include recent speed and traffic volume data, collected within the previous 9 months, about the neighborhood. The speed and traffic volume data will exclude school summer vacation months.

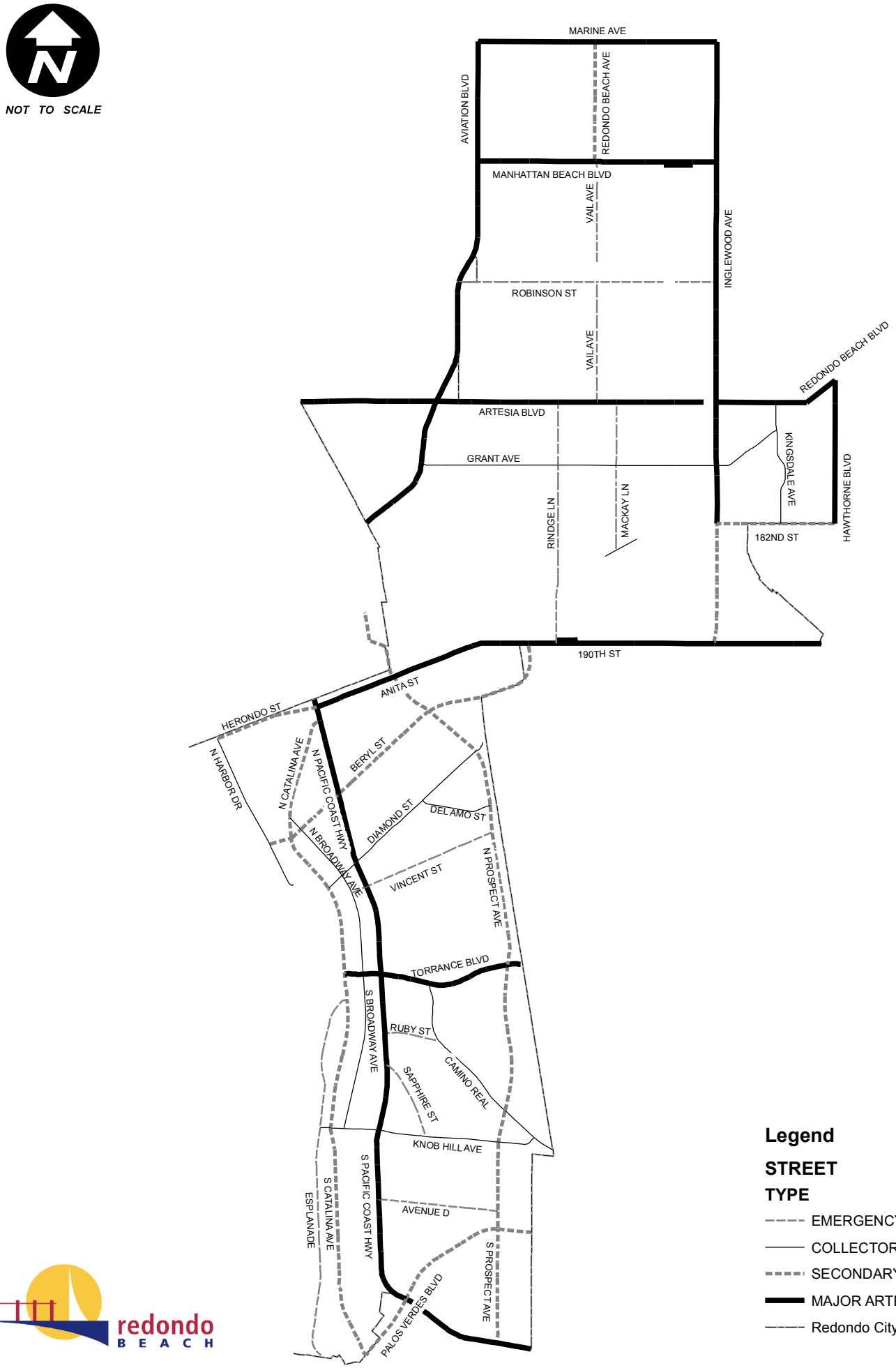
3. The Public Works Commission will then conduct a public meeting for said speed cushion removal. Notice of such public meeting shall be mailed to the property owners and to the occupants of each parcel on and adjacent to the street segment recommended for the speed cushion removal.

4. The Public Works Commission will submit a recommendation (whether it be an approval or denial of the removal of speed cushion) to the City Council. Opposition to the decision should be appealed to the City Council prior to the City Council's decision. The appeal may be a petition or written letter (email) delivered to the City Clerk's office and the Traffic Engineer.

5. The City Council will adopt a resolution upon approving the removal of a speed cushion.

Any inquiries can be directed to:

City Traffic Engineer
415 Diamond Street, Door 2
Redondo Beach, CA. 90277
(310) 318-0661


NOT TO SCALE
MARINE AVE
AVIATION BLVD
REDONDO BEACH AVE
MANHATTAN BEACH BLVD
VAIL AVE
INGLEWOOD AVE
ROBINSON ST
VAIL AVE
REDONDO BEACH BLVD
ARTESIA BLVD
GRANT AVE
KINGSDALE AVE
HAWTHORNE BLVD
RINDGE LN
MACKAY LN
182ND ST
190TH ST
ANITA ST
HERONDO ST
N HARBOR DR
N CATALINA AVE
N PACIFIC COAST HWY
BERYL ST
DIAMOND ST
DEL AMO ST
N BROADWAY AVE
VINCENT ST
N PROSPECT AVE
TORRANCE BLVD
S BROADWAY AVE
RUBY ST
SAPPHIRE ST
CAMINO REAL
KNOB HILL AVE
S PACIFIC COAST HWY
S CATALINA AVE
ESPLANADE
AVENUE D
S PROSPECT AVE
PALOS VERDES BLVD
Legend
STREET
TYPE
EMERGENCY FIRE ACCESS ROUTE
COLLECTOR STREET
SECONDARY ARTERIAL
MAJOR ARTERIAL
Redondo City Limit
7/26/2005
redondo
BEACH

Avenue F (309-311)
Speed and Volume Summary

DATE	NORTHWEST VOLUME (VEH/DAY)	SOUTHEAST VOLUME	TOTAL DAILY VOLUME	NORTHWEST 85TH % SPEED (MPH)	SOUTHEAST 85TH % SPEED	TOTAL 85TH % SPEED
Wednesday, 29 April 2026	595	510	1105	32	29	30
Thursday, 30 April 2026	617	601	1218	31	28	29
Friday, 1 May 2026	747	655	1402	31	27	29
Saturday, 2 May 2026	607	582	1189	30	27	29
Sunday, 3 May 2026	504	506	1010	30	27	29
Monday, 4 May 2026	498	525	1023	30	28	30
Tuesday, 5 May 2026	651	646	1297	31	27	30
7-DAY AVERAGE DAILY VOLUME			1178			
VOLUME CAP FOR SPEED CUSHIONS			3000			
AVERAGE 85TH % SPEED				31	28	29
REQUIRED SPEED FOR SPEED CUSHIONS						32

[a] Northwest is towards PCH, southeast is towards PV Blvd.

Avenue F (331-333)
Speed and Volume Summary

DATE	NORTHWEST VOLUME (VEH/DAY)	SOUTHEAST VOLUME	TOTAL DAILY VOLUME	NORTHWEST 85TH % SPEED (MPH)	SOUTHEAST 85TH % SPEED	TOTAL 85TH % SPEED
Wednesday, 29 April 2026	601	538	1139	33	34	33
Thursday, 30 April 2026	638	642	1280	33	32	32
Friday, 1 May 2026	743	677	1420	32	32	32
Saturday, 2 May 2026	602	589	1191	32	32	32
Sunday, 3 May 2026	511	519	1030	32	31	32
Monday, 4 May 2026	530	560	1090	31	32	32
Tuesday, 5 May 2026	653	663	1316	33	33	33
7-DAY AVERAGE			1209			
AVERAGE 85TH % SPEED				32	32	32
REQUIRED SPEED FOR SPEED CUSHIONS						32

[a] Northwest is towards PCH, southeast is towards PV Blvd.


>8%
350'
AVENUE F
>8%
350'
AVENUE E
240'
260'
S PACIFIC COAST HWY
RIVIERA VILLAGE WAY
AVENUE H
AVENUE G
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Administrative Report

H.14., **File #** 26-0782 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

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

TITLE

APPROVE THE FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS TO ACCEPT ALLOCATED COUNTY LOCAL SOLUTIONS FUNDS AND LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY FUNDS FOR SINGLE-ROOM OCCUPANCY (SRO) AND MOTEL BEDS IN THE AMOUNT NOT TO EXCEED $260,000

ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2607-046, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2026-2027 BUDGET MODIFICATION TO APPROPRIATE $260,000 FROM THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS COUNTY ALLOCATED LOCAL SOLUTIONS GRANT FUNDS TO THE INTERGOVERNMENTAL GRANT FUND FOR SINGLE-ROOM OCCUPANCY (SRO) AND MOTEL BEDS

EXECUTIVE SUMMARY

Given the continued success of the motel stays and SROs, the South Bay Cities Council of Governments (SBCCOG) has awarded Redondo Beach an additional $260,000 for continued operations of these programs. On June 16, 2026, the Mayor and City Council approved leases and addendums for eighteen (18) single room occupancy (SRO) units from Swami International. Staff recommends that the City Council approve the first amendment to the Memorandum of Understanding (MOU) and resolution to appropriate these funds to the Fiscal Year's budget.

BACKGROUND

On November 5, 2024, Los Angeles voters approved Measure A, which is a half-cent of sales tax to address homelessness with housing and services. On March 25, 2025, the Board of Supervisors adopted the Local Solutions Fund (LSF) funding formula as part of the Measure A requirements, which is based 90% on a region's Point-In-Time Homeless Count over a two-year average and 10% on a region's low-income population percentage. Based on this formula, the SBCCOG is projected to receive $3,048,204 in the first year (FY25/26). For FY26/27, the 2026-2027 fiscal year, SBCCOG has been allocated $3,173,701 in Measure A LSF funding.

In addition to LSF funding, the SBCCOG, as an eligible jurisdiction per SB 679, will receive from the Los Angeles County Affordable Housing solutions Agency (LACAHSA), anticipated at approximately

$11 million annually to support (1) housing production, preservation, and ownership; (2) renter protection and homeless prevention; and (3) technical assistance.

SBCCOG is now awarding the City with new funding in the amount of $260,000 for up to 18 SRO beds and motel stays. This program addresses the immediate and transitional housing needs for individuals experiencing homelessness, particularly those who are unsheltered, at high risk, or unable to access traditional shelter settings.

The program is specifically designed to provide bridge housing and emergency shelter alternatives, ensuring individuals can quickly move indoors while being connected to supportive services that promote stabilization and long-term housing outcomes. Currently, all SRO rooms are occupied and the City has a 42% exit rate to permanent housing. For comparison, the exit rate from interim shelter to permanent housing in all of SPA 8 and the County is 17%.

SBCCOG terminated the Homeless Court budget for FY26/27. This funding covered services provided by CLEAR Behavioral Health. The City will fund these services with opioid settlement funds.

COORDINATION

The City Attorney's Office coordinated with the SBCCOG to execute the first amendment to the MOU and the Finance Department for the budget resolution.

FISCAL IMPACT

Approval of this first amendment to the MOU and resolution will appropriate $260,000 of funding to be used for motel stays and SROs.

Submitted by:

Joy A. Ford, City Attorney

ATTACHMENTS

- First Amendment to the MOU
- Resolution No. CC-2607-046 - Budget Modification - SBCCOG LSF Allocation

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment to the Memorandum of Understanding (MOU) is made as of July 1, 2026 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and the City of Redondo Beach ("City"), a chartered municipal corporation, (collectively, the "Parties").

RECITALS

A. The Parties entered into the MOU as of August 13, 2025, under which SBCCOG engaged the City to implement two programs to reduce street homelessness and stabilize housing insecurity within the City: the Beach Cities Homeless Court behavioral health services program ("EXHIBIT 3: BEACH CITIES HOMELESS COURT" or "EXHIBIT 3") and the Redondo Beach SRO/Motel Beds interim housing program ("EXHIBIT 4: REDONDO BEACH SRO/MOTEL BEDS" or "EXHIBIT 4").

B. The MOU included a program-specific exhibit for each program, detailing the budget, scope of work, invoicing and reporting requirements, and additional data needs: Specifically, EXHIBIT 3: BEACH CITIES HOMELESS COURT and EXHIBIT 4: REDONDO BEACH SRO/MOTEL BEDS.

C. The Parties now desire to remove EXHIBIT 3: BEACH CITIES HOMELESS COURT, effective July 1, 2026, thereby terminating SBCCOG's funding obligation with respect to that program, and to increase the funding allocated to EXHIBIT 4: REDONDO BEACH SRO/MOTEL BEDS.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree to amend the MOU as follows:

1) EXHIBIT 3: BEACH CITIES HOMELESS COURT: Effective July 1, 2026, EXHIBIT 3: BEACH CITIES HOMELESS COURT is deleted in its entirety.
2) EXHIBIT 4: REDONDO BEACH SRO/MOTEL BEDS: Effective July 1, 2026, the total annual program budget set forth in EXHIBIT 4: REDONDO BEACH SRO/MOTEL BEDS shall be increased from $240,000 to $260,000, as set forth in the amended budget table attached hereto as EXHIBIT 4-1 and incorporated herein by this reference, which replaces the budget table in Section I (Budget) of EXHIBIT 4. All other provisions of EXHIBIT 4 remain unchanged.

Except as modified above, all other provisions of the MOU remain in full force and effect.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective July 1, 2026.

"SBCCOG"
South Bay Cities Council of Governments

By: _____
Bill Uphoff, SBCCOG Chair

Date: _____

"City"
City of Redondo Beach

By: _____
James A. Light, Mayor

Date: _____

ATTEST:

By: _____
Eleanor Manzano, City Clerk

APPROVED:

By: _____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

By: _____
Joy A. Ford, City Attorney

EXHIBIT 4-1: REDONDO BEACH SRO/MOTEL BEDS

I. BUDGET

The total annual program budget is $260,000 for up to 18 SRO beds and motel budget (effective July 1, 2026).

For SRO beds, City will need to provide the lease and lease payment receipt or invoice from landlord as back up. For Motel beds and other expenses, a receipt will be necessary. The room rent amounts serve as a guidance. Any deviation from this guidance of more than 25% must be approved by SBCCOG Board of Directors.

Proposal	**12 Months**
SRO Rent ($1,037 for each SRO per month)	$223,992
Renter's insurance and admin fee ($13.50 for each SRO per month)	$2,916
Mattress, box spring, mattress frame, microwave, and mini refrigerator	$7,000
Motel stay, 2 Rooms. Daily Rate: $100 Weekly Rate: $600 Monthly Rate: $1800	$26,092
Total	$260,000

RESOLUTION NO. CC-2607-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2026-2027 BUDGET MODIFICATION TO APPROPRIATE $260,000 FROM THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS TO THE INTERGOVERNMENTAL GRANTS FUND FOR MOTEL STAYS AND SINGLE ROOM OCCUPANCY (SRO) BEDS

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; and

WHEREAS, the City of Redondo Beach's adopted budget needs to be modified to appropriate monies to fund necessary expenditures; and

WHEREAS, as a regional administrator, the South Bay Cities Council of Governments (SBCCOG) receives homelessness funding, including revenues from Measure A, the Los Angeles County half-cent sales tax approved by voters on November 5, 2024, which repealed and replaced Measure H to provide continuous funding for housing and services to address homelessness; and

WHEREAS, on March 25, 2025, the County of Los Angeles Board of Supervisors adopted the Local Solutions funding (LSF) formula as part of the Measure A requirements, allocating funds based on ninety percent (90%) of a region's two-year average Point-in-Time Homeless Count, and ten percent (10%) of a region's low-income population percentage; and

WHEREAS, under these formulas, the SBCCOG is projected to receive $3,048,204 in the first program year (FY25/26); and

WHEREAS, the SBCCOG is projected to receive $3,173,701 in Measure A LSF funding for FY26/27; and

WHEREAS, in addition to LSF funding, the SBCCOG, as an eligible jurisdiction per SB 679, will receive from the Los Angeles County Affordable Housing solutions Agency (LACAHSA), anticipated at approximately $11 million annually to support (1) housing production, preservation, and ownership; (2) renter protection and homeless prevention; and (3) technical assistance; and

WHEREAS, from these funding sources, the SBCCOG is granting the City $260,000 for Single Room Occupancy units and Motel beds; and

WHEREAS, the City Council has previously approved the receipt and appropriation of past funding for similar programs.

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 of Fiscal Year 2026-2027 and the amounts required to meet conditions which have arisen during the budget year require a modification in the budget appropriation; and, upon recommendation of the City Manager, the budget appropriation as adopted for Fiscal Year 2026-2027 is modified as follows:

Two hundred and sixty thousand ($260,000) in LSF and LACAHSA funds from the SBCCOG shall be appropriated to the Intergovernmental Grants Fund for Single Room Occupancy units and Motel Beds.

SECTION 2. That pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed and instructed to correct the budget records of said City for Fiscal Year 2026-2027 in accordance with the above modification.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council.

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 7th day of July, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
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-2607-046 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 7th day of July, 2026, 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:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

Administrative Report

H.15., **File #** 26-0783 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

APPROVE THE BUSINESS LICENSE TAX WAIVER APPLICATION SUBMITTED BY THE RIVIERA VILLAGE ASSOCIATION REQUESTING AN EXEMPTION FROM COMPLIANCE WITH THE BUSINESS LICENSE TAX RATES ESTABLISHED IN REDONDO BEACH MUNICIPAL CODE SECTION 6-1.22, AS PER SECTION 6-1.08 OF THE REDONDO BEACH MUNICIPAL CODE, FOR THE RIVIERA VILLAGE SUMMER FESTIVAL EVENT OCCURRING JUNE 26-28, 2026

EXECUTIVE SUMMARY

Mike Ward/VR Promotions and Events, on behalf of the Riviera Village Association, submitted a request to waive the business license tax for the annual Riviera Village Summer Festival event, which took place on June 26-28, 2026. The City Council approved a similar waiver for the 2024 and 2025 Festivals.

BACKGROUND

All entities conducting business within the City of Redondo Beach are required to comply with Section 6-1 of the Redondo Beach Municipal Code (RBMC), which establishes the process and fees associated with obtaining a Business License in the City of Redondo Beach. Section 6-1.08(c) of the RBMC includes a means for entities to appeal to the City Council for a waiver exempting parties from payment of the appropriate tax associated with the business type. In the case of the Riviera Village Summer Festival, participating vendors would be subject to a projected tax of $103 for those located within the City, and $133 for vendors located outside the City.

Section 6-1.08(c) states, “Upon a written application to the Council, a person or organization may request an exemption from the business license requirements imposed by this chapter, and the Council may waive the provisions of this chapter if the Council finds and determines that the community benefit will be promoted by granting such an exemption.”

Although the applicant submitted the waiver application before the event (on June 10), due to the limited time available to review the application, gather required documentation, and prepare it for the June 16, 2026 City Council meeting agenda, the application is being presented after the event. To note, the applicant is still responsible for payment of all applicable City fees. The invoice is currently being finalized.

The waiver application requests exemption for both the event organizer and 186 participating vendors, which includes 144 individual craft vendors and 10 food vendors. Irrespective of the waiver,

vendors must comply with all other laws, ordinances, and regulations, including the County Health Code for all food vendors. According to the application, the event generates revenue to help fund other Riviera Village Association events, including the annual Halloween and Holiday Stroll events, which thousands of Redondo Beach residents enjoy annually.

The Riviera Village Summer Festival and the annual Halloween and Holiday Strolls are designated City Signature Events. In the FY 2025-26 Adopted Budget, these events received a total subsidy amount of $15,000 ($10,000 for the Summer Festival and $2,500 for each of the Strolls). It should be noted that the City Council approved a similar business license waiver for the Summer Festival in July 2024 and June 2025.

Should the City Council not approve the waiver, staff would proceed with collecting business license tax payments from the event organizer and participating vendors.

COORDINATION

The Financial Services Department prepared this item.

FISCAL IMPACT

The fiscal impact depends on the total number of vendors participating in the special event who do not possess a business license. In this instance, it is estimated that approximately 100 of the participating event vendors do not currently possess a City of Redondo Beach Business License. The cost per vendor ranges from $103 to $133 per waived entity. The estimated value of the 2026 waiver is approximately $15,000, which is less than the amounts provided in 2024 and 2025.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Application - Waiver of Business License Tax - Mike Ward/VR Promotions and Events Riviera Village Summer Festival 2026, June 26-28, 2026

REDONDO BEACH

Financial Services	415 Diamond Street, P.O Box 270 Redondo Beach, California 90277-0270 www.redondo.org	Phone: 310-318-0683 Fax: 310-697-3091

APPLICATION OR WAIVER OF BUSINESS LICENSE TAX

Pursuant to Section 6-1.08(c) of the Redondo Beach Municipal Code

Instructions

- **Complete and return this application** to blmail@redondo.org
- **Please submit** waiver request **four weeks prior to event date** to provide for sufficient time to place on the City Council Agenda for consideration.
- Please contact blmail@redondo.org or at the phone number listed in the form heading with questions.

Section 1: Applicant Information

Name of Event: Riviera Village Summer Festival

Organization or Individual Business Name: VR Promotions and Events/RVA--Mike Ward

Telephone Number: 310-993-6453

Organization or Individual Business Address: 2632 Via Pacheco, Palos Verdes Estates, CA 90274

Mailing Address Same as above

(If Different from Organization or Individual Business Address)

Applicant's Name Mike Ward

Applicant's Address: 2632 Via Pacheco

Applicant's Relationship to Organization or Individual Business: CEO--RVA 50% Partnership.

Email Address: mike@vrpomotionsandevents.com

Describe Business or Activity for which wavier is requested: Riviera Village Summer Festival.

Date(s) of the Event: June 26th, 27th and 28th--2026

Event Hours: June 26th--Noon to 9 pm--June 27th 10 am to 8 pm--June 28th 10 am to 9 pm.

Location Address of the Event: Riviera Village--Catalina and Ave I.

Organization or Individual Business website: www.rvsummerfestival.com

Please list below all the vendors that will participating in the event:

Crafting Vendors:

See Attached List.

Food Booth Vendors (non food truck):

(Please note these vendors will be still be required to provide their Health Permit and Food Handler Certificates prior to event)

Creamy Boys Ice Cream
Davilla's Cuisine
Grillz Tri Tip
Kakes and Bawls
Mediterranean Delite
Muscle Beach
Namaste Bites
The Empanada Factory

Food Trucks:

(Please note these vendors will be still be required to provide their Health Permit and Food Handler Certificates prior to event)

Cousin's Main Lobster
Wetzel's Pretzels

Section 2: Waiver Request Statement

I request a waiver from the business license requirements as specified in Redondo Beach Municipal Code 6-1.08(c).

Section 3: Community Benefit Overview

Describe how your business or organization benefits the community, including charitable activities, community service programs, educational initiatives, and job fairs.
Attach additional documentation as needed.

The proceeds from this event help to pay for the annual Halloween Trick or Treat and the Holiday Stroll. These events are enjoy by thousands of Redondo Beach residents annually.

Section 4: Compliance with all Laws

I shall comply with all applicable federal, stale, and local laws, ordinances, and regulations related to this application.

Section 5: Supporting Documentation

Include any relevant supporting documents, such as evidence of business ownership or position, proof of community recognition, letters of support, or documentation of community benefits. If a food vendor please provide a copy of the Public Health Permit or License, evidencing certification that the vendor is in compliance with the Los Angeles County Department of Public Health requirements.

Section 6: Duration of the Business License Waiver

Any business license wavier approved by City Council pursuant to this application shall only be for a short term, extending from 6/26/26 to 6/28/26.

Section 7: Signature and Acknowledgment

I declare under penalty of perjury that I am authorized to make this statement and that the information provided is complete and accurate to the best of my knowledge. I understand the City Council will make the final decision on this waiver request.

Signature: 

Print Name: Michael Ward

Title: CEO

Date: 6-10-26

Summer Fest 2026-Final Vendor List

#	Vendor Name
1	ABT-Authentic By Tracey
2	Art By Claudia
3	Bling It Hat Dsigns and Vintage Flannels
4	Blonde Peacock
5	Brkwtr Originals
6	Burnout Stoke
7	Cal's Collections
8	CB Designs
9	CBD Comfort Zone
10	Charmed Jewelery
11	Chip Cookies
12	CLK CREATIVE LOVING KINDNESS
13	Cutco
14	Deb W365
15	Dem Nutz
16	Esplanade Brand
17	Farm Fesh To You
18	FIR Jewelry
19	Fontaine Fashion Magali Collection
20	Fullbright Dental
21	Global Girls
22	Gogh Jewelry Design
23	Gourmet Blends
24	Handmade in CA
25	HeHe Hat Co.
26	I Plus 2 Studio
27	IRIZ
28	Janette Vong's Zen Essential Services
29	Wyndam Resorts
30	Kevin Avery Photography
31	Lisa Ann Sparks
32	Luv Hats
33	Make A Statement
34	MelRod Style
35	Mom In Da Garage
36	Mon Oui
37	Moon and Sun Mexican Silver
38	Moulton's
39	New London Enterprises
40	NOHO Candles
41	Nspire Boutique
42	Oriental Leather Art
43	Paradise Pool and Spa
44	PJ Creations
45	Pocket Square Clothing
46	Purposely Repurposed Jewelry
47	PV Tennis Club
48	Realm

#	Vendor Name
49	Sea You Again
50	Shari Carroll Pediatric Dentistry
51	Stella Stones and Jewelry
52	Stephanies Studio
53	Story Spark
54	Sunday Arvo Surf Club
55	Surrounding Elements
56	The Cashmere Guy
57	The Poster List
58	The Silvermine
59	The Treasured Accessory
60	Amor Fati Jewelry
61	Under The Sea Custom Creations
62	Worn But Not Forgotten
63	X-Over
64	Untitled Body Art
65	JM Film Resins
66	Beach Cities Orthodontics
67	South Bay Literacy Council
68	Public Amenities Commission
69	Wow Wow Socks
70	Dresses In The Dark
71	Lijuan Wang
72	Arricci
73	Larry Issa Designs
74	Beach Candy Gems
75	Natural Stone Art
76	Borrance
77	Ingrid V Clothing and Accessories
78	Mai Boho Life
79	Century 21
80	INFILTRATOR
81	Atelier MaMo
82	Panache
83	Trendy Me
84	The Dragonfly Group
85	Branch and Vine
86	Nuzzle Pet
87	Merch Is Life
88	MODE Renovation
89	RB Police K9
90	Creative Ego
91	Moultons
92	Michael J. Siddons Designs
93	Goodlife Chiropractic
94	Bill Enterprises
95	South Redondo Jewish Center
96	Sea of Seven

#	Vendor Name
97	OsoPorto
98	Terra Vela
99	Dem Nutz
100	Gourmet Blends
101	Branch and Vine
102	Chip Cookies
103	San Alwan
104	Yankee Hawker
105	Pains All Gone
106	Yeasmin Ema
107	Swimzz
108	Health Wristband USA
109	Ken Pagliano Photography
110	Coast and Canyon
111	Moonstone and Mist Bookstore
112	Dazzle Drip LA
113	Akasa Jewelry
114	Urban Nest and Nook
115	The Pampered Chef
116	Levenien
117	Lida Vartan Jewelry
118	Avetisyan Artisan
119	The Drunk Cactus Shop
120	BG Photo Art
121	Shady Park
122	& Mutts Co.
123	The Clock Library
124	Wanda Gale Design
125	The Poster List
126	Pacific Stranded
127	Lucky Lotus Jewelry
128	AuFierro
129	Petals and Hammers
130	Whimsical Charm
131	Made Dewsign Jewelry
132	Kaantique
133	Suzanne Derouin Jewelry
134	Angelinas Jewelry Collection
135	Agapantha Jewelry
136	Wuh Duh Fuh
137	Teras Treasures
138	Embellished Brim Hat Bar
139	Totally Asian Boutique
140	Tixxi Couture
141	Live A Lot/Mystic By Esme
142	LifeVac
143	Trimlight Coastal
144	Silly Yeti

Administrative Report

H.16., **File #** 26-0804 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2607-050, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS BY CREATING THE POSITION OF WATERFRONT AND COMMUNITY SERVICES DIRECTOR

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2607-051, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS FOR THE POSITION OF COMMUNITY DEVELOPMENT DIRECTOR

EXECUTIVE SUMMARY

The City maintains an Official Book of Class Specifications for positions in the service of Redondo Beach. Pursuant to Article 6, Chapter 3 of the Redondo Beach Municipal Code, as recruitments for open positions are evaluated, class specifications may be created, reviewed, updated, and modified to validate current job duties, responsibilities, and qualifications.

As part of the FY 2026-27 Budget Adoption, the City Council approved Decision Package #30, which consolidated the currently vacant Waterfront and Economic Development Director position with the existing Community Services Director position. The Decision Package also shifted citywide economic development activities to the Community Development Department.

Attached for City Council approval, are the two job specifications needed to implement Decision Package #30; one to create the new Waterfront and Community Services Director position, and the other to modify the Community Development Director job specification to reflect the expanded duties. The Resolutions approving the new class specifications also establish the salary ranges for the positions, which were funded as part of the Decision Package.

BACKGROUND

Historically, responsibility for property management and recreation activities in the Waterfront has been split between the Waterfront and Economic Development (WED) Department and the Community Services Departments, with WED in the lead role. In recent years, there has been a stronger focus on special events and new recreation programs in the harbor area. Additionally, this past spring, the Waterfront and Economic Development Director role was vacated. This confluence of factors led to the proposed merger of the Community Services Director and Waterfront and Economic Development Director roles included in Decision Package #30. The reorganization also

included the transitioning of citywide economic development activities to the Community Development Director position, which were formerly performed by WED.

In light of the changes and the additional duties that will be performed by each Director, the salary range for the new Waterfront and Community Services Director position is set at 20% above the current Community Services Director range, and the salary range for the existing Community Development Director position is increased by 5%. Staff will bring an updated Management and Confidential Pay Plan to the City Council in the coming weeks to reflect the position updates.

COORDINATION

The Human Resources Department and the City Manager's Office coordinated the proposed job class specifications. The City Attorney's Office approved the Resolutions as to form.

FISCAL IMPACT

The merging of the two department director positions and the proposed reorganization of economic development duties will create an annual budget savings of approximately $124,650.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. 2607-050 Amending the Official Book of Class Specifications by Creating the Position of Waterfront and Community Services Director
- Reso - No. 2607-051 Amending the Official Book of Class Specifications for the Position of Community Development Director
- Redline - Official Book of Class Specifications for the Position of Community Development Director

RESOLUTION NO. CC-2607-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASSIFICATIONS BY CREATING THE POSITION OF WATERFRONT AND COMMUNITY SERVICES DIRECTOR

WHEREAS, pursuant to Sections 2-3.602 and 2-3.603 of Article 6, Chapter 3, Title 2 of the Redondo Beach Municipal Code, the Mayor and City Council shall set forth from time to time the Class Titles and Specifications for job classifications; and,

WHEREAS, it is necessary to amend the Official Book of Classifications to reflect such action of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Official Book of Classifications is hereby amended, as reflected in the attached Exhibit "A" by creating the class specification for the position of Waterfront and Community Services Director.

SECTION 2. That the Waterfront and Community Services Director is an Executive Management position assigned to the Management and Confidential group, and the initial salary range is hereby set at $11,737 - $22,013 per month.

SECTION 3. This resolution shall take effect immediately upon its adoption by the City Council.

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 7th day of July, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford City Attorney

ATTEST:

_____
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-2607-050 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 7th day of July, 2026, 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:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

Exhibit A

WATERFRONT AND COMMUNITY SERVICES DIRECTOR

DEFINITION

Under the direction of the City Manager, the position is accountable as a team member for performing executive level administrative work directing departmental operations, business units, teams, projects and complex tasks to achieve results in support of the City's mission, goals, policies and objectives.

DUTIES, RESPONSIBILITIES AND EXPECTATIONS

The position is accountable to direct the day-to-day management of the Waterfront and Community Services Departments by:

- Providing effective leadership to accomplish the administrative objectives of the City Manager and the policy goals of the City Council
- Providing leadership and strategic direction on matters of waterfront real estate, property and asset management, harbor operations, and recreation and special events.
- Providing initiative and leadership for the city's marketing, public relations, and tourism promotion programs
- Providing critical thinking on professional recommendations, decisions and completed staff work
- Providing initiative in achieving positive, timely results for the organization
- Providing effective planning, management and evaluation of departmental business units, programs, functions, services, contracts and projects
- Delivering outstanding internal and external customer service while solving problems and proactively creating sustainable solutions to issues
- Providing effective leadership, direction, supervision, training, coaching, teambuilding, evaluation, safety and support for employees
- Providing quality fiscal management prudently preparing and administering budgets, seeking new revenues, containing costs, safeguarding assets, improving productivity and accurately reporting financial conditions

- Providing leadership for negotiating business, lease and other real estate transactions

- Providing management for waterfront, parks, recreation, and community facility capital improvement project planning, financing, administration and construction

- Maintaining effective relations with City Council, Boards, Commissions, businesses, community groups and stakeholders to accomplish goals

- Providing interdepartmental leadership and administration of multiple projects

- Providing effective representation and communications to public agencies, businesses, employees, media and community

- Completing analytic research, preparing well-written reports and making effective presentations

- Providing effective contract, grants and regulatory administration

- Conducting regular performance evaluations of personnel; giving frequent and specific feedback about personnel performance; holding employees accountable for doing their jobs while also celebrating accomplishments and successes.

- Conducting duties, responsibilities, tasks and assignments with a constructive, cooperative, positive, professional attitude and demeanor

- Supporting the City's mission, goals, policies and objectives

- Supporting the City's corporate values of: openness and honesty; integrity and ethics; accountability; outstanding customer service; teamwork; excellence; fiscal responsibility; and environmental responsibility

- Performing other related duties as required

CLASSIFICATION

The position is exempt from coverage under the Fair Labor Standards Act and the employee is a member of the Unclassified Service.

QUALIFICATIONS

The position requires knowledge of leadership, management practices, techniques and methods to accomplish the goals and objectives of the City by combining the appropriate people, resources, processes and time to successfully achieve results. The position

requires the professional ability to analyze, innovate and solve complex municipal problems with initiative and while working as a team member in a dynamic environment.

The position requires graduation from an accredited college or university with a bachelors' degree in public administration, business administration or a closely related field. A master's degree in a relevant field is highly desirable. Knowledge of local government management is highly desirable.

At least five years of increasingly responsible management experience in government or comparable business or non-profit organization is required. Relevant experience with some or all of the following fields is desirable: waterfront operations, property management, lease negotiations, leisure, arts, culture, recreation, special events, housing, transit, youth, education, seniors, jobs development, facilities, parks, tourism and health services. Skills and experience with people, negotiations, finance, budgets, lease and contract administration, goal-setting, economic development, technology, legislative affairs, communications and public relations, and human resources are desirable.

The position requires computer literacy with knowledge in the use of Microsoft Word, Excel, and PowerPoint; ability to communicate using email programs; and, understanding and adherence to City policies for information technology.

The position's expected competencies are sound decision making; critical thinking ability; problem solving and innovation skills; a drive for results; analytic skills; interpersonal, customer service and diplomatic skills; ethical conduct; proven top performances.

The position requires meeting the physical employment standards for the position.

RESOLUTION NO. CC-2607-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASSIFICATIONS FOR THE POSITION OF COMMUNITY DEVELOPMENT DIRECTOR

WHEREAS, pursuant to Sections 2-3.602 and 2-3.603 of Article 6, Chapter 3, Title 2 of the Redondo Beach Municipal Code, the Mayor and City Council shall set forth from time to time the Class Titles and Specifications for job classifications; and,

WHEREAS, it is necessary to amend the Official Book of Classifications to reflect such action of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Official Book of Classifications is hereby amended, as reflected in the attached Exhibit "A" updating the class specification for the position of Community Development Director.

SECTION 2. That the Community Development Director remains an Executive Management position assigned to the Management and Confidential group, and the salary range is hereby increased to $11,296 – $21,189 per month.

SECTION 2. This resolution shall take effect immediately upon its adoption by the City Council.

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 7th day of July, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
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-2607-051 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 7th day of July, 2026, 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:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

City of Redondo Beach Approved:
Class Specification Resolution: CC-2607-051
Unclassified

COMMUNITY DEVELOPMENT DIRECTOR

DEFINITION

Under the direction of the City Manager, the position is accountable for performing executive level administrative work, directing the operations, activities, teams, complex tasks, programs and projects of the Community Development Department to achieve successful results in support of the City's mission, goals, policies and objectives. The individual serving in the position will demonstrate ethical decision-making, public responsiveness, and innovation in the delivery of services, participate as a member of the City's Executive Management Team, and perform other related duties as assigned.

DUTIES, RESPONSIBILITIES AND EXPECTATIONS

The position is accountable for the strategic and day-to-day management of the Community Development Department by:

- Providing effective leadership to accomplish the administrative objectives of the City Manager and the policy goals of the City Council
- Providing critical thinking towards thorough and professional recommendations, decisions and completed staff work
- Providing initiative in achieving positive, timely results for the organization

  Providing effective planning, management and evaluation of departmental programs, functions, services and projects
- Delivering outstanding internal and external customer service while solving problems and proactively creating sustainable solutions to issues
- Providing effective leadership, direction, supervision, training, coaching, teambuilding, evaluation, safety and support for employees
- Providing quality fiscal management, prudently preparing and administering budgets, seeking new revenues, containing costs, safeguarding assets, improving productivity, and accurately reporting financial conditions

- Completing analytic research, preparing well-written reports and making effective presentations to the City Council, Commissions, Community Groups, and other governmental agencies

- Conducting duties, responsibilities, tasks and assignments with a constructive, cooperative, positive, professional attitude and demeanor

- Providing effective leadership in the development and implementation of planning, zoning, and community development goals, objectives and policies

- Providing effective leadership in the regulation of building, construction and development activities within the community including, but not limited to: application review and development, plan review, entitlement processing, plan checking, permitting and inspection services

- Evaluating and, where appropriate, implementing new technologies and software programs that improve the Department's service delivery and customer responsiveness

- Providing effective oversight in the administration, interpretation and updating of the City's zoning ordinances, General Plan and other land use plans

- Managing and supporting economic development activities including the promotion of business investment in the City and the facilitation of new development that enhances the attractiveness of the community, generates new City revenue, expands services to residents, and revitalizes stale properties

- Monitoring pending State housing and land use legislation modifications and implementing new State regulations as required

- Providing effective management and oversight of the City's Local Coastal Program including, but not limited to responsibility for issuance of Local Coastal Development Permits and ensuring land use consistency

- Overseeing initiatives, research and promotion efforts that cultivate positive relationships with business owners and prospective developers in the region that understand the City's vision for economic development and the community's quality of life expectations

- Maintaining effective relationships with members of the City Council, Boards, Commissions, businesses, community groups and stakeholders to accomplish City goals

- Conducting regular performance evaluations of personnel, giving frequent and specific feedback about personnel performance, and holding employees accountable for doing their jobs while also celebrating accomplishments and successes

- Participating in internal and external committees, boards, and task forces, as appropriate

- Supporting the City's mission, goals, policies and objectives

- Supporting the City's corporate values of: openness and honesty; integrity and ethics; accountability; outstanding customer service; teamwork; excellence; and fiscal and environmental responsibility

- Performing other related duties as required

CLASSIFICATION

The position is exempt from coverage under the Fair Labor Standards Act and the employee is a member of the Unclassified Service.

QUALIFICATIONS

The position requires knowledge of leadership, management practices, techniques and methods to accomplish the goals and objectives of the City by directing the right combination of people, resources, processes and time to successfully achieve results.

The position requires graduation from an accredited college or university with a bachelors' degree in public administration, planning, architecture, engineering or a related field. A master's degree in a relevant field is highly desirable.

The position requires at least five years of increasingly responsible, professional planning, building, engineering or community and economic development experience with at least three years of experience in a supervisory capacity.

The position requires computer literacy with knowledge in the use of Microsoft Word, Excel, and PowerPoint; ability to communicate using email programs; and, understanding and adherence to City policies for information technology.

The position's expected competencies are sound decision making skills; critical thinking ability; problem solving and innovation skills; a drive for results; analytic skills; interpersonal, customer service and diplomatic skills; ethical conduct; and proven top performance.

The position requires meeting the physical employment standards for the position.

City of Redondo Beach Approved:
Class Specification Resolution: CC-
Unclassified

COMMUNITY DEVELOPMENT DIRECTOR

DEFINITION

Under the direction of the City Manager, the position is accountable for performing executive level administrative work, directing the operations, activities, teams, complex tasks, programs and projects of the Community Development Department to achieve successful results in support of the City's mission, goals, policies and objectives. The individual serving in the position will demonstrate ethical decision-making, public responsiveness, and innovation in the delivery of services, participate as a member of the City's Executive Management Team, and perform other related duties as assigned.

DUTIES, RESPONSIBILITIES AND EXPECTATIONS

The position is accountable for the strategic and day-to-day management of the Community Development Department by:

- Providing effective leadership to accomplish the administrative objectives of the City Manager and the policy goals of the City Council
- Providing critical thinking towards thorough and professional recommendations, decisions and completed staff work
- Providing initiative in achieving positive, timely results for the organization
- Providing effective planning, management and evaluation of departmental programs, functions, services and projects
- Delivering outstanding internal and external customer service while solving problems and proactively creating sustainable solutions to issues
- Providing effective leadership, direction, supervision, training, coaching, teambuilding, evaluation, safety and support for employees
- Providing quality fiscal management, prudently preparing and administering budgets, seeking new revenues, containing costs, safeguarding assets, improving productivity, and accurately reporting financial conditions
- Completing analytic research, preparing well-written reports and making effective presentations to the City Council, Commissions, Community Groups, and other governmental agencies

- Conducting duties, responsibilities, tasks and assignments with a constructive, cooperative, positive, professional attitude and demeanor

- Providing effective leadership in the development and implementation of planning, zoning, and community development goals, objectives and policies

- Providing effective leadership in the regulation of building, construction and development activities within the community including, but not limited to: application review and development, plan review, entitlement processing, plan checking, permitting and inspection services

- Evaluating and, where appropriate, implementing new technologies and software programs that improve the Department's service delivery and customer responsiveness

- Providing effective oversight in the administration, interpretation and updating of the City's zoning ordinances, General Plan and other land use plans

- Managing and supporting economic development activities including the promotion of business investment in the City and the facilitation of new development that enhances the attractiveness of the community, generates new City revenue, expands services to residents, and revitalizes stale properties

- Monitoring pending State housing and land use legislation modifications and implementing new State regulations as required

- Providing effective management and oversight of the City's Local Coastal Program including, but not limited to responsibility for issuance of Local Coastal Development Permits and ensuring land use consistency

- Overseeing initiatives, research and promotion efforts that cultivate positive relationships with business owners and prospective developers in the region that understand the City's vision for economic development and the community's quality of life expectations

- Maintaining effective relationships with members of the City Council, Boards, Commissions, businesses, community groups and stakeholders to accomplish City goals

- Conducting regular performance evaluations of personnel, giving frequent and specific feedback about personnel performance, and holding employees accountable for doing their jobs while also celebrating accomplishments and successes

- Participating in internal and external committees, boards, and task forces, as appropriate

- Supporting ~~of~~ the City's mission, goals, policies and objectives

- Supporting the City's corporate values of: openness and honesty; integrity and ethics; accountability; outstanding customer service; teamwork; excellence; and fiscal and environmental- responsibility

- Performing other related duties as required

CLASSIFICATION

The position is exempt from coverage under the Fair Labor Standards Act and the employee is a member of the Unclassified Service.

QUALIFICATIONS

The position requires knowledge of leadership, management practices, techniques and methods to accomplish the goals and objectives of the City by directing the right combination of people, resources, processes and time to successfully achieve results.

The position requires graduation from an accredited college or university with a bachelors' degree in public administration, planning, architecture, engineering or a related field. A master's degree in a relevant field is highly desirable.

The position requires at least five years of increasingly responsible, professional planning, building, engineering or community and economic development experience with at least three years of experience in a supervisory capacity.

The position requires computer literacy with knowledge in the use of Microsoft Word, Excel, and PowerPoint; ability to communicate using email programs; and, understanding and adherence to City policies for information technology.

The position's expected competencies are sound decision making skills; critical thinking ability; problem solving and innovation skills; a drive for results; analytic skills; interpersonal, customer service and diplomatic skills; ethical conduct; and proven top performance.

The position requires meeting the physical employment standards for the position.

Administrative Report

J.1., **File #** 26-0788 **Meeting Date:** 7/7/2026

TITLE

For eComments and Emails Received from the Public

Administrative Report

L.1., **File #** 26-0764 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

PUBLIC HEARING TO CONSIDER USER FEE AMENDMENTS FOR THE POLICE AND FIRE DEPARTMENTS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2607-047, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE POLICE DEPARTMENT USER FEES

PROCEDURES:

a. Open the Public Hearing and take testimony;
b. Close the Public Hearing; and,
c. Adopt by title only Resolution No. CC-2607-047

EXECUTIVE SUMMARY

On June 16, 2026, the City Council voted to adopt the FY 2026-27 Budget. The final budget motion included proposed adjustments to Police Department user fees and consideration of a new harbor related boat storage fee.

This report presents updates to the Police Department fees as directed in the motion, with the revised fees highlighted in the attached Resolution. Following review of the boat storage fee, staff recommends no changes to the Fire Department's fee schedule at this time, as the fee in the existing schedule exceeds the value of the per linear foot boat fee discussed during the budget adoption process.

If Council adopts the proposed Police Department fees, the new rates will become effective on July 8, 2026.

As part of the FY 2026-27 budget motion, the City Council also directed two other Police Department fee related changes: Parking Meter rates, which are revised by ordinance; and an increase to the street sweeping citation amount, which is updated by Resolution. These fees/charges are not part of the City's master fee schedule and are therefore included on the July 7, 2026 City Council meeting agenda as separate items.

BACKGROUND

City fees are regularly reviewed to ensure they accurately reflect current service delivery costs as part of the annual budget process. On June 16, 2026, the City Council directed staff, as part of the

budget motion, to update/consider a few fees associated with services provided by the Police and Fire Departments.

Police Department
The Police Department oversees parking-related fees, including the towing fee and annual parking meter permit fee, which are recommended for adjustment. Council directed staff to prepare the following changes:

- Towing Fee (titled Impound/ Storage Release in the fee schedule): Increase from $139 to $233
- Annual Parking Meter Permit Fee: Increase from $195 to $220

The towing fee is set to be consistent with similar fees in neighboring cities and is an average of the Hermosa Beach, Manhattan Beach, and Torrance rates. The annual parking meter permit, currently set at $195, is proposed to increase to $220, which is consistent with the increase to parking meter rates.

Staff estimates that the towing fee increase will generate approximately $56,400 in General Fund revenue annually. This amount is reflected in the Budget Motion. While there is no change identified in the Budget Motion related to the Parking Meter Permit Fee increase, staff anticipates that the increase will generate additional General Fund revenue of approximately $20,500. This amount anticipates some loss of sales related to the fee increase.

Fire Department
The budget motion directed staff to review a new boat storage fee associated with the use of Harbor Patrol docks by private vessels at a minimum of $2 per foot/per day. Upon review, the Fire Department's existing fee exceeds the discussed amount. The fee is listed under Harbor Patrol Services at an established rate of $542 per day, per boat impound/storage. The existing fee accomplishes the budget motion goal, so no further action is recommended at this time.

COORDINATION
The City Manager's Office and the Financial Services, Police, and Fire Departments collaborated in preparing the proposed fee amendments. The Resolution was approved as to form by the City Attorney's Office.

FISCAL IMPACT
Staff estimates the proposed changes will create a total increase in annual General Fund revenue of $76,900. Of that total, $56,400 was accounted for in the FY 2026-27 Final Budget Motion.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS
- Reso - No. CC-2607-047, Amending Police Department User Fees including Exhibit A - Proposed Master Fee Schedule, Police Department Adjustments
- Fire Department Master Fee Schedule, Including the Harbor Patrol Services Storage/Impound Fee of $542 per day
- FY 2026-27 Final Budget Motion Spreadsheet

RESOLUTION NO. CC-2607-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE POLICE DEPARTMENT USER FEES

WHEREAS, the City Council of the City of Redondo Beach is responsible for ensuring the continued financial viability of City of Redondo Beach ("City") operations by providing an ongoing review of the cost of providing City services, the cost effectiveness of those services and the recovery of those costs reasonably borne in providing those services; and

WHEREAS, sections of the Municipal, State or Uniform Codes make provisions for the imposition of various fees; and

WHEREAS, the City has the authority to impose fees to defray the costs of providing services; and

WHEREAS, an amendment to the Police Department user fees was approved following a public hearing held before the City Council on the 7th day of July, 2026.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Certain user fees of the Police Department are hereby amended as provided in Exhibit A to compensate the City for the costs of providing the services, mitigating an impact arising from those services, or both, as described in this resolution. Exhibit A is attached hereto and incorporated by this reference as set forth herein.

SECTION 2. All applicable fees and charges may be adjusted annually by taking into consideration the change in the Consumer Price Index, market conditions, funding subsidies and historical costs. Fees shall be adjusted only when the amount is able to be round to a whole dollar increment. Requests for services rendered on or after the effective date of this resolution, as stated in Section 3, shall be based on the new rate regardless of when scheduling and/or payment is made. At no time shall the City charge more for a fee than the cost of providing the service.

SECTION 3. Amended fees under this resolution shall be effective July 8, 2026.

SECTION 4. The Mayor and City Council of the City of Redondo Beach do hereby find and determine that the amount of fees amended and established herein are reasonable, do not exceed the cost to the City of the services provided, are required to defray the cost of providing the services, and are not levied for general revenue purposes.

PASSED, APPROVED AND ADOPTED this 7th day of July, 2026.

James A. Light, Mayor

ATTEST:

APPROVED AS TO FORM:

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-2607-047 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 7th day of July, 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

REDONDO BEACH

POLICE MASTER FEE SCHEDULE

EXHIBIT A

Resolution No. CC-2607-047

Effective Date: July 8, 2026

Description	Dept	Fee Change Type	2026-27 Proposed	FY 2025-2026	Unit
Alarms -- Security and Fire					
False Alarm					
3 - 5 in a 12-Month Period	Police	No Change	113.00	113.00	Response
6 - 8 in a 12-Month Period	Police	No Change	227.00	227.00	Response
9 and Subsequent in a 12-Month Period	Police	No Change	452.00	452.00	Response
Permit Application					
New and Renewal	Police	No Change	30.00	30.00	Each - Yearly
Revocation/Secondary Permit	Police	No Change	115.00	115.00	Each - Yearly
Bicycle License 1	Police	No Change	N/A	N/A	Each
Booking and Processing Prisoners 2	Police	No Change	N/A	N/A	
Adult	Police	No Change	N/A	N/A	Person
Juvenile	Police	No Change	N/A	N/A	Person
Prisoner Property Storage	Police	No Change	N/A	N/A	Month
Court Committal Fee	Police	No Change	N/A	N/A	Day
Fingerprinting					
~~Fingerprint Card~~	~~Police~~	Deleted		~~N/A~~	~~Each~~
Livescan Service	Police	No Change	29.00	29.00	Person
Permits					
Concealed Weapon (CCW) - New And Re-Issue	Police	No Change	500.00	500.00	Each
Concealed Weapon (CCW) - Renewal	Police	No Change	200.00	200.00	Each
Solicitor /Gun Dealer	Police	No Change	104.00	104.00	Each

REDONDO BEACH

POLICE MASTER FEE SCHEDULE

EXHIBIT A

Resolution No. CC-2607-047

Effective Date: July 8, 2026

Description	Dept	Fee Change Type	2026-27 Proposed	FY 2025-2026	Unit
~~Taxi Permit (Good For Three Years)~~	~~Police~~	Deleted		~~N/A~~	~~Each~~
~~Entertainment Permit~~	~~Police~~	Deleted		~~N/A~~	~~Each~~
~~Entertainment Permit Renewal~~	~~Police~~	Deleted		~~N/A~~	~~Each~~
~~Massage Permit~~	~~Police~~	Deleted		~~N/A~~	~~Each~~
~~Massage Permit Renewal~~	~~Police~~	Deleted		~~N/A~~	~~Each~~
~~Film Permit - Administrative Processing~~	~~Police~~	Deleted		~~N/A~~	~~Each~~
Beekeeping Permit (Annual)	Police	No Change	51.00	51.00	Each
~~**Photographs**~~					
~~Prints (Any Size)~~	~~Police~~	Deleted		~~N/A~~	~~Photo~~
~~Additional Prints~~	~~Police~~	Deleted		~~N/A~~	~~Photo~~
~~Process Fee - Digital~~	~~Police~~	Deleted		~~N/A~~	~~CD~~
~~Processing Fee - Prints~~	~~Police~~	Deleted		~~N/A~~	~~Set~~
Report Copies					
Arrest / Crime / Traffic Accident Report - Up To 10 Pages	Police	No Change	23.00	23.00	Report
Arrest / Crime / Traffic Accident Report - 11 Or More Pages	Police	No Change	23.00	23.00	Report
Subpoenaed Records Assessed Per 1563 Evidence Code	Police	No Change	Per Code	Per Code	Per Code
Stand-by Service					
Sworn Personnel	Police	No Change	158.00	158.00	Hour/Person
Non-Sworn Personnel	Police	No Change	79.00	79.00	Hour/Person
Vehicle					
Impound 30-Day Hold And DUI "Surcharge"	Police	No Change	372.00	372.00	Vehicle

REDONDO BEACH

POLICE MASTER FEE SCHEDULE

EXHIBIT A

Resolution No. CC-2607-047

Effective Date: July 8, 2026

Description	Dept	Fee Change Type	2026-27 Proposed	FY 2025-2026	Unit
Impound Stored/Impound Release - All Vehicles	Police	Change	233.00	139.00	Vehicle
Vehicle Ticket Signoff	Police	No Change	14.00	14.00	Ticket
Impound and Post Storage Hearing	Police	No Change	79.00	79.00	Each
Miscellaneous					
Clearance Letter	Police	No Change	38.00	38.00	Each
Clearance Letter With Notary	Police	No Change	49.00	49.00	Each
Disturbance Fine - Loud/Unruly Assemblage Response	Police	No Change	162.00	162.00	Incident
Record Search (Regular And Specialized) Processing/Reproduction [3]	Police	No Change	34.00	34.00	1/2 Hour
Administrative Fee (Notice Processing)	Police	No Change	131.00	131.00	Person
Late Payment Fee	Police	No Change	28.00	28.00	Incident
Noise Variance	Police	No Change	83.00	83.00	Each
Alcohol Business Investigation	Police	No Change	239.00	239.00	Each
Municipal Enforcement Fees					
Animal Control					
Boarding Of Dog Until Retrieval	**Police**	No Change	50.00	**50.00**	**Per Day or Portion**
Impound Of Dog:					
First Time	Police	No Change	82.00	82.00	Violation
Second Time	Police	No Change	93.00	93.00	Violation
Third And Subsequent Times	Police	No Change	187.00	187.00	Each
Dangerous Dog License Fee	Police	No Change	87.00	87.00	Each
Parking					
Oversized Vehicle					

REDONDO BEACH

POLICE MASTER FEE SCHEDULE

EXHIBIT A

Resolution No. CC-2607-047

Effective Date: July 8, 2026

Description	Dept	Fee Change Type	2026-27 Proposed	FY 2025-2026	Unit
Registration of Oversize Vehicle of Redondo Beach Resident where Vehicle Registered in Redondo Beach	Police	No Change	23.00	23.00	One Time
Registration of Oversize Vehicle of Redondo Beach Resident where Vehicle Not Registered in Redondo Beach	Police	No Change	35.00	35.00	One Time
Permit for Out of Town Visitor to Redondo Beach Resident for Stay up to Seven Days	Police	No Change	17.00	17.00	Each
Parking Permits (Residential - Annual) - Non-Coastal Zone	Police	No Change	35.00	35.00	Each
Parking Permits (Residential - Annual) - Coastal Zone	**Police**	No Change	50.00	**50.00**	**Each**
Plastic Permit Hanger	Police	No Change	Actual	Actual	Each
Riviera Village Employee Parking Permit (Annual)	Police	No Change	70.00	70.00	Each
Parking Meter Permit (Annual)	Police	Change	220.00	195.00	Each
NOTE: A deposit of 50% of the estimated service fee may be requested prior to performing a service, at the discretion of the Records Supervisor or his/her designee.					
[3]: 1/2 Hour Minimum					

City of REDONDO BEACH California

FIRE FEE SCHEDULE

Resolution No: CC-2306-063- Effective 07/01/2023

Description	Dept	Change	New 2023-2024	2022-2023	Unit
Plan Check/Review Fees					
Plan Review Fee/Plan Review Revision Fee	Fire	No	100% of Building Permit Fee and for Revisions 110.00 Per Hour	100% of Building Permit Fee and for Revisions 110.00 Per Hour	Each
Fire Plan Check/Fire Inspection Permit					
Total Valuation					
$ 1 to 500	Fire	No	48.00	48.00	Each
$ 501 to 2,000	Fire	No	48.00 for First 500 + 6.00 for Each Addl 100 or Fraction Thereof	48.00 for First 500 + 6.00 for Each Addl 100 or Fraction Thereof	Each
$ 2,001 to 25,000	Fire	No	144.00 for First 2,000 + 21.00 for Each Addl 1,000 or Fraction Thereof	144.00 for First 2,000 + 21.00 for Each Addl 1,000 or Fraction Thereof	Each
$ 25,001 to 50,000	Fire	No	620.00 for First 25,000 + 16.00 for Each Addl 1,000	620.00 for First 25,000 + 16.00 for Each Addl 1,000	Each
$ 50,001 to 100,000	Fire	No	1011.00 for First 50,000 + 11.00 for Each Addl 1,000 or Fraction Thereof	1011.00 for First 50,000 + 11.00 for Each Addl 1,000 or Fraction Thereof	Each
$ 100,001 to 500,000	Fire	No	1,555.00 for First 100,000 + 9.00 for Each Addl 1,000 or Fraction Thereof	1,555.00 for First 100,000 + 9.00 for Each Addl 1,000 or Fraction Thereof	Each
$ 500,001 and Up	Fire	No	5,279.00 for First 500,000 + 6.00 for Each Addl 1,000 or Fraction Thereof	5,279.00 for First 500,000 + 6.00 for Each Addl 1,000 or Fraction Thereof	Each
Sprinkler System Hydraulic Calculations Unit Fee Schedule (The Following Do Not Include Permit Issuance Fees)					
Sprinkler Heads					
First 10 Heads	Fire	No	2.43	2.43	Each
Additional Sprinkler Heads	Fire	No	1.22	1.22	Each
Business Inspection Fee					
~~Hourly Charge for Personnel Costs and Time (One Hour Minimum)~~	Fire	Yes	0.00	~~95.00~~	~~Per Hour~~
Billing Fee	Fire	No	18.50	18.50	Each
Risk-Based Fire Inspection (RBFI) Program					
Residential	Fire	Yes	78.00		Annual
Schools	Fire	Yes	128.00		Annual
Large Businesses/Assemblages	Fire	Yes	138.00		Annual
Small Businesses	Fire	Yes	138.00		Tri-Annual
Hazardous Materials Disclosure Program					

FIRE FEE SCHEDULE

Resolution No: CC-2306-063- Effective 07/01/2023

Description	Dept	Change	New 2023-2024	2022-2023	Unit
Minor Handler: 55-500 Gallons; 500-5,000 Lbs.; 200-2,000C.F.; Underground Tanks (Regardless of Quantity)	Fire	No	243.00	243.00	Location
Moderate Handler: 501-2,750 Gallons; 5,001-25,000 Lbs.;2,001-10,000 C.F.	Fire	No	569.00	569.00	Location
Major Handler: 2,751 Gallons or More; 25,001 Lbs. or More;10,001 C.F. or More	Fire	No	812.00	812.00	Location
Late Charges for Overdue Fees:					
30 Days	Fire	No	0.20	0.20	Fee
60 Days	Fire	No	0.40	0.40	Fee
90 Days	Fire	No	0.60	0.60	Fee
Inspections					
General Inspections					
After Hours or Weekends	Fire	No	230.00	230.00	Hour
Re-Inspection for 2nd and Subsequent Visits Only	Fire	No	123.00	123.00	Hour
Re-Inspection for New Property and Property is Not Ready,Representative Fails to Appear, Or Appointment is	Fire	No	123.00	123.00	Hour
Re-Inspection Fees Assessed Under Provisions of Section305(G)	Fire	No	158.00	158.00	Flat Rate
Temporary Public Assembly (See Above for Re-InspectionFees)	Fire	No	169.00	169.00	Hour
Permits - Single Event/Special Events					
Candle or Open Flame in Assembly Areas	Fire	No	169.00	169.00	Event
Cooking Pit Fires (e.g. Luaus)	Fire	No	169.00	169.00	Event
Fire Hydrant Use	Fire	No	169.00	169.00	Hydrant
Fire Roads Use	Fire	No	169.00	169.00	Hour
Fireworks Display or Explosive Use	Fire	No	169.00	169.00	Event
Parade Floats	Fire	No	169.00	169.00	Event
Pest Fumigants With 24-Hour Notice	Fire	No	169.00	169.00	Event
Pipeline - Underground (Excavation for Install, Abandon orRepair)	Fire	No	146.00	146.00	Event
Tank Storage - Underground Flammable or Combustible Liquids					
Removal of First Tank	Fire	No	146.00	146.00	Tank
Removal of Second and Subsequent Tanks	Fire	No	146.00	146.00	Tank
Installation of First Tank	Fire	No	146.00	146.00	Tank
Installation of Second and Subsequent Tanks	Fire	No	146.00	146.00	Tank
Tank Storage - Above Ground Flammable or Combustible Liquids					
Removal/Installation of First Tank	Fire	No	146.00	146.00	Tank
Removal/Installation of Second and Subsequent Tanks	Fire	No	169.00	169.00	Tank
Tents or Air-Supported Structures					
Less That 5,000 Sq. Ft.	Fire	No	169.00	169.00	Day/Item
5,000 Sq. Ft. or Greater	Fire	No	169.00	169.00	Day/Item
Permits - Annual Uniform Fire Code					
Hazardous Occupancies 1					
H-1 Storage/Use of Explosives or Highly FlammableSubstances	Fire	No	146.00	146.00	Location
H-2 Storage/Use of Flammable Liquids	Fire	No	146.00	146.00	Location
H-3 Woodworking	Fire	No	186.00	186.00	Location
H-4 Repair Garages	Fire	No	186.00	186.00	Location
Occupancies Other Than Hazardous Occupancies (Above) 1					
Combustible Fiber Storage	Fire	No	146.00	146.00	Location
High Piled Combustible Storage	Fire	No	146.00	146.00	Location

FIRE FEE SCHEDULE

Resolution No: CC-2306-063- Effective 07/01/2023

Description	Dept	Change	New 2023-2024	2022-2023	Unit
Compressed Gasses	Fire	No	146.00	146.00	Location
Covered Mall	Fire	No	146.00	146.00	Location
Cryogens	Fire	No	146.00	146.00	Location
Dry Cleaning Plants	Fire	No	146.00	146.00	Location
Dust Producing Operations	Fire	No	169.00	169.00	Location
Explosives Storage	Fire	No	169.00	169.00	Location
Flammable or Combustible Liquid Pipeline Operation	Fire	No	186.00	186.00	Location
General Use Permit 2	Fire	No	169.00	169.00	Location
Industrial Ovens	Fire	No	169.00	169.00	Location
Service Stations	Fire	No	146.00	146.00	Location
Spray and Dipping Booths	Fire	No	169.00	169.00	Location
Welding and Cutting	Fire	No	169.00	169.00	Location
Harbor Patrol Services					
Personnel Services (1 Hour Minimum)	Fire	No	336.00	336.00	Hour
Storage/Impound	Fire	No	542.00	542.00	Day
Towing Services (1 Hour Minimum)	Fire	No	356.00	356.00	Hour
Raising or Sinking/Sunken Boat					
0-20'	Fire	No	1,084.00	1,084.00	Each
21-30'	Fire	No	1,377.00	1,377.00	Each
31-40'	Fire	No	2,031.00	2,031.00	Each
Over 41'	Fire	No	3,006.00	3,006.00	Each
Materials	Fire	No	Actual Cost	Actual Cost	Each
Miscellaneous Fees					
CERT Classes					
Residents	Fire	No	40.00	40.00	Person
Non-Residents	Fire	No	100.00	100.00	Person
CPR and First Aid Classes	Fire	No	100.00	100.00	Person
Fire Fighter Apparatus Response (2 Hour Minimum)	Fire	No	155.00	155.00	Hr/Incident
Fire False Alarm Response - 4th and Subsequent in 12- MonthPeriod	Fire	No	179.00	179.00	Incident
Fire Flow Calculations	Fire	No	148.00	148.00	Hour
Fire/Rescue Report	Fire	No	71.00	71.00	Each
Pre-Hospital Paramedic Assessment Fee	Fire	Yes	313.00	100.00	Incident
Investigation Report	Fire	No	154.00	154.00	Each
Transient Vessel Mooring Field charges					
40 Foot Boat	Fire	No	24.00	24.00	Per 24 Hour
50 Foot Boat	Fire	No	30.00	30.00	Per 24 Hour
60 Foot Boat	Fire	No	36.00	36.00	Per 24 Hour
Photocopying/Reproduction					
Reproduction Fee	Fire	No	0.10	0.10	Page
Record Search (1 Hour Minimum)	Fire	No	30.00	30.00	Hour
Risk Management Prevention Plan Filing and Review					
Filing Fee (Includes 6 Hours of Review)	Fire	No	164.00	164.00	Plan
Review Exceeding 6 Hours	Fire	No	306.00	306.00	Hour
Consultant Costs (Used At City's Discretion to Assist inReview)	Fire	No	Actual	Actual	Consultant

FIRE FEE SCHEDULE

Resolution No: CC-2306-063- Effective 07/01/2023

Description	Dept	Change	New 2023-2024	2022-2023	Unit
Standby Personnel Services					
Use of City-Operated Facilities for Public Purposes (4-HourMinimum)	Fire	No	151.00	151.00	Hr/Co.
Special Event/Movie Standby (4-Hour Minimum)	Fire	No	960.00 (240.00 Per HourAfter Min.)	960.00 (240.00 Per HourAfter Min.)	Hr/Co.
Fire Safety Officer (Including Special Events - No Minimum)	Fire	No	90.00	90.00	Hour
5 Year sprinkler Certification	Fire	No	275.00	275.00	Inspection
High Rise Inspection	Fire	No	641.00	641.00	Inspection
Level I Investigator Response	Fire	No	736.00	736.00	Response
Level II Investigator Response	Fire	No	814.00	814.00	Response
Night Inspection	Fire	No	169.00	169.00	Inspection
State Mandated Inspection	Fire	No	169.00	169.00	Inspection

Notes

[1] If two or more processes occur at the same occupancy, the highest fee will be reflected as the first charge, and each additional permit will be assessed at 50% of the listed fee.

[2] Miscellaneous activity not described which the F.D. determines may produce conditions hazardous to life or property.

Description	Impact / Cost	General Fund Balance after Expenditure	Subdivision Trust Fund	Notes
General Fund Remaining Balance with all DP's Acccepted		**$0.00**		
Subdivision Park Trust			**$374,471.00**	
We move to approve all DP's and the 5-year CIP unless otherwise indicated. Adopt BRR 1 (as revised June 16), 1a, 8 as amended- intention to provide total subsidy for city fees for RVA Trick or Treat and RVA Holiday Stroll (Minimal impact, free to public, no revenue, as opposed to large-scale, route based events). Where amendments have been made, only that part of the DP or CIP is amended, the balance is approved as proposed.	$0.00	**$0.00**		
DP 30 - Reduction in full time equivalent positions associated with the Waterfront Dept. and Community Services Dir positions are temporary.	$0.00	**$0.00**		
Public Safety				
Lighting for NRB Bike Path - 2 More Lights (2x$15K) on northernmost block between Robinson and Graham (Subdivision Trust Fund) and 4 lights for terminus of bike path facility at Dale Page Park immediately north of Robinson (4 x $15K) (Subdivision Trust Funds)	$90,000.00	**$0.00**	**$284,471.00**	Grant funds if available, otherwise Subdivision Trust Funds
NRB Bike Path - Restriping and refresh pavement markers	$57,200.00	**-$57,200.00**		Pursue grant funding, General Fund one-time expense
BRR 42 - After involving a design professional, if reccommended, Option 3 - Manually removable fixed bollards for NRB Farmers Market, if there's a location to store them when not erected.		**-$57,200.00**		Not Funded at this time
BRR 44 - Accept all the recommendations made by Traffic Engineering for calming at 10 school pedestrian intersections, and speed humps at all NRB Bike Paths where permissible.	$0.00	**-$57,200.00**		Adequate Funding in Traffic Calming/Safety Capital Improvement Program (CIP)
BRR 18 - Parking Study Update for Aviation Blvd, including center turn lane analysis, etc.; Seek grant funding first	$55,000.00	**-$112,200.00**		General Fund only if transportation restricted funding cannot be obtained, after diligent pursuit first
Add new fee to Master Fee Schedule for authorized use of Harbor Patrol docks by private vessels; min of $2 per foot per day.	$0.00	**-$112,200.00**		
Quality of Life + Revenue Generation				
BRR 5 - Add 2 full-time MSO's to RBPD	-$65,447.00	**-$46,753.00**		General Fund Revenue from 1/2 Year
BRR 5 - Increase Street Sweeping Citation to $79 to match other parking citations. (Revenue generated by $24 conservatively estimated.)	-$418,000.00	**$371,247.00**		General Fund Revenue, systemic addition; hopefully waning with greater compliance
BRR 5 - Increasse Towing Fee to $233 (Average of HB, MB and Tor)	-$56,400.00	**$427,647.00**		General Fund Revenue ($94 * 600)
Approve **BRR 48** to proceed with collection / commission based audits of waterfront leases.	$0.00	**$427,647.00**		
Increase Parking Meter Permit Rate to $220	$0.00	**$427,647.00**		General Fund Revenue
Regional Parks, Open Space Improvement, Sudivision Trust Funds				
CIP: Add to CIP Project 31002, Aviation Pickleball: Automated booking system, nighttime lighting for Aviation Pickleball (Subdivision Trust Fund). Bring forth discusison on plan of action for this project with $1.2mm allocated total. (Behrendt-Obagi Priority Project)	$100,000.00		**$184,471.00**	Subdivision Trust Funds
BRR 45 (FY26) - Add to CIP Project No. 31040; replacement of Perry Park Fencing w green vinyl coated fencing to CIP. **Change construction to FY2028.** ($250,0000 total estimate) (Subdivision Trust Fund)	$20,000.00		**$164,471.00**	Subdivision Trust Funds (Brings new total CIP Allocation to ~ $103,866 of $250,000 needed)
New replacement play equipment parts, wayfinding and monument signs for Regional Parks as they break, fade come into disrepair otherwise	$45,000.00		**$119,471.00**	Subdivision Trust Funds
BRR 17 - Add to Perry Park Teen Center Improvement Project Account, Project 20940, for Teen Center Wheelchair Lift (Subdivision Trust Fund)	$35,000.00		**$84,471.00**	Subdivision Trust Funds
Replacing fence at **Alta Vista along Juanita (Subdivision Trust Funds)**	$46,000.00		**$38,471.00**	Subdivision Trust Funds
BRR 17 - Fund from Wilderness Park Account 31010, all-terrain electric wheelchair Robooter E60 Pro All Terrain Electric Wheelchair - $4,800	$0.00		**$38,471.00**	Draw from Subdivision Trust Funds allocated to Wilderness Park already in CIP
BRR 41 - Consider budget neutral changes to staff two attendees for Wilderness Park peak times, potentially reduce hours; regulation, signage promulgation for park; consider if entrance fees are necessary to protect the tremendous investment in Wilderness Park, and to achieve sustainability.	$0.00		**$38,471.00**	
BRR 22 - Heritage Court Bench (2 of 4) (Subdivision Trust Fund)	$18,054.00		**$20,417.00**	Subdivision Trust Funds
BRR 30 - Dominguez Park Fence Removal, Relocation Anew (Subdivision Trust Funds) - Draw from Dominguez Park Hillside Improvement Project Account No. 30780 - $23,826	$0.00		**$20,417.00**	
BRR 30 - Designate Wilderness Park local landmark (not state or federal)	$0.00		**$20,417.00**	
Dale Page Park Pickleball Court Maintenance	$2,500.00	**$425,147.00**		General Fund one-time expense
Extend Fence Separation at Alta Vista Park between Tennis and Pickleball (Subdivision Trust Funds)	$8,000.00		**$12,417.00**	Subdivision Trust Funds
Add **Waterfront / Pier Benches** Maintenance, Replacement Fund	$30,000.00	**$395,147.00**		General Fund
Branding, Beautifying Redondo Beach				

Towing	
Mahattan Beach	$209.00
Hermosa Beach	$284.00
Torrance	$206.00
Average	**$233.00**

	BRR 14 - Recurring increase power washing of Esplanade 2 more time per year, perhaps during busiest summer months	$14,000.00	**$381,147.00**		General Fund recurring expense		
	BRR 38 - RBPAC Panel Replacement	$1,349.76	**$379,797.24**		General Fund one-time expense		
	BRR 19 - Landscaping South Juanita and Camino Real	$12,000.00		**$417.00**	Subdivision Trust Funds		
	BRR 35 - Citywide monument and wayfinding signs refresh	$96,000.00	**$283,797.24**		General Fund one-time expense		
	Mosaic Art/ Art Tile Mural for Shorewall between Cal Surf Club and Riviera Cantina	$50,000.00			JPPAF		
	Misc. **Design Services** for All Dept's, Logo Design/ Branding	$7,500.00	**$276,297.24**		General Fund one-time		
	Additional **Tree Planting Funding** (2' box trees, preferable where available) to assist Park Services Div. with tree planting in public parkways and medians. (Great work recently on Catalina, 190th)	$10,000.00	**$266,297.24**		General Fund one-time		
	RBAC Marquis, Main Signage Update (6 old aluminum logos)	$24,000.00	**$242,297.24**		General Fund one-time		
	Additinoal Subsidy to Chamber 10K SuperBowl Run	**$15,000.00**	**$227,297.24**				
	Other, Misc.						
	Funds for Third Party Facilitator to Assist City Council with Annual Performance Review of City Manager	$15,000.00	**$212,297.24**		General Fund one-time		
	Ending General Fund Balance. A 6-figure ending General Fund balance alleviates pressure on the flexible hiring freeze.		**$212,297.24**				
	The End						

Administrative Report

N.1., **File #** 26-0765 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF AN AGREEMENT WITH SWINERTON BUILDERS FOR PROGRESSIVE DESIGN-BUILD SERVICES FOR PHASE 1 OF THE MEASURE FP FIRE STATIONS 1 AND 2 SUBPROJECT, FOR A CONTRACT AMOUNT NOT TO EXCEED $1,664,815 AND THE TERM JULY 7, 2026 TO JANUARY 25, 2027

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF AN AGREEMENT WITH SWINERTON BUILDERS FOR PROGRESSIVE DESIGN-BUILD SERVICES FOR PHASE 1 OF THE MEASURE FP, POLICE FACILITIES SUBPROJECT, FOR A CONTRACT AMOUNT NOT TO EXCEED $1,906,592 AND THE TERM JULY 7, 2026 TO FEBRUARY 14, 2027

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 public safety facilities. At that time, Council directed staff to utilize the progressive design build (PDB) process to complete the projects and initiate a competitive selection process to select the most qualified design build firm(s). PDB is an innovative project delivery method that utilizes a two-phased approach to collaboratively design and deliver complex projects.

On January 20, 2026, Council approved an Amendment to the Agreement for Project Services with Griffin Structures, Inc. to continue to serve as the City's owner's representative, program manager, and technical advisor in the advancement of the PDB procurement process and also approved the associated Request for Qualifications/Proposals (RFQ/Ps) that were released on January 29, 2026.

RFQ/P #2526-PW002 was focused solely on the reconstruction of Fire Stations No. 1 and No. 2 (Fire) Subproject and received seven proposals, while RFQ/P #2526-PW003 was focused exclusively on the transformation of Police Facilities (Police) Subproject and received six proposals. Three progressive design-build firms submitted proposals for both subprojects.

An internal evaluation committee comprised of staff from the City Manager's Office and the Fire, Police, and Public Works Departments selected the four highest-rated firms for each of the subprojects to participate in an on-site panel/oral interview process during the week of April 20, 2026, and thereafter, the three highest-ranked firms were contacted to submit a best and final offer (BAFO).

Ultimately, Swinerton Builders, Inc. (Swinerton) obtained the highest score for each subproject based on their team's key personnel, organizational structure, relevant experience with similar public safety infrastructure projects in Southern California, past performance, specialized expertise, collaborative working relationship demonstrated in the interview process, project understanding, overall approach, and "best value" offered.

Approval of the recommended agreements authorizes only Phase 1 preconstruction and design development services. Upon completion of Phase 1, Swinerton will submit a Guaranteed Maximum Price (GMP) proposal for Phase 2 construction services. Staff will evaluate the proposed GMP, scope, schedule, and associated risks and return to City Council with a separate recommendation regarding authorization to proceed with Phase 2 construction.

BACKGROUND

Progressive Design-Build (PDB) Method

Under California Public Contract Code, Division 2, Part 3, Chapter 4.1- Local Agency Progressive Design Build Contracting, cities now have broad authority to utilize PDB based on best value proposals rather than low price being the sole factor for award. This form of project delivery engages a single design-build entity (DBE) early in the project's lifecycle and separates the contract for design and construction services into two distinct phases.

During Phase 1, which comprises pre-construction and design development services, the PDB team utilizes the City's functional requirements and programmatic space needs to advance design, validate scope, and confirm existing site and utility conditions. This phase also encompasses cost modeling, constructability reviews, and schedule refinement. Additionally, the PDB team prepares a detailed, phased operational continuity plan that ensures uninterrupted emergency response operations during construction. This includes coordination of temporary site improvements to support modular facilities and associated equipment, which will be procured directly by the City.

As Phase 1 advances, the City will work with the design consultants and the general contractor to refine the project design, move it forward toward a final scope and schedule, and better mitigate known risks. This methodology also helps to reduce overall project costs by establishing, refining, and reaching agreement on a GMP before proceeding to Phase 2, a contractual step in this process which will be brought to Council for consideration of approval at a later date.

Procurement Process

RFQ/P #2526-PW002 - Progressive Design-Build (PDB) Services for the City's Bond Measure (FP) Project to Reconstruct Fire Stations 1 & 2 and RFQ/P #2526-PW003 - 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 were released on January 29, 2026 via the City's online vendor portal, OpenGov, and distributed to more than one-hundred vendors. Three subsequent addenda were released for each of the RFQ/Ps to address the total of 51 questions that were received prior to the extended submittal deadline of March 25, 2026.

For the Fire Subproject, the City received a total of seven proposals from (in alphabetical order) the following firms: Bernards Bros., Inc. & Gensler; Erickson-Hall Construction Co. & KWC Architecture + Design; Kemp Bros. Construction, Inc. & AECOM; Morillo Construction Inc. & Arcadis Inc.; Pinner Construction Co., Inc. & COAR Design Group; Swinerton Builders & LPA Design Studios; and Tilden-

Coil Constructors Inc. & Acton Architecture.

For the Police Subproject, the City received a total of six proposals from (in alphabetical order) the following firms: Bernards Bros., Inc. & Gensler; Clark Construction & Gruen Associates; Kemp Bros. Construction, Inc. & AECOM; Swinerton Builders & LPA Design Studios; The PENTA Building Group & PGAL Architects; and Turner Construction Company & AC Martin.

Across the two RFQ/Ps, three firms submitted for both subprojects. In alphabetical order, they are: Bernards Bros., Inc. & Gensler; Kemp Bros. Construction, Inc. & AECOM; and Swinerton Builders & LPA Design Studios.

An Evaluation Committee comprised of staff from the City Manager's Office and the Fire, Police, and Public Works Departments evaluated the proposals over the course of several weeks and ranked the teams' submissions based on relevant public safety facility experience; qualifications of key personnel; DBE team integration; project understanding and technical approach; cost control methodology; schedule and phasing strategy; PDB experience; safety record and quality management; financial capacity; and best overall value to the City. Griffin Structures helped to shape and inform City staff in this process but did not serve as a voting member of the Evaluation Committee.

Following the review of the written proposals, the Evaluation Committee selected the four highest-rated firms for each of the subprojects to participate in an in-person panel/oral interview process during the week of April 20, 2026. In coordination with Griffin Structures, the City designed the interview process to include a presentation from the firm, questions from the Evaluation Committee, and a charette exercise. The charette exercise challenged the presenters to collaborate in real time to demonstrate their ability to react to a realistic project challenge and deliver a valuable design solution for the City. Jim McClaren from McClaren, Wilson & Lawrie, Inc. also served as a non-voting public safety expert for the Police interviews.

Subsequently, the City requested BAFOs from the three highest-rated firms to provide any necessary refinements to fee proposals, assumptions, general conditions, contingencies, and other terms included in their proposals by May 4, 2026. It is important to note that, while not the sole factor, cost competitiveness remained a significant consideration throughout the procurement process.

While the City utilized a best-value selection methodology consistent with California PDB statutes, the firms advancing to the interview and BAFO stages generally represented the lower range of proposed fees received. As a result, the final evaluation focused on distinguishing between highly qualified and competitively priced teams based on technical merit, project approach, relevant experience, and overall value to the City.

Recommended Selection

Based upon the totality of qualifications, technical approach, interview performance, and pricing, staff determined the proposal and BAFO submitted by Swinerton Builders and LPA Design Studios team (Swinerton + LPA, with Swinerton serving as the primary contracting entity) provides the best value for delivering the Measure FP Project across both subprojects.

While Swinerton was not the lowest-cost proposer for either subproject, the firm's proposed fees remained within the lower range of all proposals received and were determined to be highly

competitive and within the anticipated budget. Following review of the written proposals, interview performance, charette exercise, and BAFO submissions, Swinerton consistently distinguished itself through its demonstrated understanding of the City's objectives, extensive experience delivering comparable public safety facilities, collaborative project culture, and proven ability to manage cost, schedule, and quality outcomes.

This determination was based on the following key factors:

- Demonstrated success delivering complex public safety facilities throughout California, with a particular emphasis on the Southern California region and in coastal communities;
- Strong integration between the general contractor, architect, engineers, and specialty consultants;
- Highly experienced local project team with extensive PDB experience;
- Competitive and transparent fee structure, including strong cost estimating and a disciplined budget management approach;
- Collaborative project culture aligned with the City's objectives, particularly with the ability to leverage two teams integrated in a defined leadership structure for both subprojects; and
- Proven record of schedule performance, project delivery, and construction quality.

In conjunction with the Swinerton + LPA team, the City will utilize the PDB delivery method to focus on several key goals:

- Early Cost Certainty: Real-time cost estimating throughout design that helps to identify budget challenges before construction documents are completed;
- Collaborative Scope Refinement: City staff, public safety personnel, designers, and builders work together to align project scope with operational needs and available funding;
- Reduced Change Orders: Constructability reviews and contractor involvement during design reduce unforeseen conditions and redesign that would otherwise arise during construction;
- Accelerated Delivery: Design and preconstruction activities occur concurrently, condensing the overall project schedule;
- Better Budget Alignment: Continuous cost validation allows the City to prioritize critical public safety functions and maximize use of Measure FP bond proceeds; and
- Transparent GMP Development: Price is developed through an open-book process, providing visibility into costs before authorization of Phase 2 construction.

Contract Documents & Performance Compliance

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 in recent PDB contracts issued by the cities of Burbank and Fresno, and the Orange County Mosquito and Vector Control District. The final City versions were reviewed by legal counsel from Richards, Watson & Gershon to ensure compliance with PDB procurement statutes under the California Pubic Contract Code.

The key elements of the contract documents for each of the subprojects are as follows:

Reconstruction of Fire Stations 1 & 2 Subproject

- Fire Station No. 1: 401 S. Broadway; Temporary FS1: City Hall staff parking lot
- Fire Station No. 2: 2400 Grant Ave.; Temporary FS2: Corner of Inglewood & Grant Avenues
- Phase 1: Summer 2026 thru Fall/End of 2026
  - Anticipated contract price for Phase 1 services: $1,664,815
  - Key elements: design and concept review, pre-construction services and constructability reviews, and GMP development/negotiation.
  - 100% Schematic Design (SD) within 120 calendar days of date of commencement.
  - 100% Design Development (DD) and Phase 2 Price Proposal submittal within 230 calendar days of date of commencement.
- GMP Agreement & Notice to Proceed to Phase 2: Start of 2027
- Phase 2: Early 2027 thru Summer/Fall 2028

Rebuild of Police Headquarters and Renovation of Police Annex Facility Subproject

- Main Station/Headquarters: 401 Diamond St.; Temp. HQ: City Hall staff parking lot or Annex
- Annex Facility: 200 N. Pacific Coast Hwy via Long-term lease with RBUSD; Temp. Annex not anticipated
- Phase 1: Summer 2026 thru Fall/End of 2026
  - Anticipated contract price for Phase 1 services: $1,906,592
  - Key elements: design and concept review, pre-construction services and constructability reviews, and GMP development/negotiation.
  - 100% Schematic Design (SD) within 140 calendar days of date of commencement.
  - 100% Design Development (DD) and Phase 2 Price Proposal submittal within 250 calendar days of date of commencement.
- GMP Agreement & Notice to Proceed to Phase 2: Start of 2027
- Phase 2: Early 2027 thru Summer/Fall 2029

Given the PDB delivery model and associated phasing relies on prompt design comment turnaround, priority scheduling of regulatory processes, and meeting key planning milestones, it will be critical for staff across various City Departments to be involved early to determine likely workload impacts and to forecast the resources needed to assist with Project implementation.

Bond Issuance and Citizens' Oversight Committee

The City intends to issue the voter approved general obligation (GO) Bonds in an amount not to exceed $93,350,000, for the purpose and intent set forth in Ordinance No. 327-24, in the Fall of 2026. The Council approved an agreement with Public Resources Advisory Group (PRAG) on March 18, 2025 to serve as the City's municipal advisor for the issuance of the bonds.

As part of the process, the City will establish a citizens' oversight committee to ensure that Bond proceeds are expended only for the purposes described in the measure approved by the voters (Ordinance No. 327-24, Section 12(viii)) and once the bonds are issued. The Measure FP Oversight Committee shall be formed as a temporary advisory committee of the City and shall automatically terminate and disband concurrently with the Committee's submission of the final Annual Report, which reflects the final accounting of the expenditure of all Measure FP Bond proceeds.

In the upcoming months, staff will present a Committee framework to the Council for consideration. Staff anticipates recommending that the Committee consist of at least five members who are appointed and approved by the City Council from a list of candidates submitting applications. To be a

qualified, individuals must be at least 18 years of age and reside in the City of Redondo Beach, and each member shall serve a term of four years commencing on the date of the first meeting of the Committee, unless project completion allows for earlier termination. Once approved, staff will notify the public of the opportunity through its customary channels and accept applications from prospective Committee members.

Progressive Design Build Agreements

Approval of the PDB Agreements with Swinerton will enable the City to advance Measure FP and proceed with Phase 1, during which Project requirements, design solutions, cost estimates, schedules, and construction strategies will be fully validated and refined. Phase 1 services will provide the City with the information necessary to establish the GMP through an open-book negotiating process prior to contracting for Phase 2 services.

Importantly, this phased approach provides the City with maximum flexibility and financial oversight while reducing Project risk before construction commitments are made. Approval of these agreements does not authorize construction; rather, it authorizes the City to proceed with Phase 1 services to further develop the design, validate project scope, refine cost estimates, and negotiate a GMP. Following successful completion of Phase 1 and negotiation of a GMP acceptable to the City, staff will return to City Council with a separate Phase 2 agreement for construction services for consideration of approval.

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, in coordination with legal counsel from Richards, Watson & Gershon, reviewed and provided input on the 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 up-front spending" prior to bond issuance. The 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 with bond proceeds. Unspent funds from this initial allocation, currently sitting near $50,000, will carry forward to FY 2026-27.

Council appropriated the remaining available bond funds of $92.9 million with the first year of the 2027-2031 Capital Improvement Program. Funds necessary to bridge project management work between now and bond issuance will be charged to the accounts established for the two Measure FP Projects (Rebuild PD Headquarters and Renovate Annex and Reconstruct Fire Stations 1 and 2, respectively). Staff will evaluate spending and identify any need to modify the advancement of project funds as part of the FY 2026-27 mid-year Budget review process.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Progressive Design-Build Agreement with Swinerton Builders to complete Fire Subproject as a Part of Measure FP Implementation

- Agmt - Progressive Design-Build Agreement with Swinerton Builders to complete Police Subproject as a Part of Measure FP Implementation
- Insurance - Swinerton Builders

City of Redondo Beach

Progressive Design-Build Agreement

This **AGREEMENT** is made as of the 7th day of July in the year of 2026, 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:

Swinerton Builders
1150 S. Olive Street, 27th Floor
Los Angeles, CA 90015

PROJECT:

Measure FP - Public Safety General Obligation Bond Measure
Reconstruction of Fire Stations 1 & 2 Subproject

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 to this Agreement, DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract"), sets forth the definitions for defined terms in the Contract Documents, unless otherwise defined in this Agreement.

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. The prices ("bid" or "fees") established under Section 7.1.3 hereof and as reflected in the Design-Builder's best and final offer (BAFO) dated May 4, 2026, and revised July 1, 2026.

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, all of which are incorporated by reference herein, 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 Agreement 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: RFQ/P No. 2526-PW002; and Design-Builder's Submittal and Cost Proposal (March 25, 2026), Presentation Package (April 23, 2026), and Best and Final Offer [BAFO] (May 4, 2026, and revised July 1, 2026).

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 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 "works made for hire" for the benefit of Owner, and 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 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 nine hundred thirty-five (935) 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. 100% Schematic Design (SD) within one hundred twenty (120) calendar days of the Date of Commencement for Phase 1 Services.

b. 100% Design Development (DD) and Phase 2 Price Proposal submittal within two hundred thirty (230) calendar days of the Date of Commencement for Phase 1 Services.

c. Substantial Completion within the earlier of (a) six hundred fifty (650) calendar 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.

6.4.1 Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Completion Date (the "Phase 2 LD Date"), Design-Builder shall pay Owner five thousand dollars ($5,000) 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 one million six hundred sixty-four thousand eight hundred fifteen dollars ($1,664,815) 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.

7.1.1.1 Phase 1 Services Contract Price is deemed to constitute the following:

a. Design services, including program validation, conceptual design, schematic design and design development necessary to support the development of the GMP, but excluding construction documents and construction administration, in the not-to-exceed sum of one million four hundred seventy-five thousand three hundred eighty-five dollars ($1,475,385);

b. Pre-construction services, such as estimating, scheduling, phasing/logistics planning, and constructability reviews for the Design-Builder and its subcontractors or consultants, in the not-to-exceed sum of three hundred ninety thousand two hundred seventy-nine dollars ($390,279); and

c. Less a combined program discount for leveraging one integrated team across the Measure FP subprojects of two hundred thousand eight hundred forty-nine dollars ($200,849).

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 Phase 2 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.

7.1.3.1 Design completion services, including design consultant fees for preparation of construction documents, in the not-to-exceed sum of one million fifty-eight thousand three hundred forty-five dollars ($1,058,345).

7.1.3.2 Construction administration services through Project closeout in the not-to-exceed sum of nine hundred thirty thousand six hundred fifty dollars ($930,650).

7.1.3.3 General conditions (GC)/general requirements (GR) on a monthly basis in the not-to-exceed sum of two hundred one thousand five hundred sixty dollars ($201,560), based on an assumed Phase 2 construction duration of twenty-one (21) months.

a. In the event the parties collaboratively work during Phase 1 to reach agreement on a reduced construction duration for Phase 2 Work, the total GC/GR shall be proportionally reduced, with such savings realized by the City and incorporated into the GMP.

7.1.3.4 Overhead and profit (Design-Builder's Fee) in an amount not to exceed four percent (4.00%) of the Cost of the Work (construction costs), exclusive of GC/GR, contingencies, escalation, insurance, and payment and performance bonds.

7.1.3.5 Payment and performance bonds in an amount not to exceed one-half of one percent (0.50%) of the Cost of the Work (construction costs).

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 an amount not to exceed the percentage set forth in Section 7.1.3.4 above.

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 as established in Section 7.1.3.4 above.

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 not to exceed the percentage established in Section 7.1.3.4 and applied to the additional Costs of the Work incurred for that Change Order, plus any other markups set forth in the Contract Price Amendment, if any.

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 an amount not to exceed the percentage set forth in Section 7.1.3.4 above.

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 C 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 no 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. Such costs shall not be subject to additional markup, overhead, or profit.

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, to the extent not already included within GC/GR compensated pursuant to Section 7.1.3.3.

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), and further provided that such costs are not already included GC/GR compensated pursuant to Section 7.1.3.3.

7.5.1.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work, to the extent not separately compensated pursuant to Section 7.1.3.

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 expressly 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, willful misconduct, or breach of this Agreement.

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, excluding corporate overhead, enterprise software, and general business operations costs.

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.

7.5.2.6 Costs included within the negotiated GC/GR, overhead and profit, and/or bond percentages established under Section 7.1.3 above shall also constitute non-reimbursable costs.

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:

☒ Twenty percent (20%) to Design-Builder and eighty percent (80%) 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 C; 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 by the twenty-first (21st) 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%) 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 22185.5(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:

Luke Smude, Assistant to the City Manager
415 Diamond Street, Redondo Beach, CA 90277, 310-697-3236

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:

Dustin Alamo, Vice President, Griffin Structures
1 Technology Drive, Building I, Suite 829, Irvine, CA 92618, 949-497-9000, x263

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:

Besim Fejzagic, Director of Public/Civic
1150 S. Olive Street, 27th Floor, Los Angeles, CA 90015, 949-468-8582

10.2.2 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:

Besim Fejzagic, Director of Public/Civic
1150 S. Olive Street, 27th Floor, Los Angeles, CA 90015, 949-468-8582

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 - General Conditions of Contract

Exhibit A - Owner's Project Criteria

Exhibit B - Scope of Services

Exhibit C - Design-Builder's Personnel and Hourly Rates

Appendix A - Other Terms and Conditions [Included within Attachment 1 - RFQ/P]

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

Attachment 1 - Request for Qualifications/Proposals (RFQ/P)

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.

12.3 Standard Owner Terms

12.3.1 By execution of this Agreement and upon City's issuance of a written "Notice to Proceed", Owner 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 Owner'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 Owner's prior written authorization, Design-Builder will not be entitled to compensation for such services.

12.3.2 Design-Builder acknowledges, represents and warrants that Design-Builder 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.

12.3.3 Design-Builder 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 Owner; provided, however, that Owner may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

12.3.4 Design-Builder acknowledges, represents and warrants that Design-Builder 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. Design-Builder further acknowledges, represents and warrants that Design-Builder has no business relationship or arrangement of any kind with any Owner official or employee with respect to this Agreement. Design-Builder acknowledges that in the event that Design-Builder 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 Owner forthwith. This provision shall survive the termination of this Agreement for one (1) year.

12.3.5 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".

12.3.6 No Owner official or employee shall be personally liable for any default or liability under this Agreement.

12.3.7 This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Design-Builder and Owner may be used to assist in the interpretation of the exhibits to this Agreement.

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

_____

James A. Light, Mayor
City of Redondo Beach

Date: _____

ATTEST:

_____

Eleanor Manzano, City Clerk

APPROVED AS TO LEGAL FORM:

_____

Joy A. Ford, City Attorney

_____

Diane Strickfaden, Risk Manager

DESIGN-BUILDER:
SWINERTON BUILDERS
a California Corporation

By: _____
(Chairman/President/Vice President)

John R.W. (Bobby) Jennings
Vice President and Division Manager

And: _____
(Secretary/Treasurer/Financial Officer)

Bradley K. Peterson
Executive Vice President/Chief Financial Officer

Date: _____

EXHIBIT "1"

GENERAL CONDITIONS OF CONTRACT

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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 not 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 *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.

1.2.24 *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.

1.2.25 *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.

1.2.26 *Owner or City* means the City of Redondo Beach, California.

1.2.27 *Owner Indemnitees* has the meaning assigned to such term in Article 4 of the General Conditions of Contract.

1.2.28 *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.

1.2.29 *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.

1.2.30 *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.

1.2.31 *Project* means the total design, phasing and construction of the Owner's public safety facilities or buildings as set forth in the Contact Documents.

1.2.32 *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.

1.2.33 *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.

1.2.34 *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.

1.2.35 *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.

1.2.36 *Site* is the land or premises on which the Project is located, as more specifically described in Owner's Project Criteria.

1.2.37 *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.

1.2.38 *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.

1.2.39 *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.

1.2.40 *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.

1.2.41 *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.

1.2.42 *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.

1.2.43 *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.

1.2.44 *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.

1.2.45 *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 very 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 22185.3(b) and 22185.6 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 2449 (13 CCR Section 2449), 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 2449.

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 elected officials, 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 and unconditional release Owner from suppliers' and subcontractors' lien and stop notice 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. 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, mechanic's liens, and/or stop notices 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 To the fullest extent permitted by law, 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, violates any intellectual property right, or 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 and all claims, stop notices, and/or mechanic's liens brought against any 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 and personal injury, sickness and/or death, and 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, its contractors, employees, agents, and/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 For design professional services and to the fullest extent permitted by law, Design-Builder shall, at its sole cost and expense, indemnify, defend 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, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of the Design-Builder, Design Consultant, and/or their 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.

7.5 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 each Owner Indemnitee, subject to reasonable approval of the 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 each Owner Indemnitee of the progress of the defense and of any settlement discussions; and (b) Each Owner Indemnitee shall, at Design-Builder's expense for all of each 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 the 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 Each 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) the 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. Each 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.

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, and/or the expiration of this Agreement.

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 form 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 of the General Conditions 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 and Venue.

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. Venue for any litigation or other legal or equitable action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

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 22185.3(b) 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

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 Exhibit 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;
  - 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 nine (9) personnel;
  - 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

Target Completion Schedule	*Est. Duration*	*Est. Completion*
Phase 1 - Design & Concept Review	4 Months	Fall 2026
Phase 1 - GMP Development/Negotiation	3-4 Months	End of 2026
Notice to Proceed to Phase Two (2) - 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

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.

COMPLIANCE WITH LAWS

Design-Builder 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. Design-Builder 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. Design-Builder shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Design-Builder shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement

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.

Task 1: Project Initiation: Program Validation and Alignment			
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	• Review and validate program materials completed during the Strategic Planning Phase. • Evaluate operational requirements for RBFD. • Establish baseline assumptions for scope, schedule, budget and risk. • Provide documentation of alignment decisions.	Within 30 days of NTP
Task 2: Project Management: Reporting, Meetings and Plans			
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: - Date(s) that the actions are recorded; - Party/person responsible to complete action(s); - Project component related to the action; and - Action due date(s) and other pertinent notes.	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: - Date(s) the decision was recorded; - Project component related to the decision; and - Pertinent notes or docs that contain record of the decision (e.g., meeting, email, etc.).	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: - Risk identification and description; - Project component(s) related to the risk; - Estimated likelihood risk will occur; - Potential impact (e.g., cost, schedule, material, design, etc.) should risk occur; and - Risk management/mitigation strategy.	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: - Purpose and objective; - QA/QC team, roles and responsibilities; - Technical memorandum of QC process; - Design submittal QC process; and - Proposed QA/QC documentation and forms.	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	Design-Builder shall submit a monthly progress report with each monthly invoice, which shall include: - Written narrative summarizing work performed over the past (30-day) progress period and work planned in the next (30-day) progress period; - Monthly progress schedule accounting for the status of activities in Project Baseline Schedule; - Any recommended modifications to the Project Baseline Schedule; - Estimated spending for the next three months; - Updated design, decision and trend logs; - Updated Risk Register; and - Monthly invoice (reference Article 6 - Payment of General Conditions as to required format and monthly periodic deliverables) and supporting documentation including budget status update.	Monthly, and attached to each Application for Payment.

2I	Meetings / Workshops Agendas & Look-Ahead Schedule(s)	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. 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. 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.	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	• Review all existing reports, surveys, and studies provided by the City. • Identify gaps requiring any supplemental field testing, inspections or investigations. • Due diligence necessary for Design Development, including geotechnical, utilities, hazmat, structural assessment, surveys, etc. • Incorporate findings into CD, SD, DD and GMP deliverables as referenced herein.	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	• Prepare temporary facility site design inclusive of grading, utilities, circulation, access control, emergency vehicle pathways, and security measures for personnel and equipment. • Integrate the modular building footprint(s), loads, and utility demands into civil, structural, mechanical, electrical, and plumbing (MEP) design for efficient, code-compliant operations. • Prepare construction documents for all temporary facility site work after having ascertained the character and accessibility of the sites and the surface conditions thereof. • Include temporary facility site construction within the proposed contract price/GMP development.	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	• Conceptual site plans for the facilities. • Conceptual floor plans and adjacencies. • Operational flow diagrams. • High-level phasing strategy for service continuity. • Design narrative describing intent, systems approach, and architectural character. • Order-of-magnitude cost model. • Preliminary integrated schedule. • CD presentation to City staff for final review, direction and approval prior to the SD phase.	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. PDB team shall introduce preliminary building systems and begin integrating site utilities and landscape strategies.	SD Milestone
6B	Deliverables	• Schematic Design site plan, floor plans, building massing and system concepts. • Outlined specifications that identify the Project's major components and building materials. • Updated cost model consistent with budget. • Updated schedule with identified critical path method (CPM). • Draft phasing and logistics plans. • Identification of early works packages (EWPs) including demolition/abatement, utility relocations, early grading, temporary facilities site prep, and long-lead procurement. • SD presentation to City staff for final approval(s).	Within one hundred twenty (120) days of NTP.

Task 7: Design Development (DD) Milestones			
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	• Coordinated architectural, structural, mechanical, electrical, plumbing, and fire protection layouts. • System diagrams and narratives. • Updated DD-level cost estimate(s). • Updated logistics and operational phasing plan. • Refined EWP list. • Updated risk matrix.	Within forty-five (45) days of SD completion date.
7C	100% DD Deliverables	• Fully coordinated 100% DD package suitable for GMP pricing. • Updated cost estimate(s) and reconciliation. • Updated integrated schedule. • Refined operational continuity plan. • DD presentation to City staff for final approval(s).	Within forty-five (45) days of 50% DD completion date.
Task 8: Cost Modeling/Estimate Reconciliation & Schedule/Phasing Development			
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	• Identified, transparent cost estimates and risks, and value opportunities. • Updated design risk register, along with constructability review(s). • Preliminary GMP with system-level breakdowns. • Updated Project schedule, site logistics and phasing plan(s) for operational continuity. Recommendations for EWPs and procurement strategies for long-lead items.	Ongoing and as necessary.
Task 9: Guaranteed Maximum Price (GMP) Development			
9A	Objective	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. 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.	GMP Package

9B	Key Components	• GMP-level drawings and outline specifications. • Detailed schedule of values (SOV) including: a. Subdivision of work into parts based on the Work Breakdown Structure (WBS); b. Values for all items comprising the work; and c. Basis for monthly progress applications for payment as part of the open book basis. • Breakdown by trade and system. • List of clarifications, assumptions and exclusions used in the development of the GMP. • Subcontractor bid results and procurement narratives. • Updated, integrated schedule and phasing plan. • Bonds, insurance certificates, and other required documentation and/or supplementary forms.	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.

Task 10: Construction Documents (CD) Milestone			
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	- Drawings and specifications for all disciplines. - Updated cost model. - Updated schedule and critical path analysis. - Constructability refinements. - Updated EWP scope and sequencing.	100% CDs must be permit-ready and stamped by licensed contractors.
Task 11: Cost Estimating			
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	Costs shall be broken down to show/display: - Labor classification and hours (including any overtime and/or night shift as needed); - Equipment and materials; - Any subcontract costs for each item; - All contingency and escalation factors; and - Assessment of risks and risk costs. Cost model shall include: cost details and section for summary costs of major cost categories, markups and contingencies.	Initial/first cost estimate to be updated at any point thereafter based on design changes.
Task 12: Schedule Development			
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	- Schedule shall use critical path method (CPM); - 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; - Schedule shall include activities that require Owner's observation or acceptance; - Planned shutdowns/outages shall not exceed eight (8) hours and require Owner approval, and designs shall include provisions for such; - Tasks for Owner review shall be based on a three (3) week duration aligned with CPM; and - 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.	Updated at min. on a monthly basis, and as needed to reflect significant Project changes, concurrent with design changes.

Task 13: Schedule of Values			
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: - Permitting; - Construction Design Documents; - Engineering services during construction; - Construction and permit compliance; and - Testing, startup, and commissioning.	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.
Task 15: Commissioning, Turnover and Training	
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.
Task 16: Closeout	
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 C

DESIGN-BUILDER'S PERSONNEL & HOURLY RATES

City of Redondo Beach
FS1 & FS2
RFQ/P# 2526-PW002

Staff Rate Table - Phase 1

SWINERTON

Classification	Name	Current Employee	Estimated Hours	Hourly Rate
Swinerton				
Operations		Y		
Operations Manager	Besim Fejzagic		2	255.83
Project Executive	Michele Prata	Y	190	220.73
Sr Project Manager				194.38
Project Manager	Bret Kret	Y	94	169.07
Assist Project Manager	Aiden Carter	Y		148.87
				0.00
Sr Project Engineer				121.06
Project Engineer	TBD		40	102.11
Intern Project Engineer				76.11
Field Operation Manager	Roger Bruce	Y	24	295.65
General Superintendent				250.78
Sr Superintendent				228.28
Superintendent	Victor Camposeco	Y	102	182.15
Assist Superintendent	Phil Chomicki	Y		156.24
Precon & Estimating				
Preconstruction Director	Mark Heit	Y	115	255.46
Preconstruction Executive				246.92
Sr Preconstruction Manager	Harry Lu	Y	498	246.92
Preconstruction Manager				210.85
Design Build Manager				192.67
Director of Support				164.32
Chief Estimator	Ken Kubota	Y	16	234.90
Estimating Manager	Dennis Teo	Y	170	219.12
Sr Estimator	TBD		64	197.89
Lead Estimator	TBD		530	152.96
Estimator	TBD		352	146.08
Estimating Coordinator	Ruth Perez	Y	13	80.25
Support Services				
Sr Scheduler	Jeff Crooks	Y	6	178.88
Scheduler	Anas Sheaber	Y	24	161.06
VDC Manager	Breawn Felix	Y	34	169.21
VDC Engineer	David Nagy	Y	228	91.74

City of Redondo Beach
FS1 & FS2
RFQ/P# 2526-PW002

Staff Rate Table - Phase 1

Classification	Name	Current Employee	Estimated Hours	Hourly Rate
Sr Mech/Elec/Plumb Superin	Mark Renz	Y	84	174.31
Mech/Elect/Plumb Superintendent				165.12
Division Safety Manager				199.94
Safety Manager				163.86
Safety Representative				151.14
Senior Quality Control Mana	Brian McCaw	Y	16	184.48
Quality Control Manager				157.52
Quality Control Engineer				135.20
Admin & Accouting				
Sr Project Accountant				88.40
Project Accountant				88.40
Sr Project Field Admin				98.80
Project Field Admin				82.12
Sr Admin Assistant				92.03
Admin Assistant				77.80
Self Perform				
Director of Self Perform				255.46
Director of Preconstruction - Self Perform				217.01
Senior Estimator - Self Perform			42	181.92
Estimator - Self Perform			72	140.49
Senior Superintendent - Self Perform				196.67

City of Redondo Beach
FS1 & FS2
RFQ/P# 2526-PW002

Staff Rate Table - Phase 1

SWINERTON

Classification	Name	Current Employee	Estimated Hours	Hourly Rate
Design Services				
Civil Engineering				
Principal	Kathereen Shinkai	Y	80	$ 315.00
Senior Project Manager	Anthony Tsui	Y	250	$ 225.00
Design Coordinator	TBD	Y	350	$ 175.00
Landscape				
Principal	Kari Kikuta	Y	10	$ 315.00
Project Manager	Michael Michalek	Y	100	$ 215.00
Project Designer	Danielle Cleveland	Y	100	$ 215.00
Design Coordinator	TBD	Y	150	$ 175.00
Designer	TBD	Y	140	$ 140.00
Structural Engineering				
Principal	Bryan Seamer	Y	10	$ 315.00
Project Manager	John Wilson	Y	125	$ 215.00
Project Engineer	Mohan Cehng	Y	150	$ 175.00
Design Coordinator	TBD	Y	150	$ 175.00
Designer	TBD	Y	150	$ 140.00
Architecture				
Principal	Jeremy Hart	Y	80	$ 315.00
Managing Director	Will Oren	Y	500	$ 215.00
Project Designer	Ti Than	Y	400	$ 215.00
Project Architect	Tracey Powl	Y	250	$ 215.00
Design Coordinator	TBD	Y	550	$ 175.00
Designer	TBD	Y	500	$ 140.00
Interior Design				
Managing Director	Chris Lentz	Y	20	$ 265.00
Project Designer	Brenda Beza	Y	80	$ 215.00
Design Coordinator	Heather Tapia	Y	100	$ 175.00
Mechanical Engineering				
Principal	Erik Ring	Y	15	$ 315.00
Project Manager	Krystie Nelson	Y	150	$ 265.00
Designer	TBD	Y	175	$ 140.00
Plumbing				
Principal	Erik Ring	Y	15	$ 315.00
Project Manager	Jared Plummer	Y	225	$ 215.00
Designer	TBD	Y	175	$ 140.00

City of Redondo Beach
FS1 & FS2
RFQ/P# 2526-PW002

Staff Rate Table - Phase 1

Classification	Name	Current Employee	Estimated Hours	Hourly Rate
Electrical Engineering				
Managing Director	Aldo Bacuzzi	Y	175	$ 265.00
Design Coordinator	TBD	Y	100	$ 175.00
Designer	TBD	Y	125	$ 140.00
Lighting Design				
Project Designer	Becky Ceballos	Y	110	$ 215.00

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.
   Swinerton Builders is a privately held corporation.
2. Please list the Design-Build entity's current or intended shareholders, partners, or members.
   Swinerton Builders is a wholly-owned subsidiary of Swinerton Incorporated.
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? Yes
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? No
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? Yes
6. Do all of the firms included in the SOQ have workers' compensation insurance? Yes
7. Does the Proposer's construction firm have a workers' safety program in place? Yes
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? Yes

   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.

I certify under penalty of perjury that the information provided in the foregoing is true and correct.

Authorized Signature: 

Printed Name: Besim Fejzagic

Title and Company Name: Director of Public/Civic, Swinerton Builders

Date: March 13, 2026

A0666560

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

AUG 31 2007

RESTATED ARTICLES OF INCORPORATION
OF
SWINERTON BUILDERS
A California Corporation

Gordon W. Marks and Luke P. Argilla certify that:

1. They are the President and the Secretary, respectively, of Swinerton Builders, a California corporation.

2. The Articles of Incorporation of said corporation shall be restated to read in full as follows:

ONE

The name of this corporation is SWINERTON BUILDERS.

TWO

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE

The county in the State of California where the principal office for the transaction of business of this corporation is to be located is the City and County of San Francisco.

FOUR

This corporation is authorized to issue only one class of shares of stock. The total number of such shares shall be One Million (1,000,000), the par value of each such share of stock shall be Two Dollars and Fifty Cents ($2.50) per share, and the aggregate par value of all shares shall be Two Million Five Hundred Thousand Dollars ($2,500,000.00).

FIVE

This corporation elects to be governed by all of the provisions of the California General Corporation Law of 1977 not otherwise applicable to it under Chapter 23 thereof.

SIX

The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

SEVEN

This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaws, resolutions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code.

3. The foregoing Restated Articles of Incorporation has been approved by the Board of Directors of said corporation.

4. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 191,173. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

Date: Aug 7, 2007

Gordon W. Marks, President

Date: Aug 7, 2007

Luke P. Argilla, Secretary

Gordon W. Marks and Luke P. Argilla each declares under penalty of perjury that the matters set forth in the foregoing Certificate are true and correct of his own knowledge and that this declaration was executed on August 7, 2007 at San Francisco, California.

Gordon W. Marks

Luke P. Argilla

OFFICE OF THE SECRETARY OF STATE

Contractors License

CA Lic. #92 was issued in October 1929.

Swinerton Builders' current and valid general building contractor's license, Class B, is in good standing with the California contractor's license board. It has not been suspended or revoked at any time.



LICENSE CLASSIFICATION / TYPE	QUALIFIER	EXPIRATION
A - General Engineering Contractor	R. Haj	8/31/2027
B - General Building Contractor	R. Haj	8/31/2027
C2 - Insulation & Acoustical	R. Haj	8/31/2027
C4 - Boiler, Hot Water Heating & Steam Fitting	R. Haj	8/31/2027
C5 - Framing & Rough Carpentry	R. Haj	8/31/2027
C6 - Cabinet, Millwork & Finish Carpentry	R. Haj	8/31/2027
C8 – Concrete	R. Haj	8/31/2027
C9 – Drywall	K. Dancey	8/31/2027
C10 – Electrical	M. Renz	8/31/2027
C12 - Earthwork & Paving	R. Haj	8/31/2027
C21 – Building Moving, Demolition	G. Nuno	8/31/2027
C29 – Masonry	R. Haj	8/31/2027
C33 - Painting & Decorating	R. Haj	8/31/2027
C35 - Lathing & Plastering	R. Haj	8/31/2027
C39 – Roofing	R. Haj	8/31/2027
C50 - Steel, Reinforcing	R. Haj	8/31/2027
C61/D28 - Doors, Gates, and Activating Devices	R. Haj	8/31/2027
Cert – ASB - Certification: Asbestos	G. Nuno	8/31/2027

Professional Licenses

License Holder	License No.	License Type	Expiration
Casey R. Chapin	C35839	Architect	11/20/2027
Charles K. Williams	C30523	Architect	07/31/2027
Erin Blanenau	C38974	Architect	05/21/2027
Jeremy C. Hart	C29148	Architect	03/31/2027
Melody Tang	C35167	Architect	10/31/2027
Kari J. Kikuta	4932	Landscape Architect	04/20/2027
Erik Ring	31731	Mechanical Engineer	06/30/2027
Bryan Seamer	4899	Structural Engineer	06/30/2026
Bryan Seamer	63135	Civil Engineer	06/30/2026
Kathereen M. Shinkai	68369	Civil Engineer	09/30/2027
John M. Cruikshank	50792	Civil Engineer	09/20/2027

Arthur J. Gallagher Risk Management Services LLC
595 Market Street, Suite 2100, San Francisco, CA 94105
2121 N California Blvd, Suite 350, Walnut Creek, CA 94596
CA Lic # 0726293
United States

M 415.391.1500
T 800.500.7202
F 415.391.1882
ajg.com

Gallagher

Insurance | Risk Management | Consulting

August 5, 2024

Re: Workers' Compensation Coverage for Swinerton

To Whom It May Concern:

Arthur J. Gallagher Risk Management Services LLC (Gallagher Construction Services) is the insurance broker of Swinerton.

By way of this letter we certify that Swinerton and its affiliate companies M D Builders, Inc. SAK Builders, Inc. and Timberlab, Inc. has/had Workers' Compensation Coverage with the following carriers:

• 8/1/19 to 8/1/20	The First Liberty Insurance Corp.	WA6-66D066493-039
• 8/1/20 to 8/1/21	The First Liberty Insurance Corp.	WA6-66D066493-030
• 8/1/21 to 8/1/22	The First Liberty Insurance Corp.	WA6-66D066493-031
• 8/1/22 to 8/1/23	The First Liberty Insurance Corp.	WA6-66D066493-032
• 8/1/23 to 8/1/24	The First Liberty Insurance Corp.	WA6-66D066493-033
• 8/1/24 to 8/1/25	The First Liberty Insurance Corp.	WA6-66D066493-034

The Workers' Compensation coverage applies to all states except DC, GU, MA, PR, ND, OH, VI, WA WY, and WI. Should you have any questions regarding Swinerton's insurance program please contact me directly.

Sincerely,

Frances K. Tsui

Area Vice President
D (415) 536-8424
www.ajg.com | Frances_Tsui@ajg.com
Arthur J. Gallagher Risk Management Services LLC
CA License #0D69293

Worker Safety Program

A True Safety Mindset

Make Safety a Habit—Your Family Needs You, is the rallying cry for everyone on a Swinerton jobsite. It shows why and how we do what we do: a true safety mindset is the default for everyone who works with Swinerton because everyone deserves to go home safely, every day.

Jobsite safety does more than protect people, however. It has positive ripple effects on project quality, productivity, cost savings, and efficiency—all of which benefit our clients.

Resting on a foundational approach, Swinerton's Health and Safety Program works to establish a safety mindset. At every step of every project, our team and partners focus on the industry-recognized strategies, processes, and actions that are known to have the greatest measurable impact on safety, including comprehensive safety plans, meticulous pre-planning, ongoing training, and daily mentoring. By building these actions into our process, we ensure that safety truly becomes a habit.

As a result, Swinerton boasts **an exemplary safety rating, with a 2025 Experience Modification Rate (EMR) of 0.70 in California**, well below the national average of 1.00.

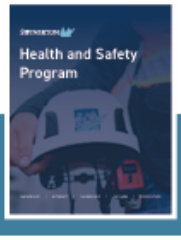
- In 2025, Swinerton and its affiliates achieved a **Lost Time Incident Rate of 0.15** compared to the general building industry average lost time rate of 1.10.
- The **Recordable Incident Rate was 1.1** compared to the industry average recordable rate of 2.50.

Health & Safety Program

To create a clear, consistent, and concise document for our craft and operations personnel in the field, Swinerton streamlined its Health and Safety Program to fully encompass the company's national reach. While our continuous emphasis on safety remains unchanged, our documentation for processes and expectations is clearer and more accessible than ever before.

The Health and Safety Program Document includes the following sections that provide personnel with relevant information and processes on Swinerton jobsites:

- **Injury and Illness Prevention Program (IIPP)** which details roles and responsibilities, communication, hazard assessment and correction, incident investigation, training, and many additional topics.
- **Code of Safe Work Practices** which explains the expectations for safe work for self-perform trades and operations.
- **Program Elements** which details specific safety practices for all types of construction work, including crane operations, electrical safety, fire prevention, PPE, tools, and many additional topics.
- **Health and Environmental Programs** which include instructions for hazardous materials, heat illness prevention, infection control, respiratory protection, and more.



Scan or Click here to read Swinerton Builder's Health and Safety Program

	2023	2024	2025	3-yr Avg.
Experience Modification Rate	0.63	0.62	0.70	0.65
Recordable Incident Rate	1.93	0.86	1.76	1.52
Lost Time Incident Rate	0.08	0.14	0.31	0.17

Liberty Mutual. INSURANCE

Liberty Mutual Insurance
157 Berkeley St.
Boston, MA 02116

July 17, 2025

To Whom It May Concern

RE: Swinerton Builders - Experience Modification

Dear Sir or Madam:

First Liberty Mutual Insurance Corporation is the insurance carrier for Swinerton Builders. By means of this letter, we confirm the following experience modification history, effective August 1:

WCIRB – California	NCCI – Most other States
ID No.: 5-00-72-R	ID No.: 910679686
2025-2026 - .70	2025-2026 - .68
2024-2025 - .62	2024-2025 - .54
2023-2024 - .63	2023-2024 - .60
2022-2023 - .59	2022-2023 - .58

Please feel free to contact me if you have any questions in regards to this letter.

Sincerely,

Andrew Shaw
Executive Underwriter
Major Accounts – Construction
Work: (857) 224-6817
Cell: (857) 270-1953

Q. 5.3.6 Appendix C

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: Besim Fejzagic

Title and Company Name: Director of Public/Civic, Swinerton Builders

Date: March 13, 2026

Design-Build Entities

Firm Name	Discipline	CA Lic. No.	Primary Contact	Email/Phone
Swinerton Builders	General Contractor	92	Besim Fejzagic Director of Public/Civic	bfejzagic@swinerton.com 949.468.8582
LPA	Architecture	C29148	Jeremy Hart Principal, Design Director	jhart@lpadesignstudios.com 949.701.4046
JMC2	Civil Engineering	50792	John Cruikshank President & CEO	jcruikshank@JMC-2.com 310.241.6550 ext. 228

Subcontractor List

Subcontractor/Trade Partner Name	Business Address	License No./ Classification	Portion of Work/ Trade	% of Work or Est. Value ($)	DIR Registration No.
Swinerton Self-Perform Concrete	200 N Main Street, Santa Ana CA 92701	92 C8	Foundations & Structural Concrete	TBD	1000000296
Swinerton Self-Perform Drywall	200 N Main Street, Santa Ana CA 92701	92 C9	Drywall	TBD	1000000296
Swinerton Self-Perform Doors, Frames Hardware	200 N Main Street, Santa Ana CA 92701	92 C61/D28	Doors, Frames & Hardware	TBD	1000000296

Pre-Construction Trade Partners

Trade Partner	Role During Phase 1	Anticipated Role in Phase 2	Selection Method (e.g., expertise, early trade)	CA License No. & DIR Registration
Nova Services	Geotechnical Investigation	Geotechnical Investigation	Early Trade	1000007909
Swinerton Self-Perform Concrete	Foundations & Structural Concrete	Foundations & Structural Concrete	Self Perform	92 / 1000000296
Swinerton Self-Perform Drywall	Drywall	Drywall	Self Perform	92 / 1000000296
Swinerton Self-Perform Doors, Frames Hardware	Doors, Frames & Hardware	Doors, Frames & Hardware	Self Perform	92 / 1000000296
Plumbing TBD - Bid at 100% DD		Plumbing	TBD	
Fire Protection TBD - Bid at 100% DD		Fire Protection	TBD	
HVAC TBD - Bid at 100% DD		HVAC	TBD	
Electrical & Low Voltage TBD - Bid at 100% DD		Electrical & Low Voltage	TBD	

Swinerton Builders (Proposer) is the General Contractor. Our design team structure is primarily composed of specialists from our design partner, LPA. We've had strong success collaborating with LPA to develop a comprehensive MEP Criteria with 100% DD documents early in the design phase. This approach enables us to take the package to market early and award both the MEP engineering and trade contracts simultaneously, streamlining coordination and delivery.

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?	☐	☒
2	Do you represent any firm, organization or person who is in litigation with the City of Redondo Beach?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Redondo Beach?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒

* 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: Besim Fejzagic

Title and Company Name: Director of Public/Civic, Swinerton Builders

Date: March 13, 2026

APPENDIX E
NON-COLLUSION DECLARATION

Title 23 United States Code Section 112, and
California Code, Public Contract Code (PCC) Section 7106

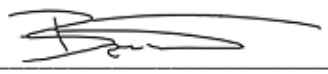
The undersigned declares:

I am the Director of Public/Civic of Swinerton Builders, 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 March 13, 2026 [date], at Los Angeles [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 22185.4.

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:

Untitled Project, Job No. TBD

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, 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:_____
Its: _____	Its:_____
By: _____	By: _____
Name: _____	Name:_____
Its: _____	Its:_____
(Seal)	(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.

Zurich North America Surety
4 Embarcadero Center #3740
San Francisco, CA 94111

Phone: 415-538-7100
Fax: 415-538-7366
http://www.zurichna.com

March 5, 2026

City of Redondo Beach
415 Diamond Street, Door 2
Redondo Beach, CA 90277

Re: Swinerton Builders
RFQ/P# 2526-PW002 Reconstruct Fire Stations 1 & 2

To Whom It May Concern:
The surety requirements for Swinerton Builders are handled by Zurich American Insurance Company, (since 2003) NAIC #16535. Contact: Carolina Benedict, Four Embarcadero Center, Suite 3740, San Francisco, California 94111 Telephone (818) 625-2311, in partnership with Liberty Mutual Insurance Company, (since 1992) NAIC #23043 Contact: Raymond Wu, One Embarcadero Center, Suite 1320, San Francisco, CA 94111, Telephone (415) 537-2509, both California Admitted Carriers authorized to issue surety bonds in the State of California, and highly regarded surety companies. The sureties have never had to complete any work on their behalf.

Zurich American Insurance Company and Liberty Mutual Insurance Company have provided surety credit to Swinerton Builders for single projects to $2,000,000,000 in the past and for an aggregate level of $10,000,000,000. This is not to be construed as the maximum the sureties would entertain for this contractor but has satisfied their normal needs in the past. Zurich American Insurance Company is rated "A+" (Superior) with a financial size category of XV ($2 billion+) by AM Best and has a US Treasury Limit of $563,120,000. Liberty Mutual Insurance Company is rated "A" (Excellent), Class XV and has a US Treasury Limit of $2,248,066,000. Arthur J. Gallagher Risk Management Services LLC, 50 California Street, 12th Fl., San Francisco, CA 94111 has been the Surety Broker for Swinerton Builders for over 34 years.

If Swinerton Builders is awarded a contract and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Swinerton Builders and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact us.

Very truly yours,
Zurich American Insurance Company / Liberty Mutual Insurance Company

By: _____
Janet C. Rojo, Attorney-in-Fact

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 San Francisco)

On March 5, 2026 before me, K. Zerounian, Notary Public
(insert name and title of the officer)

personally appeared Janet C. Rojo,
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.

K. ZEROUNIAN
Notary Public - California
San Francisco County
Commission # 2522525
My Comm. Expires Jul 5, 2029

Signature _____ (Seal)

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Susan HECKER, K. ZEROUNIAN, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, Robert P. WRIXON, Kevin RE, Virginia L. BLACK, Salina KO, Thuyduong LE, Brittany KAVAN, Julia ORTEGA, Douglas B. BOWRING, Matthew KALAFATIS, Misty R HEMJE, Courtney CHEW, Maria D. REYNOSO, Tina K. NIERENBERG, Harold FOY, Shawndrae N. JOHNSTON, Forrest CHAMBERLAIN of San Francisco,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 01st day of August, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 01st day of August, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of March, 2026

SEAL SEAL SEAL

MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8215027-024125

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino; Brian Cooper; Brittany Kavan; Forrest Chamberlain; Harold Foy; Janet C. Rojo; Julia Ortega; K. Zerounian; Kevin Re; M. Moody; Maria D. Reynoso; Maureen O'Connell; Misty R. Hemje; Robert P. Wrixon; Salina Ko; Shawndrae N. Johnston; Susan Hecker; Thuyduong Le; Tina K. Nierenberg; Virgina L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of November, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of November, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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 22185.4.

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.

Payment Bond

(Labor and Material)

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:

Untitled Project, Job No. TBD

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code 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, 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:_____
Its: _____	Its:_____
By: _____	By: _____
Name: _____	Name:_____
Its: _____	Its:_____
(Seal)	(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.

GENERAL LIABILITY ENDORSEMENT

CITY OF REDONDO BEACH

415 DIAMOND STREET

Insurance Company _____ Policy Number _____

Policy Term (From) _____ (To) _____Endorsement Effective Date _____

Named Insured _____

Address of Named Insured _____

Limit of Liability any One Occurrence/Aggregate $_____/_____

General Liability Aggregate Applies Separately to This Project/Location:
Yes _____ No _____

Deductible or Self-Insured Retention (None unless otherwise specified): _____

Coverage is equivalent to Commercial General Liability occurrence form CG 0001:

Yes _____ No _____

POLICY AMENDMENTS

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

_____
(Name/Department)

_____
(Company)

_____
(Address)

_____
(City/State/Zip)

_____
(Phone)

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

_____
Signature - Authorized Representative / Title

_____
Organization

_____
Address/Telephone

_____
Date

AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF REDONDO BEACH

415 DIAMOND STREET

POLICY INFORMATION

Insurance Company _____ Policy Number _____

Policy Term (From) _____ (To) _____ Endorsement Effective Date _____

Named Insured _____

Address of Named Insured _____

Limit of Liability any One Occurrence/Aggregate $_____/_____

Deductible or Self-Insured Retention (None unless otherwise specified): _____

Coverage is equivalent to Commercial Auto form CA 0001, Code 1 ("any auto") on endorsement CA 0025: Yes _____ No _____

POLICY AMENDMENTS

1. **WHO IS AN INSURED** (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

_____
(Name/Department)

_____
(Company)

_____
(Address)

_____
(City/State/Zip)

_____
(Phone)

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

_____
Signature - Authorized Representative / Title

_____
Organization

_____
Address/Telephone

_____
Date

WAIVER OF SUBROGATION AND CONTRIBUTION

CITY OF REDONDO BEACH

415 DIAMOND STREET

The contractor and the insurer, jointly and severally, on behalf of themselves, and all parties claiming under or through them, hereby waive all rights of subrogation and contribution against the City of Redondo Beach and its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "City"), while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in connection with the performance of the work under the designated contract by the contractor, its subcontractors, and their respective officers, agents and employees thereof, regardless of any prior, concurrent, or subsequent active or passive negligence by City.

Designated Contract: **Untitled Project, Job No. TBD**

Name of Contractor: _____
Name of Insurer: _____
Policy No(s): _____

CONTRACTOR	INSURER
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

_____

_____

_____

(Name, Address and Phone No. of Contractor)

Date: _____

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA. 90277

Subject: Untitled Project, Job No. TBD

Dear Sir/Madam:

(Contractor's Name) hereby assumes sole responsibility for any and all deductibles on all its Policies, and shall cover any and all claims that might arise out of working by/for (Contractor's Name) on the above subject project, that said deductibles might not cover.

_____
Authorized Representative

Name: _____

Title: _____

Gallagher
Insurance | Risk Management | Consulting

Arthur J. Gallagher Risk Management Services LLC.
2121 N. California Blvd., Suite 350, Walnut Creek, CA 94596
P.O. Box 7443, San Francisco, CA 94120-7443
CA Lic #0D69293
United States

M 415.546.9300
F 415.536.8499
ajg.com

March 4, 2026

City of Redondo Beach
Public Works Department
415 Diamond Street, Door 2
Redondo Beach, CA 90277

RE: RFQ/P #2526-PW002 Reconstruct Fire Stations 1 & 2

To Whom It May Concern:

Arthur J. Gallagher Risk Management Services LLC. is the insurance broker for Swinerton Incorporated/Swinerton Builders.

This letter confirms that Swinerton currently maintains insurance coverage with carriers, which have the capacity to meet the insurance requirements as outlined in Appendix H Insurance Requirements of the RFQ/P for Progressive Design-Build Services RFQ/P #2526-PW002.

If you have any questions regarding Swinerton insurance program, please contact me directly.

Sincerely,

Mandi K. Ching
Client Service Manager
D (415) 288-1643
www.ajg.com | Mandi_Ching@ajg.com
Arthur J. Gallagher Risk Management Services LLC.
CA License #0D69293

City of Redondo Beach

Progressive Design-Build Agreement

This **AGREEMENT** is made as of the 7th day of July in the year of 2026, 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:

Swinerton Builders
1150 S. Olive Street, 27th Floor
Los Angeles, CA 90015

PROJECT:

Measure FP - Public Safety General Obligation Bond Measure
Rebuild of Police Headquarters and Renovation of Police Annex Facility Subproject

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 to this Agreement, DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract"), sets forth the definitions for defined terms in the Contract Documents, unless otherwise defined in this Agreement.

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. The prices ("bid" or "fees") established under Section 7.1.3 hereof and as reflected in the Design-Builder's best and final offer (BAFO) dated May 4, 2026, and revised July 1, 2026.

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, all of which are incorporated by reference herein, 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 Agreement 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: RFQ/P No. 2526-PW003; and Design-Builder's Submittal and Cost Proposal (March 25, 2026), Presentation Package (April 21, 2026), and Best and Final Offer [BAFO] (May 4, 2026, and revised July 1, 2026).

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 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 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 one thousand two hundred sixty (1,260) 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. 100% Schematic Design (SD) within one hundred forty (140) calendar days of the Date of Commencement for Phase 1 Services.

b. 100% Design Development (DD) and Phase 2 Price Proposal submittal within two hundred fifty (250) calendar days of the Date of Commencement for Phase 1 Services.

c. Substantial Completion within the earlier of (a) nine hundred sixty (960) calendar 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.

6.4.1 Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Completion Date (the "Phase 2 LD Date"), Design-Builder shall pay Owner five thousand dollars ($5,000) 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 one million nine hundred six thousand five hundred ninety-two dollars ($1,906,592) 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.

7.1.1.1 Phase 1 Services Contract Price is deemed to constitute the following:

a. Design services, including program validation, conceptual design, schematic design and design development necessary to support the development of the GMP, but excluding construction documents and construction administration, in the not-to-exceed sum of one million seven hundred seven thousand four dollars ($1,707,004);

b. Pre-construction services, such as estimating, scheduling, phasing/logistics planning, and constructability reviews for the Design-Builder and its subcontractors or consultants, in the not-to-exceed sum of four hundred thousand four hundred thirty-seven dollars ($400,437); and

c. Less a combined program discount for leveraging one integrated team across the Measure FP subprojects of two hundred thousand eight hundred forty-nine dollars ($200,849).

d. McClaren, Wilson & Lawrie, Inc. ("MWL") shall serve as a technical advisor in a design assist role to provide specialty design data, details and specifications to the Architect of Record and support the Design-Builder through LPA Design Studios. The costs associated with MWL's services are included within the Design-Builder's Phase 1 Services Contract Price and shall be invoiced through LPA Design Studios in accordance with Exhibit D.

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 Phase 2 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.

7.1.3.1 Design completion services, including design consultant fees for preparation of construction documents, in the not-to-exceed sum of one million one hundred twenty thousand one hundred seventy-three dollars ($1,120,173).

7.1.3.2 Construction administration services through Project closeout in the not-to-exceed sum of one million sixty-five thousand fifty-five dollars ($1,065,055).

7.1.3.3 General conditions (GC)/general requirements (GR) on a monthly basis in the not-to-exceed sum of one hundred eighty-eight thousand one hundred twenty-six dollars ($188,126), based on an assumed Phase 2 construction duration of twenty-four (24) months.

a. In the event the parties collaboratively work during Phase 1 to reach agreement on a reduced construction duration for Phase 2 Work, the total GC/GR shall be proportionally reduced, with such savings realized by the City and incorporated into the GMP.

7.1.3.4 Overhead and profit (Design-Builder's Fee) in an amount not to exceed four percent (4.00%) of the Cost of the Work (construction costs), exclusive of GC/GR, contingencies, escalation, insurance, and payment and performance bonds.

7.1.3.5 Payment and performance bonds in an amount not to exceed one-half of one percent (0.50%) of the Cost of the Work (construction costs).

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 an amount not to exceed the percentage set forth in Section 7.1.3.4 above.

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 as established in Section 7.1.3.4 above.

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 not to exceed the percentage established in Section 7.1.3.4 and applied to the additional Costs of the Work incurred for that Change Order, plus any other markups set forth in the Contract Price Amendment, if any.

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 an amount not to exceed the percentage set forth in Section 7.1.3.4 above.

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 C 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 no 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. Such costs shall not be subject to additional markup, overhead, or profit.

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, to the extent not already included within GC/GR compensated pursuant to Section 7.1.3.3.

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), and further provided that such costs are not already included GC/GR compensated pursuant to Section 7.1.3.3.

7.5.1.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work, to the extent not separately compensated pursuant to Section 7.1.3.

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 expressly 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, willful misconduct, or breach of this Agreement.

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, excluding corporate overhead, enterprise software, and general business operations costs.

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.

7.5.2.6 Costs included within the negotiated GC/GR, overhead and profit, and/or bond percentages established under Section 7.1.3 above shall also constitute non-reimbursable costs.

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:

☒ Twenty percent (20%) to Design-Builder and eighty percent (80%) 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 C; 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 by the twenty-first (21st) 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%) 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 22185.5(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:

Luke Smude, Assistant to the City Manager
415 Diamond Street, Redondo Beach, CA 90277, 310-697-3236

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:

Dustin Alamo, Vice President, Griffin Structures
1 Technology Drive, Building I, Suite 829, Irvine, CA 92618, 949-497-9000, x263

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:

Besim Fejzagic, Director of Public/Civic
1150 S. Olive Street, 27th Floor, Los Angeles, CA 90015, 949-468-8582

10.2.2 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:

Besim Fejzagic, Director of Public/Civic
1150 S. Olive Street, 27th Floor, Los Angeles, CA 90015, 949-468-8582

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 - General Conditions of Contract

Exhibit A - Owner's Project Criteria

Exhibit B - Scope of Services

Exhibit C - Design-Builder's Personnel and Hourly Rates

Exhibit D - MWL Fee Calculation Worksheet

Appendix A - Other Terms and Conditions [Included within Attachment 1 - RFQ/P]

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

Attachment 1 - Request for Qualifications/Proposals (RFQ/P)

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.

12.3 Standard Owner Terms

12.3.1 By execution of this Agreement and upon City's issuance of a written "Notice to Proceed", Owner 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 Owner'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 Owner's prior written authorization, Design-Builder will not be entitled to compensation for such services.

12.3.2 Design-Builder acknowledges, represents and warrants that Design-Builder 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.

12.3.3 Design-Builder 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 Owner; provided, however, that Owner may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

12.3.4 Design-Builder acknowledges, represents and warrants that Design-Builder 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. Design-Builder further acknowledges, represents and warrants that Design-Builder has no business relationship or arrangement of any kind with any Owner official or employee with respect to this Agreement. Design-Builder acknowledges that in the event that Design-Builder 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 Owner forthwith. This provision shall survive the termination of this Agreement for one (1) year.

12.3.5 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".

12.3.6 No Owner official or employee shall be personally liable for any default or liability under this Agreement.

12.3.7 This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Design-Builder and Owner may be used to assist in the interpretation of the exhibits to this Agreement.

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

_____

James A. Light, Mayor
City of Redondo Beach

Date: _____

ATTEST:

_____

Eleanor Manzano, City Clerk

APPROVED AS TO LEGAL FORM:

_____

Joy A. Ford, City Attorney

_____

Diane Strickfaden, Risk Manager

DESIGN-BUILDER:
SWINERTON BUILDERS
a California Corporation

By: _____
(Chairman/President/Vice President)

John R.W. (Bobby) Jennings
Vice President and Division Manager

And: _____
(Secretary/Treasurer/Financial Officer)

Bradley K. Peterson
Executive Vice President/Chief Financial Officer

Date: _____

EXHIBIT "1"

GENERAL CONDITIONS OF CONTRACT

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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 not 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 *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.

1.2.24 *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.

1.2.25 *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.

1.2.26 *Owner or City* means the City of Redondo Beach, California.

1.2.27 *Owner Indemnitees* has the meaning assigned to such term in Article 4 of the General Conditions of Contract.

1.2.28 *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.

1.2.29 *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.

1.2.30 *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.

1.2.31 *Project* means the total design, phasing and construction of the Owner's public safety facilities or buildings as set forth in the Contact Documents.

1.2.32 *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.

1.2.33 *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.

1.2.34 *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.

1.2.35 *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.

1.2.36 *Site* is the land or premises on which the Project is located, as more specifically described in Owner's Project Criteria.

1.2.37 *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.

1.2.38 *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.

1.2.39 *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.

1.2.40 *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.

1.2.41 *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.

1.2.42 *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.

1.2.43 *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.

1.2.44 *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.

1.2.45 *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 very 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 22185.3(b) and 22185.6 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 2449 (13 CCR Section 2449), 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 2449.

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 elected officials, 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 and unconditional release Owner from suppliers' and subcontractor's lien and stop notice 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. 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, mechanic's liens, and/or stop notices 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 To the fullest extent permitted by law, 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, violates any intellectual property right, or 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 and all claims, stop notices, and/or mechanic's liens brought against any 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 and personal injury, sickness and/or death, and 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, its contractors, employees, agents, and/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 For design professional services and to the fullest extent permitted by law, Design-Builder shall, at its sole cost and expense, indemnify, defend 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, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of the Design-Builder, Design Consultant, and/or their 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.

7.5 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 each Owner Indemnitee, subject to reasonable approval of the 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 each Owner Indemnitee of the progress of the defense and of any settlement discussions; and (b) Each Owner Indemnitee shall, at Design-Builder's expense for all of each 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 the 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 Each 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) the 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. Each 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.

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, and/or the expiration of this Agreement.

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 form 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 of the General Conditions 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 and Venue.

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. Venue for any litigation or other legal or equitable action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

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 22185.3(b) 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

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 Exhibit 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, where feasible. In support of this primary goal, the City recognizes that programmatic efficiencies or cost savings identified during Phase 1 may warrant reallocation of budget originally contemplated for the Annex Building renovation toward enhancements or expansion of the primary Police Headquarters facility at either the Civic Center or Annex site.

  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. Respondents shall be prepared to explore alternative scope distributions between the Headquarters and Annex facilities that best support long-term operational effectiveness, resilience, and adaptability.

  Furthermore, Respondents shall offer their recommendations for how the Phase 1 Design Development will test whether a more integrated PD HQ facility can be achieved within the Measure FP funding envelope at either site.

- 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

Target Completion Schedule	*Est. Duration*	*Est. Completion*
Notice to Proceed to Phase One (1)	Start / NTP	Summer 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) - 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

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.

COMPLIANCE WITH LAWS

Design-Builder 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. Design-Builder 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. Design-Builder shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Design-Builder shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement

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.

Task 1: Project Initiation: Program Validation and Alignment			
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	• Review and validate program materials completed during the Strategic Planning Phase. • Evaluate operational requirements for RBPD. • Establish baseline assumptions for scope, schedule, budget and risk. • Provide documentation of alignment decisions.	Within 30 days of NTP
Task 2: Project Management: Reporting, Meetings and Plans			
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: - Date(s) that the actions are recorded; - Party/person responsible to complete action(s); - Project component related to the action; and - Action due date(s) and other pertinent notes.	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: - Date(s) the decision was recorded; - Project component related to the decision; and - Pertinent notes or docs that contain record of the decision (e.g., meeting, email, etc.).	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: - Risk identification and description; - Project component(s) related to the risk; - Estimated likelihood risk will occur; - Potential impact (e.g., cost, schedule, material, design, etc.) should risk occur; and - Risk management/mitigation strategy.	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: - Purpose and objective; - QA/QC team, roles and responsibilities; - Technical memorandum of QC process; - Design submittal QC process; and Proposed QA/QC documentation and forms.	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	Design-Builder shall submit a monthly progress report with each monthly invoice, which shall include: - Written narrative summarizing work performed over the past (30-day) progress period and work planned in the next (30-day) progress period; - Monthly progress schedule accounting for the status of activities in Project Baseline Schedule; - Any recommended modifications to the Project Baseline Schedule; - Estimated spending for the next three months; - Updated design, decision and trend logs; - Updated Risk Register; and Monthly invoice (reference Article 6 - Payment of General Conditions as to required format and monthly periodic deliverables) and supporting documentation including budget status update.	Monthly, and attached to each Application for Payment.

2I	Meetings / Workshops Agendas & Look-Ahead Schedule(s)	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. 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. 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.	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	• Review all existing reports, surveys, and studies provided by the City. • Identify gaps requiring any supplemental field testing, inspections or investigations. • Due diligence necessary for Design Development, including geotechnical, utilities, hazmat, structural assessment, surveys, etc. • Incorporate findings into CD, SD, DD and GMP deliverables as referenced herein.	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 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	• Prepare temporary facility site design inclusive of grading, utilities, circulation, access control, emergency vehicle pathways, and security measures for personnel and equipment. • Integrate the modular building footprint(s), loads, and utility demands into civil, structural, mechanical, electrical, and plumbing (MEP) design for efficient, code-compliant operations. • Prepare construction documents for all temporary facility site work after having ascertained the character and accessibility of the sites and the surface conditions thereof. • Include temporary facility site construction within the proposed contract price/GMP development.	Completion prior to Phase 2, with the possibility of a separate GMP negotiation/ 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	• Conceptual site plans for the facilities. • Conceptual floor plans and adjacencies. • Operational flow diagrams. • High-level phasing strategy for service continuity. • Design narrative describing intent, systems approach, and architectural character. • Order-of-magnitude cost model. • Preliminary integrated schedule. • CD presentation to City staff for final review, direction and approval prior to the SD phase.	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	• Schematic Design site plan, floor plans, building massing and system concepts. • Outlined specifications that identify the Project's major components and building materials. • Updated cost model consistent with budget. • Updated schedule with identified critical path method (CPM). • Draft phasing and logistics plans. • Identification of early works packages (EWPs) including demolition/abatement, utility relocations, early grading, temporary facilities site prep, and long-lead procurement. • SD presentation to City staff for final approval(s).	Within one hundred twenty (120) days of NTP.

Task 7: Design Development (DD) Milestones			
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	• Coordinated architectural, structural, mechanical, electrical, plumbing, and fire protection layouts. • System diagrams and narratives. • Updated DD-level cost estimate(s). • Updated logistics and operational phasing plan. • Refined EWP list. • Updated risk matrix.	Within forty-five (45) days of SD completion date.
7C	100% DD Deliverables	• Fully coordinated 100% DD package suitable for GMP pricing. • Updated cost estimate(s) and reconciliation. • Updated integrated schedule. • Refined operational continuity plan. • DD presentation to City staff for final approval(s).	Within forty-five (45) days of 50% DD completion date.
Task 8: Cost Modeling/Estimate Reconciliation & Schedule/Phasing Development			
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	• Identified, transparent cost estimates and risks, and value opportunities. • Updated design risk register, along with constructability review(s). • Preliminary GMP with system-level breakdowns. • Updated Project schedule, site logistics and phasing plan(s) for operational continuity. • Recommendations for EWPs and procurement strategies for long-lead items.	Ongoing and as necessary.
Task 9: Guaranteed Maximum Price (GMP) Development			
9A	Objective	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. 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.	GMP Package

9B	Key Components	• GMP-level drawings and outline specifications. • Detailed schedule of values (SOV) including: a. Subdivision of work into parts based on the Work Breakdown Structure (WBS); b. Values for all items comprising the work; and c. Basis for monthly progress applications for payment as part of the open book basis. • Breakdown by trade and system. • List of clarifications, assumptions and exclusions used in the development of the GMP. • Subcontractor bid results and procurement narratives. • Updated, integrated schedule and phasing plan. • Bonds, insurance certificates, and other required documentation and/or supplementary forms.	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.

Task 10: Construction Documents (CD) Milestone			
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	- Drawings and specifications for all disciplines. - Updated cost model. - Updated schedule and critical path analysis. - Constructability refinements. - Updated EWP scope and sequencing.	100% CDs must be permit-ready and stamped by licensed contractors.
Task 11: Cost Estimating			
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	Costs shall be broken down to show/display: - Labor classification and hours (including any overtime and/or night shift as needed); - Equipment and materials; - Any subcontract costs for each item; - All contingency and escalation factors; and - Assessment of risks and risk costs. Cost model shall include: cost details and section for summary costs of major cost categories, markups and contingencies.	Initial/first cost estimate to be updated at any point thereafter based on design changes.
Task 12: Schedule Development			
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	- Schedule shall use critical path method (CPM); - 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; - Schedule shall include activities that require Owner's observation or acceptance; - Planned shutdowns/outages shall not exceed eight (8) hours and require Owner approval, and designs shall include provisions for such; - Tasks for Owner review shall be based on a three (3) week duration aligned with CPM; and - 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.	Updated at min. on a monthly basis, and as needed to reflect significant Project changes, concurrent with design changes.

Task 13: Schedule of Values			
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: - Permitting; - Construction Design Documents; - Engineering services during construction; - Construction and permit compliance; and - Testing, startup, and commissioning.	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.
Task 15: Commissioning, Turnover and Training	
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.
Task 16: Closeout	
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 C

DESIGN-BUILDER'S PERSONNEL & HOURLY RATES

City of Redondo Beach
Police Department HQ
RFQ/P# 2526-PW003

Staff Rate Table - Phase 1

Classification	Name	Current Employee	Estimated Hours	Hourly Rate
Swinerton				
Operations		Y		
Operations Manager	Besim Fejzagic		2	255.83
Project Executive	Michele Prata	Y	190	220.73
Sr Project Manager				194.38
Project Manager	Michael Tommey	Y	94	169.07
Assist Project Manager	Jennifer Calderon	Y		148.87
				0.00
Sr Project Engineer				121.06
Project Engineer	Solomon Arevalo	Y	40	102.11
Intern Project Engineer				76.11
Field Operation Manager	Roger Bruce	Y	24	295.65
General Superintendent				250.78
Sr Superintendent				228.28
Superintendent	David Cahill	Y	102	182.15
Assist Superintendent				156.24
Precon & Estimating				
Preconstruction Director	Mark Heit	Y	115	255.46
Preconstruction Executive				246.92
Sr Preconstruction Manager	Jim Brain	Y	498	246.92
Preconstruction Manager				210.85
Design Build Manager				192.67
Director of Support				164.32
Chief Estimator	Ken Kubota	Y	16	234.90
Estimating Manager	Dennis Teo	Y	170	219.12
Sr Estimator	Alex Yang	Y	64	197.89
Lead Estimator	Vahid Balali	Y	530	152.96
Estimator	Peyman Rahgozar	Y	352	146.08
Estimating Coordinator	Ruth Perez	Y	13	80.25
Support Services				
Sr Scheduler	Jeff Crooks	Y	6	178.88
Scheduler	Anas Sheaber	Y	24	161.06
VDC Manager	Breawn Felix	Y	34	169.21
VDC Engineer	David Nagy	Y	228	91.74

City of Redondo Beach
Police Department HQ
RFQ/P# 2526-PW003

Staff Rate Table - Phase 1



Classification	Name	Current Employee	Estimated Hours	Hourly Rate
Sr Mech/Elec/Plumb Superin	Mark Renz	Y	84	174.31
Mech/Elect/Plumb Superintendent				165.12
Division Safety Manager				199.94
Safety Manager				163.86
Safety Representative				151.14
Senior Quality Control Mana	Brian McCaw	Y	16	184.48
Quality Control Manager				157.52
Quality Control Engineer				135.20
Admin & Accouting				
Sr Project Accountant				88.40
Project Accountant				88.40
Sr Project Field Admin				98.80
Project Field Admin				82.12
Sr Admin Assistant				92.03
Admin Assistant				77.80
Self Perform				
Director of Self Perform				255.46
Director of Preconstruction - Self Perform				217.01
Senior Estimator - Self Perform			42	181.92
Estimator - Self Perform			72	140.49
Senior Superintendent - Self Perform				196.67

City of Redondo Beach
Police Department HQ
RFQ/P# 2526-PW003

Staff Rate Table - Phase 1



Classification	Name	Current Employee	Estimated Hours	Hourly Rate
Design Services				
Civil Engineering				
Principal	Kathereen Shinkai	Y	60	$ 315.00
Senior Project Manager	Anthony Tsui	Y	180	$ 225.00
Design Coordinator	Roman Antonio	Y	240	$ 175.00
Landscape				
Principal	Kari Kikuta	Y	20	$ 315.00
Project Manager	Michael Michalek	Y	200	$ 215.00
Project Designer	Danielle Cleveland	Y	200	$ 215.00
Design Coordinator	Jessie Hong	Y	300	$ 175.00
Designer	Katharine Owens	Y	200	$ 140.00
Structural Engineering				
Principal	Bryan Seamer	Y	20	$ 315.00
Project Manager	John Wilson	Y	300	$ 215.00
Project Engineer	Mohan Cehng	Y	450	$ 175.00
Design Coordinator	Wilson Lu	Y	200	$ 175.00
Designer	Jose Ocampo	Y	250	$ 140.00
Architecture				
Principal	Jeremy Hart	Y	80	$ 315.00
Project Manager	Erin Blankeneau	Y	470	$ 215.00
Project Designer	Casey Chapin	Y	585	$ 215.00
Project Architect	Melody Tang	Y	300	$ 215.00
Design Coordinator	Michael Gonzaguirre	Y	650	$ 175.00
Designer	Juliette Fournier	Y	600	$ 140.00
Interior Design				
Managing Director	Chris Lentz	Y	250	$ 265.00
Project Designer	Brenda Beza	Y	250	$ 215.00
Design Coordinator	Heather Tapia	Y	260	$ 175.00
Designer	Mandy Vu	Y	400	$ 140.00
Mechanical Engineering				
Principal	Erik Ring	Y	50	$ 315.00
Project Manager	Krystie Nelson	Y	300	$ 265.00
Designer	Jared Klingsporn	Y	350	$ 140.00
Plumbing				
Principal	Erik Ring	Y	40	$ 315.00
Project Manager	Jared Plummer	Y	450	$ 215.00

City of Redondo Beach
Police Department HQ
RFQ/P# 2526-PW003

Staff Rate Table - Phase 1

Classification	Name	Current Employee	Estimated Hours	Hourly Rate
Designer	Tin Tran	Y	250	$ 140.00
Electrical Engineering				
Managing Director	Aldo Bacuzzi	Y	250	$ 265.00
Design Coordinator	Maureen McShane	Y	300	$ 175.00
Designer	Shima Kaheh	Y	200	$ 140.00
Lighting Design				
Project Designer	Becky Ceballos	Y	225	$ 215.00

MWL - Phase 1				
Sr Principal	McClaren	Y	420	$ 320.00
Architect	Seiter	Y	550	$ 205.00
BIM Tech	Salazar	Y	202	$ 185.00

City of Redondo Beach
Police Department HQ
RFQ/P# 2526-PW003

Staff Rate Table - Phase 2



Classification	Name	Current Employee	Estimated Hours	Hourly Rate
Swinerton				
Operations				
Operations Manager	Besim Fejzagic	Y		282.91
Project Executive	Michele Prata	Y	285	243.44
Sr Project Manager				214.37
Project Manager	Michael Tommey	Y	2950	186.47
Assist Project Manager	Jennifer Calderon	Y	2852	164.18
Sr Project Engineer				133.51
Project Engineer				112.61
Intern Project Engineer				83.94
Field Operation Manager	Roger Bruce	Y	285	333.82
General Superintendent				276.58
Sr Superintendent				251.77
Superintendent	David Cahill	Y	3096	200.89
Assist Superintendent			1141	172.31
Precon & Estimating				
Preconstruction Director	Mark Heit	Y		281.74
Preconstruction Executive				272.32
Sr Preconstruction Manager	Jim Brain	Y		272.32
Preconstruction Manager				232.54
Design Build Manager				281.74
Director of Support				
Chief Estimator	Ken Kubota	Y		281.22
Estimating Manager	Dennis Teo	Y		241.66
Sr Estimator	Alex Yang	Y		218.25
Lead Estimator	Vahid Balali	Y		168.70
Estimator	Peyman Rahgozar	Y		161.11
Estimating Coordinator	Ruth Perez	Y		88.50
Support Services				
Sr Scheduler	Jeff Crooks	Y		197.28
Scheduler	Anas Sheaber	Y		177.64
VDC Manager	Breawn Felix	Y		186.62
VDC Engineer	David Nagy	Y		101.18

City of Redondo Beach
Police Department HQ
RFQ/P# 2526-PW003

Staff Rate Table - Phase 2

SWINERTON

Classification	Name	Current Employee	Estimated Hours	Hourly Rate
Sr Mech/Elec/Plumb Superir	Mark Renz	Y		192.25
Mech/Elect/Plumb Superintendent				182.11
Division Safety Manager				211.40
Safety Manager				180.72
Safety Representative				166.69
Senior Quality Control Mana	Brian McCaw	Y		211.40
Quality Control Manager				203.45
Quality Control Engineer				173.72
Admin & Accouting				
Sr Project Accountant				
Project Accountant			402	97.50
Sr Project Field Admin				108.97
Project Field Admin			570	90.57
Sr Admin Assistant				
Admin Assistant				

City of Redondo Beach
Police Department HQ
RFQ/P# 2526-PW003

Staff Rate Table - Phase 2



Classification	Name	Current Employee	Estimated Hours	Hourly Rate
Design Services				
Civil Engineering				
Principal	Kathereen Shinkai	Y	30	$ 315.00
Senior Project Manager	Anthony Tsui	Y	500	$ 225.00
Design Coordinator	Roman Antonio	Y	400	$ 175.00
Landscape				
Principal	Kari Kikuta	Y	10	$ 315.00
Project Manager	Michael Michalek	Y	200	$ 215.00
Project Designer	Danielle Cleveland	Y	20	$ 215.00
Design Coordinator	Jessie Hong	Y	200	$ 175.00
Designer	Katharine Owens	Y	200	$ 140.00
Structural Engineering				
Principal	Bryan Seamer	Y	10	$ 315.00
Project Manager	John Wilson	Y	180	$ 215.00
Project Engineer	Mohan Cehng	Y	350	$ 175.00
Design Coordinator	Wilson Lu	Y	200	$ 175.00
Designer	Jose Ocampo	Y	150	$ 140.00
Architecture				
Principal	Jeremy Hart	Y	60	$ 315.00
Managing Director	Will Oren	Y	750	$ 215.00
Project Designer	Ti Than	Y	200	$ 215.00
Project Architect	Tracey Powl	Y	1750	$ 215.00
Design Coordinator	Michael Gonzaguirre	Y	750	$ 175.00
Designer	Juliette Fournier	Y	1250	$ 140.00
Interior Design				
Managing Director	Chris Lentz	Y	300	$ 265.00
Project Designer	Brenda Beza	Y	65	$ 215.00
Design Coordinator	Heather Tapia	Y	300	$ 175.00
Designer	Mandy Vu	Y	400	$ 140.00
Mechanical Engineering				
Principal	Erik Ring	Y	20	$ 315.00
Project Manager	Krystie Nelson	Y	60	$ 265.00
Plumbing				
Principal	Erik Ring	Y	20	$ 315.00
Project Manager	Jared Plummer	Y	60	$ 215.00

City of Redondo Beach
Police Department HQ
RFQ/P# 2526-PW003

Staff Rate Table - Phase 2

Classification	Name	Current Employee	Estimated Hours	Hourly Rate
Electrical Engineering				
Managing Director	Aldo Bacuzzi	Y	100	$ 265.00
Lighting Design				
Project Designer	Becky Ceballos	Y	55	$ 215.00

MWL - Phase 2				
Sr Principal	McClaren	Y	152	$ 320.00
Architect	Seiter	Y	140	$ 205.00
BIM Tech	Salazar	Y	16	$ 185.00

EXHIBIT D

SCOPE / FEE FOR MCCLAREN, WILSON & LAWRIE, INC.

Owner's Technical Advisor / Design Assist

Consulting Architects - MWL	HOURS SR. PRINC McClaren	ARCHT Seiter	BIM TECH Salazar	TOTAL	Venue
Predesign / Project Definition Phases					
KO / Set up project files administration					OFC
Input past programming data into MWL format					OFC
Program Validation / Prioritization Workshops					OFC
• Revise SF template into MWL format					OFC
• On-site Staff Meetings					Trip #1
• Summarize Site Meetings					OFC
Finalize program spreadsheet					OFC
Identify Options / Bid Alternatives					OFC
Confirm SF Summary					WEB
Finalize program spreadsheet					OFC
TOTAL HOURS				174	
HOURLY RATE	$320	$205	$185		
LABOR	$22,400	$21,320	$0	$43,720	
COST OF TRAVEL				$5,177	
TOTAL FEE				$48,897	

Plus Anticipated Reimbursable Travel Expenses:			
Airfare (AA Main Cabin)	2	591	**$ 1,300**
Hotels (Redondo Beach Tapestry)	6	298	**$ 1,967**
Rental Car	8	125	**$ 1,100**
Per Diem (Meals)	4	125	**$ 550**
Airport Parking / Couriers Etc.	4	65	**$ 260**
			$ 5,177

Notes:

1. ALL TRAVEL is budgeted as part of MWL lump sum. No receipts are provided. Most travel costs assume 14-day advance notice.

2. Recommendations for all electronic security related devices will be limited to (on behalf of the Owner) identifying the type of product required and a recommended location for the device. Our scope does not include selecting specific product, engineering of the systems or interface and systems integration with hardware.

3. Although MWL will identify where special requirements are needed for ventilation etc., we are not mechanical engineers and cannot provide direction or suggest technical requirements for such things as air changes per hour etc. We can only identify where the mechanical engineer needs to address specific needs, such as at narcotic storage rooms and lab areas. MWL will specify Lab casework and fume hoods, but not the exhaust system from the fume hoods.

Abbreviations:

a/e = architect / engineering, MWL = McClaren Wilson & Lawrie, OFC = office, SF = square feet, tbd = to be determined, ve = value engineering

Concept / Schematic Design (Owner's technical design assistance to a/e team)					
KO / Set up project files administration					OFC
Set up initial site stacking options					OFC
Set up initial staff workplace / construction sequencing options					OFC
Site Stack Options Review Workshop					
Prepare graphics for PD / City review					OFC
On-site workshop to review stack / sequence options					Trip #2
Assist A/E team in initial floor and site plan development / refinement (adjacency options)					OFC
Assist City in providing input on A/E floor plan development					OFC
Provide City in furnishing technical design assistance to A/E team: forensic science lab equipment / casework, other special equipment (weapons lockers, evidence lockers / storage etc.), security items / ballistic glazing etc.					OFC
Prepare outline specifications for recommended					OFC
Prepare Owner's room data sheets for pricing of specialty areas. MWL will prepare room data that Identifies special needs for finishes, specialty systems (example: anti-ligature products, sprinkler heads, interview rooms data etc.), specialty security equipment and other recommendations (for incorporation by A/E team)					OFC
Assist Owner W/Weekly Internet mtg's (to review A/E team's schematic design)					WEB
Assist Owner with evaluation of value engineering (VE) options posed by developer team					OFC
Attend phase end on-site SD presentation					Trip #3
Assist City with Owner's review of SD Plans					OFC
TOTAL HOURS				**655**	
HOURLY RATE	$320	$205	$185		
LABOR	$79,680	$54,530	$25,900	**$160,110**	
COST OF TRAVEL				**$5,822**	
TOTAL FEE				**$165,932**	

Plus Anticipated Reimbursable Travel Expenses:			
Airfare (AA Main Cabin)	4	591	**$ 2,600**
Hotels (Redondo Beach Tapestry)	4	298	**$ 1,311**
Rental Car	8	125	**$ 1,100**
Per Diem (Meals)	4	125	**$ 550**
Airport Parking / Couriers Etc.	4	65	**$ 260**
			$ 5,822

Design Phases					
DD Design development phase (Owner's technical design assistance to a/e team)					
Prepare the Owner's security matrix. MWL to identify locations for security devices (visual surveillance devices, surveillance monitors, door access and control devices, duress alarms and intrusion alarms). A/E team will then take this data to ***select all specific devices products, design and engineer the fully integrated security system in full coordination with hardware.***					OFC
Assist Owner in review for conformance with room data sheets.					OFC
Prepare enlarged plans: lab, evidence bag tag, weapons maint. etc. (work may be submitted in sketch form or in BIM - tbd)					OFC
Assist Owner in answering questions posed by builder's a/e team - as final refinement of the plan ocurrs.					OFC
Assist Owner in review of A/E specs (specialties) to review staff lockers, ballistic specialties and glazing, m-rated bollards, evidence equipment and lab equipment.					OFC
Assist owner with recommendations for special audio video systems and placement of video monitors, etc. Design and engineering of AV systems with A/E's low voltage consultant.					OFC
Attend (1) design progress meeting (location tbd)					Trip #4
Assist Owner W/Weekly Internet mtg's (to review A/E team's schematic design)					WEB
Assist Owner with red-line review of progress documents					OFC
Assist Owner with ve questions posed by A/E					OFC
TOTAL HOURS				**343**	
HOURLY RATE	$320	$205	$185		
LABOR	$32,320	$36,900	$11,470	**$80,690**	
COST OF TRAVEL				**$2,911**	
TOTAL FEE				**$83,601**	

Plus Anticipated Reimbursable Travel Expenses:			
Airfare (AA Main Cabin)	2	591	**$ 1,300**
Hotels (Redondo Beach Tapestry)	2	298	**$ 656**
Rental Car	4	125	**$ 550**
Per Diem (Meals)	2	125	**$ 275**
Airport Parking / Couriers Etc.	2	65	**$ 130**
			$ 2,911

Construction Documents					
CD Construction documents					
Assist Owner w/reviews of DBE's progress document (review refinements of specialized details and specifications).					OFC
Attend (1) design progress meeting (location tbd)					Trip #5
Team internet coordination meetings (8)					WEB
Red-line (Bluebeam) review of progress documents					OFC
TOTAL HOURS				**200**	
HOURLY RATE	$320	$205	$185		
LABOR	$28,160	$19,680	$2,960	**$50,800**	
COST OF TRAVEL				**$2,911**	
TOTAL FEE				**$53,711**	

Plus Anticipated Reimbursable Travel Expenses:			
Airfare (AA Main Cabin)	2	591	**$ 1,300**
Hotels (Redondo Beach Tapestry)	2	298	**$ 656**
Rental Car	4	125	**$ 550**
Per Diem (Meals)	2	125	**$ 275**
Airport Parking / Couriers Etc.	2	65	**$ 130**
			$ 2,911

Construction					
Assist Owner w/review of substitution requests / answer bidder questions					OFC
Assist Owner in responses to builder's field information requests (2 per Month X 14 Months)					OFC
Assist Owner in review of builder's submittal's on items police specifialty items.					OFC
Assist Owner in monitoring constr progress: 2 site visits during Construction					Trips # 6,7
Participate W/Owner in punch list: participation limited to one (1) punchlist					Trip #8
TOTAL HOURS				**108**	
HOURLY RATE	$320	$205	$185		
LABOR	$20,480	$9,020	$0	**$29,500**	
COST OF TRAVEL				**$7,527**	
TOTAL FEE				**$37,027**	

Plus Anticipated Reimbursable Travel Expenses:			
Airfare (AA Main Cabin)	6	591	**$ 3,901**
Hotels (Redondo Beach Tapestry)	4	298	**$ 1,311**
Rental Car	8	125	**$ 1,100**
Per Diem (Meals)	6	125	**$ 825**
Airport Parking / Couriers Etc.	6	65	**$ 390**
			$ 7,527

Total Services	Labor	Expenses	Total
Pre-design support	$43,720	$5,177	$48,897
SD	$160,110	$5,822	$165,932
DD	$80,690	$2,911	$83,601
CD	$50,800	$2,911	$53,711
Construction	$29,500	$7,527	$37,027
Total Proposed Services:	**$364,820**	**$24,347**	**$389,167**

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.
   Swinerton Builders is a privately held corporation.
2. Please list the Design-Build entity's current or intended shareholders, partners, or members.
   Swinerton Builders is a wholly-owned subsidiary of Swinerton Incorporated.
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? Yes
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? No
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? Yes
6. Do all of the firms included in the SOQ have workers' compensation insurance? Yes
7. Does the Proposer's construction firm have a workers' safety program in place? Yes
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? Yes

   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.

I certify under penalty of perjury that the information provided in the foregoing is true and correct.

Authorized Signature: 

Printed Name: Besim Fejzagic

Title and Company Name: Director of Public/Civic, Swinerton Builders

Date: March 13, 2026

A0666560

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

AUG 31 2007

RESTATED ARTICLES OF INCORPORATION
OF
SWINERTON BUILDERS
A California Corporation

Gordon W. Marks and Luke P. Argilla certify that:

1. They are the President and the Secretary, respectively, of Swinerton Builders, a California corporation.

2. The Articles of Incorporation of said corporation shall be restated to read in full as follows:

ONE

The name of this corporation is SWINERTON BUILDERS.

TWO

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE

The county in the State of California where the principal office for the transaction of business of this corporation is to be located is the City and County of San Francisco.

FOUR

This corporation is authorized to issue only one class of shares of stock. The total number of such shares shall be One Million (1,000,000), the par value of each such share of stock shall be Two Dollars and Fifty Cents ($2.50) per share, and the aggregate par value of all shares shall be Two Million Five Hundred Thousand Dollars ($2,500,000.00).

FIVE

This corporation elects to be governed by all of the provisions of the California General Corporation Law of 1977 not otherwise applicable to it under Chapter 23 thereof.

SIX

The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

SEVEN

This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaws, resolutions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code.

3. The foregoing Restated Articles of Incorporation has been approved by the Board of Directors of said corporation.

4. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 191,173. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

Date: Aug 7, 2007 — Gordon W. Marks, President

Date: Aug 7, 2007 — Luke P. Argilla, Secretary

Gordon W. Marks and Luke P. Argilla each declares under penalty of perjury that the matters set forth in the foregoing Certificate are true and correct of his own knowledge and that this declaration was executed on August 7, 2007 at San Francisco, California.

Gordon W. Marks

Luke P. Argilla

OFFICE OF THE SECRETARY OF STATE

Contractors License

CA Lic. #92 was issued in October 1929.

Swinerton Builders' current and valid general building contractor's license, Class B, is in good standing with the California contractor's license board. It has not been suspended or revoked at any time.



LICENSE CLASSIFICATION / TYPE	QUALIFIER	EXPIRATION
A - General Engineering Contractor	R. Haj	8/31/2027
B - General Building Contractor	R. Haj	8/31/2027
C2 - Insulation & Acoustical	R. Haj	8/31/2027
C4 - Boiler, Hot Water Heating & Steam Fitting	R. Haj	8/31/2027
C5 - Framing & Rough Carpentry	R. Haj	8/31/2027
C6 - Cabinet, Millwork & Finish Carpentry	R. Haj	8/31/2027
C8 – Concrete	R. Haj	8/31/2027
C9 – Drywall	K. Dancey	8/31/2027
C10 – Electrical	M. Renz	8/31/2027
C12 - Earthwork & Paving	R. Haj	8/31/2027
C21 – Building Moving, Demolition	G. Nuno	8/31/2027
C29 – Masonry	R. Haj	8/31/2027
C33 - Painting & Decorating	R. Haj	8/31/2027
C35 - Lathing & Plastering	R. Haj	8/31/2027
C39 – Roofing	R. Haj	8/31/2027
C50 - Steel, Reinforcing	R. Haj	8/31/2027
C61/D28 - Doors, Gates, and Activating Devices	R. Haj	8/31/2027
Cert – ASB - Certification: Asbestos	G. Nuno	8/31/2027

Professional Licenses

License Holder	License No.	License Type	Expiration
Casey R. Chapin	C35839	Architect	11/20/2027
Charles K. Williams	C30523	Architect	07/31/2027
Erin Blanenau	C38974	Architect	05/21/2027
Jeremy C. Hart	C29148	Architect	03/31/2027
Melody Tang	C35167	Architect	10/31/2027
Kari J. Kikuta	4932	Landscape Architect	04/20/2027
Erik Ring	31731	Mechanical Engineer	06/30/2027
Bryan Seamer	4899	Structural Engineer	06/30/2026
Bryan Seamer	63135	Civil Engineer	06/30/2026
Kathereen M. Shinkai	68369	Civil Engineer	09/30/2027
John M. Cruikshank	50792	Civil Engineer	09/20/2027

Arthur J. Gallagher Risk Management Services LLC
595 Market Street, Suite 2100, San Francisco, CA 94105
2121 N California Blvd, Suite 350, Walnut Creek, CA 94596
CA Lic # 0726293
United States

M 415.391.1500
T 800.500.7202
F 415.391.1882
ajg.com

Gallagher

Insurance | Risk Management | Consulting

August 5, 2024

Re: Workers' Compensation Coverage for Swinerton

To Whom It May Concern:

Arthur J. Gallagher Risk Management Services LLC (Gallagher Construction Services) is the insurance broker of Swinerton.

By way of this letter we certify that Swinerton and its affiliate companies M D Builders, Inc. SAK Builders, Inc. and Timberlab, Inc. has/had Workers' Compensation Coverage with the following carriers:

• 8/1/19 to 8/1/20	The First Liberty Insurance Corp.	WA6-66D066493-039
• 8/1/20 to 8/1/21	The First Liberty Insurance Corp.	WA6-66D066493-030
• 8/1/21 to 8/1/22	The First Liberty Insurance Corp.	WA6-66D066493-031
• 8/1/22 to 8/1/23	The First Liberty Insurance Corp.	WA6-66D066493-032
• 8/1/23 to 8/1/24	The First Liberty Insurance Corp.	WA6-66D066493-033
• 8/1/24 to 8/1/25	The First Liberty Insurance Corp.	WA6-66D066493-034

The Workers' Compensation coverage applies to all states except DC, GU, MA, PR, ND, OH, VI, WA WY, and WI. Should you have any questions regarding Swinerton's insurance program please contact me directly.

Sincerely,

Frances K. Tsui

Area Vice President
D (415) 536-8424
www.ajg.com | Frances_Tsui@ajg.com
Arthur J. Gallagher Risk Management Services LLC
CA License #0D69293

Worker Safety Program

A True Safety Mindset

Make Safety a Habit—Your Family Needs You, is the rallying cry for everyone on a Swinerton jobsite. It shows why and how we do what we do: a true safety mindset is the default for everyone who works with Swinerton because everyone deserves to go home safely, every day.

Jobsite safety does more than protect people, however. It has positive ripple effects on project quality, productivity, cost savings, and efficiency—all of which benefit our clients.

Resting on a foundational approach, Swinerton's Health and Safety Program works to establish a safety mindset. At every step of every project, our team and partners focus on the industry-recognized strategies, processes, and actions that are known to have the greatest measurable impact on safety, including comprehensive safety plans, meticulous pre-planning, ongoing training, and daily mentoring. By building these actions into our process, we ensure that safety truly becomes a habit.

As a result, Swinerton boasts **an exemplary safety rating, with a 2025 Experience Modification Rate (EMR) of 0.70 in California**, well below the national average of 1.00.

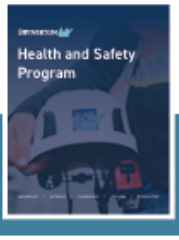
- In 2025, Swinerton and its affiliates achieved a **Lost Time Incident Rate of 0.15** compared to the general building industry average lost time rate of 1.10.
- The **Recordable Incident Rate was 1.1** compared to the industry average recordable rate of 2.50.

Health & Safety Program

To create a clear, consistent, and concise document for our craft and operations personnel in the field, Swinerton streamlined its Health and Safety Program to fully encompass the company's national reach. While our continuous emphasis on safety remains unchanged, our documentation for processes and expectations is clearer and more accessible than ever before.

The Health and Safety Program Document includes the following sections that provide personnel with relevant information and processes on Swinerton jobsites:

- **Injury and Illness Prevention Program (IIPP)** which details roles and responsibilities, communication, hazard assessment and correction, incident investigation, training, and many additional topics.
- **Code of Safe Work Practices** which explains the expectations for safe work for self-perform trades and operations.
- **Program Elements** which details specific safety practices for all types of construction work, including crane operations, electrical safety, fire prevention, PPE, tools, and many additional topics.
- **Health and Environmental Programs** which include instructions for hazardous materials, heat illness prevention, infection control, respiratory protection, and more.



Scan or Click here to read Swinerton Builder's Health and Safety Program

	2023	2024	2025	3-yr Avg.
Experience Modification Rate	0.63	0.62	0.70	0.65
Recordable Incident Rate	1.93	0.86	1.76	1.52
Lost Time Incident Rate	0.08	0.14	0.31	0.17

Liberty Mutual. INSURANCE

Liberty Mutual Insurance
157 Berkeley St.
Boston, MA 02116

July 17, 2025

To Whom It May Concern

RE: Swinerton Builders - Experience Modification

Dear Sir or Madam:

First Liberty Mutual Insurance Corporation is the insurance carrier for Swinerton Builders. By means of this letter, we confirm the following experience modification history, effective August 1:

WCIRB – California	NCCI – Most other States
ID No.: 5-00-72-R	ID No.: 910679686
2025-2026 - .70	2025-2026 - .68
2024-2025 - .62	2024-2025 - .54
2023-2024 - .63	2023-2024 - .60
2022-2023 - .59	2022-2023 - .58

Please feel free to contact me if you have any questions in regards to this letter.

Sincerely,

Andrew Shaw
Executive Underwriter
Major Accounts – Construction
Work: (857) 224-6817
Cell: (857) 270-1953

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: Besim Fejzagic

Title and Company Name: Director of Public/Civic, Swinerton Builders

Date: March 13, 2026

Design-Build Entities

Firm Name	Discipline	CA Lic. No.	Primary Contact	Email/Phone
Swinerton Builders	General Contractor	92	Besim Fejzagic Director of Public/Civic	bfejzagic@swinerton.com 949.468.8582
LPA	Architecture	C29148	Jeremy Hart Principal, Design Director	jhart@lpadesignstudios.com 949.701.4046
JMC2	Civil Engineering	50792	John Cruikshank President & CEO	jcruikshank@JMC-2.com 310.241.6550 ext. 228

Subcontractor List

Subcontractor/Trade Partner Name	Business Address	License No./ Classification	Portion of Work/ Trade	% of Work or Est. Value ($)	DIR Registration No.
Swinerton Self-Perform Concrete	200 N Main Street, Santa Ana CA 92701	92 C8	Foundations & Structural Concrete	TBD	1000000296
Swinerton Self-Perform Drywall	200 N Main Street, Santa Ana CA 92701	92 C9	Drywall	TBD	1000000296
Swinerton Self-Perform Doors, Frames Hardware	200 N Main Street, Santa Ana CA 92701	92 C61/D28	Doors, Frames & Hardware	TBD	1000000296

Pre-Construction Trade Partners

Trade Partner	Role During Phase 1	Anticipated Role in Phase 2	Selection Method (e.g., expertise, early trade)	CA License No. & DIR Registration
Nova Services	Geotechnical Investigation	Geotechnical Investigation	Early Trade	1000007909
Swinerton Self-Perform Concrete	Foundations & Structural Concrete	Foundations & Structural Concrete	Self Perform	92 / 1000000296
Swinerton Self-Perform Drywall	Drywall	Drywall	Self Perform	92 / 1000000296
Swinerton Self-Perform Doors, Frames Hardware	Doors, Frames & Hardware	Doors, Frames & Hardware	Self Perform	92 / 1000000296
Plumbing TBD - Bid at 100% DD		Plumbing	TBD	
Fire Protection TBD - Bid at 100% DD		Fire Protection	TBD	
HVAC TBD - Bid at 100% DD		HVAC	TBD	
Electrical & Low Voltage TBD - Bid at 100% DD		Electrical & Low Voltage	TBD	

Swinerton Builders (Proposer) is the General Contractor. Our design team structure is primarily composed of specialists from our design partner, LPA. We've had strong success collaborating with LPA to develop a comprehensive MEP Criteria with 100% DD documents early in the design phase. This approach enables us to take the package to market early and award both the MEP engineering and trade contracts simultaneously, streamlining coordination and delivery.

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?	☐	☒
2	Do you represent any firm, organization or person who is in litigation with the City of Redondo Beach?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Redondo Beach?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒

* 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: Besim Fejzagic

Title and Company Name: Director of Public/Civic, Swinerton Builders

Date: March 13, 2026

APPENDIX E
NON-COLLUSION DECLARATION

Title 23 United States Code Section 112, and
California Code, Public Contract Code (PCC) Section 7106

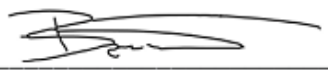
The undersigned declares:

I am the Director of Public/Civic of Swinerton Builders, 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 March 13, 2026 [date], at Los Angeles [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 22185.4.

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:

Untitled Project, Job No. TBD

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, 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:_____
Its: _____	Its:_____
By: _____	By: _____
Name: _____	Name:_____
Its: _____	Its:_____
(Seal)	(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.

Zurich North America Surety
4 Embarcadero Center #3740
San Francisco, CA 94111

Phone: 415-538-7100
Fax: 415-538-7366
http://www.zurichna.com

March 5, 2026

City of Redondo Beach
415 Diamond Street, Door 2
Redondo Beach, CA 90277

Re: Swinerton Builders
RFQ/P# 2526-PW003 – Rebuild the Police Department Headquarters and Renovate the Policy Annex Facility

To Whom It May Concern:
The surety requirements for Swinerton Builders are handled by Zurich American Insurance Company, (since 2003) NAIC #16535. Contact: Carolina Benedict, Four Embarcadero Center, Suite 3740, San Francisco, California 94111 Telephone (818) 625-2311, in partnership with Liberty Mutual Insurance Company, (since 1992) NAIC #23043 Contact: Raymond Wu, One Embarcadero Center, Suite 1320, San Francisco, CA 94111, Telephone (415) 537-2509, both California Admitted Carriers authorized to issue surety bonds in the State of California, and highly regarded surety companies. The sureties have never had to complete any work on their behalf.

Zurich American Insurance Company and Liberty Mutual Insurance Company have provided surety credit to Swinerton Builders for single projects to $2,000,000,000 in the past and for an aggregate level of $10,000,000,000. This is not to be construed as the maximum the sureties would entertain for this contractor but has satisfied their normal needs in the past. Zurich American Insurance Company is rated "A+" (Superior) with a financial size category of XV ($2 billion+) by AM Best and has a US Treasury Limit of $563,120,000. Liberty Mutual Insurance Company is rated "A" (Excellent), Class XV and has a US Treasury Limit of $2,248,066,000. Arthur J. Gallagher Risk Management Services LLC, 50 California Street, 12th Fl., San Francisco, CA 94111 has been the Surety Broker for Swinerton Builders for over 34 years.

If Swinerton Builders is awarded a contract and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Swinerton Builders and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact us.

Very truly yours,
Zurich American Insurance Company / Liberty Mutual Insurance Company

By: _____
Janet C. Rojo, Attorney-in-Fact

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 San Francisco)

On March 5, 2026 before me, K. Zerounian, Notary Public
(insert name and title of the officer)

personally appeared Janet C. Rojo,
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.

K. ZEROUNIAN
Notary Public - California
San Francisco County
Commission # 2522525
My Comm. Expires Jul 5, 2029

Signature _____ (Seal)

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Susan HECKER, K. ZEROUNIAN, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, Robert P. WRIXON, Kevin RE, Virginia L. BLACK, Salina KO, Thuyduong LE, Brittany KAVAN, Julia ORTEGA, Douglas B. BOWRING, Matthew KALAFATIS, Misty R HEMJE, Courtney CHEW, Maria D. REYNOSO, Tina K. NIERENBERG, Harold FOY, Shawndrae N. JOHNSTON, Forrest CHAMBERLAIN of San Francisco,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 01st day of August, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 01st day of August, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of March, 2026

SEAL SEAL SEAL

MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Liberty Mutual. SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8215027-024125

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino; Brian Cooper; Brittany Kavan; Forrest Chamberlain; Harold Foy; Janet C. Rojo; Julia Ortega; K. Zerounian; Kevin Re; M. Moody; Maria D. Reynoso; Maureen O'Connell; Misty R. Hemje; Robert P. Wrixon; Salina Ko; Shawndrae N. Johnston; Susan Hecker; Thuyduong Le; Tina K. Nierenberg; Virgina L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of November, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of November, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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 22185.4.

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.

Payment Bond

(Labor and Material)

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:

Untitled Project, Job No. TBD

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code 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, 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:_____
Its: _____	Its:_____
By: _____	By: _____
Name: _____	Name:_____
Its: _____	Its:_____
(Seal)	(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.

GENERAL LIABILITY ENDORSEMENT

CITY OF REDONDO BEACH

415 DIAMOND STREET

Insurance Company _____ Policy Number _____

Policy Term (From) _____ (To) _____Endorsement Effective Date _____

Named Insured _____

Address of Named Insured _____

Limit of Liability any One Occurrence/Aggregate $_____/_____

General Liability Aggregate Applies Separately to This Project/Location:
Yes _____ No _____

Deductible or Self-Insured Retention (None unless otherwise specified): _____

Coverage is equivalent to Commercial General Liability occurrence form CG 0001:

Yes _____ No _____

POLICY AMENDMENTS

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

_____
(Name/Department)

_____
(Company)

_____
(Address)

_____
(City/State/Zip)

_____
(Phone)

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

_____
Signature - Authorized Representative / Title

_____
Organization

_____
Address/Telephone

_____
Date

AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF REDONDO BEACH

415 DIAMOND STREET

POLICY INFORMATION

Insurance Company _____ Policy Number _____

Policy Term (From) _____ (To) _____ Endorsement Effective Date _____

Named Insured _____

Address of Named Insured _____

Limit of Liability any One Occurrence/Aggregate $_____/_____

Deductible or Self-Insured Retention (None unless otherwise specified): _____

Coverage is equivalent to Commercial Auto form CA 0001, Code 1 ("any auto") on endorsement CA 0025: Yes _____ No _____

POLICY AMENDMENTS

1. **WHO IS AN INSURED** (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

_____
(Name/Department)

_____
(Company)

_____
(Address)

_____
(City/State/Zip)

_____
(Phone)

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

_____
Signature - Authorized Representative / Title

_____
Organization

_____
Address/Telephone

_____
Date

WAIVER OF SUBROGATION AND CONTRIBUTION

CITY OF REDONDO BEACH

415 DIAMOND STREET

The contractor and the insurer, jointly and severally, on behalf of themselves, and all parties claiming under or through them, hereby waive all rights of subrogation and contribution against the City of Redondo Beach and its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "City"), while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in connection with the performance of the work under the designated contract by the contractor, its subcontractors, and their respective officers, agents and employees thereof, regardless of any prior, concurrent, or subsequent active or passive negligence by City.

Designated Contract: **Untitled Project, Job No. TBD**

Name of Contractor: _____
Name of Insurer: _____
Policy No(s): _____

CONTRACTOR	INSURER
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

_____

_____

_____

(Name, Address and Phone No. of Contractor)

Date: _____

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA. 90277

Subject: Untitled Project, Job No. TBD

Dear Sir/Madam:

(Contractor's Name) hereby assumes sole responsibility for any and all deductibles on all its Policies, and shall cover any and all claims that might arise out of working by/for (Contractor's Name) on the above subject project, that said deductibles might not cover.

_____
Authorized Representative

Name: _____

Title: _____

Gallagher
Insurance | Risk Management | Consulting

Arthur J. Gallagher Risk Management Services LLC.
2121 N. California Blvd., Suite 350, Walnut Creek, CA 94596
P.O. Box 7443, San Francisco, CA 94120-7443
CA Lic #0D69293
United States

M 415.546.9300
F 415.536.8499
ajg.com

March 4, 2026

City of Redondo Beach
Public Works Department
415 Diamond Street, Door 2
Redondo Beach, CA 90277

RE: RFQ/P #2526-PW003 Police Department HQ and Renovate the Police Annex Facility

To Whom It May Concern:

Arthur J. Gallagher Risk Management Services LLC. is the insurance broker for Swinerton Incorporated/Swinerton Builders.

This letter confirms that Swinerton currently maintains insurance coverage with carriers, which have the capacity to meet the insurance requirements as outlined in Appendix H Insurance Requirements of the RFQ/P for Progressive Design-Build Services RFQ/P #2526-PW003.

If you have any questions regarding Swinerton insurance program, please contact me directly.

Sincerely,

Mandi K. Ching
Client Service Manager
D (415) 288-1643
www.ajg.com | Mandi_Ching@ajg.com
Arthur J. Gallagher Risk Management Services LLC.
CA License #0D69293

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/8/2026

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).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
50 California Street
12th Floor
San Francisco CA 94111
License#: 0D69293

CONTACT NAME: Project Team
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Starr Indemnity & Liability Company	38318
INSURER C : National Fire & Marine Insurance Co	20079
INSURER D : Zurich American Insurance Company	16535
INSURER E : First Liberty Insurance Corporation	33588
INSURER F :	

INSURED
Swinerton Builders
Swinerton OCLA - Santa Ana
200 Main Street
Santa Ana, CA 92701

COVERAGES **CERTIFICATE NUMBER:** 438300974 **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	
D	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	GLO023224709	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ N/A $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AS2661066493025	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	1000585239251	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA666D066493035	8/1/2025	8/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	2nd Layer Excess	Y	Y	42XSF30224510	8/1/2025	8/1/2026	Each Occ/Agg	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SB Job #26055025P
RE: Redondo Beach Police Headquarters and Annex Building
ADDITIONAL INSURED(S): City of Redondo Beach, its officials, officers, agents, volunteers and employees and all other parties as required by written contract

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

CANCELLATION

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
Arthur J. Gallagher Risk Management Services, LLC

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 0232247-09	Effective Date: 08/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and 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 under 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 a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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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):
A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT THE INSURED IS PERFORMING OPERATIONS; HOWEVER, ONLY ONE GENERAL AGGREGATE LIMIT WILL APPLY TO ALL CONSTRUCTION PROJECTS WHERE THE INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP-UP OR ANY OTHER COMBINED, CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.
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.

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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.

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Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0232247-09	08/01/2025	08/01/2026		09109000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Swinerton Incorporated et al

Address (including ZIP Code): 2001 Clayton Road, Ste 6 & 7
Concord, CA 94520

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 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.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0232247-09	08/01/2025	08/01/2026		09109000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT	30

All other terms and conditions of this policy remain unchanged.

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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 the 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.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

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.

SCHEDULE

Insurance Company:	
Policy Number: AS2-661-066493-025	**Effective Date:** 8/1/2025
Expiration Date: 8/1/2026	
Named Insured:	
Address:	
Additional Insured (Lessor):	**SEE ATTACHED SCHEDULE**
Address:	
Designation Or Description Of "Leased Autos":	**SEE ATTACHED SCHEDULE**

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Coverages	Limit Of Insurance
Covered Autos Liability	**$ Each "Accident"**
Comprehensive	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"**
Collision	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

a. You;

b. Any of your "employees" or agents; or

c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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Policy Number: AS2-661-066493-025
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS 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" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Where required by written contract.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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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.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.
Premium: **$** Included
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.

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Policy Number: AS2-661-066493-025
Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Any person or organization with whom you have agreed through written	Any person or organization with whom you have agreed through written	30
contract, agreement or permit executed to give such notice	contract, agreement or permit executed to give such notice	

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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with its permission.

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.

Not applicable in Alaska, Kentucky, New Hampshire, New Jersey, Kansas and Missouri

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act (K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 through 16-1908 and any amendments thereto). According to the Acts, a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arkansas, Colorado, Delaware, Georgia, Idaho, Illinois, Indiana, Maine, Michigan, Minnesota, Mississippi, Montana, New Mexico, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Vermont, West Virginia, the premium charge is 0% of the total manual premium, subject to a minimum premium of $0 per policy.

In the states of Arizona, North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska, Nevada, Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

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In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of $250 per policy.

In the state of Hawaii, the premium charge is $3,778 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Oklahoma, the premium charge is 2% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total manual premium.

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WA6-66D-066493-035 Effective Date Premium $

Issued to Swinerton Incorporated Endorsement No.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of $250 per policy.

Person or Organization	Job Description
Where required by contract or written agreement prior to loss and allowed by law.	Any

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WA6-66D-066493-035 Effective Date Premium $

Issued to Swinerton Incorporated Endorsement No.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas 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.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown 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 Texas Operations

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WA6-66D-066493-035 Effective Date Premium $

Issued to Swinerton Incorporated Endorsement No.

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NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Any person/organization with whom you have agreed prior to cancellation through written contract, agreement, or permit executed to give such notice		30

All other terms and conditions of this policy remain unchanged.

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WA6-66D-066493-035 Effective Date Premium $

Issued to Swinerton Incorporated Endorsement No.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/8/2026

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).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
50 California Street
12th Floor
San Francisco CA 94111

License#: 0D69293

CONTACT NAME: Project Team
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters at Lloyd's London	15792
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SWININC-07
Swinerton Builders
Swinerton OCLA - Santa Ana
200 Main Street
Santa Ana, CA 92701

COVERAGES **CERTIFICATE NUMBER:** 1147407083 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**		N / A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber			D2BFB3250601	8/1/2025	8/1/2026	Each Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SB Job #26055025P
RE: Redondo Beach Police Headquarters and Annex Building
ADDITIONAL INSURED(S): City of Redondo Beach, its officials, officers, agents, volunteers and employees and all other parties as required by written contract

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

CANCELLATION

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
Arthur J. Gallagher Risk Management Services, LLC

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/8/2026

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).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
50 California Street
12th Floor
San Francisco CA 94111
License#: 0D69293

CONTACT NAME: Project Team
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Navigators Specialty Insurance Company	36056
INSURER B : Steadfast Insurance Company	26387
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Swinerton Builders
Swinerton OCLA - Santa Ana
200 Main Street
Santa Ana, CA 92701

COVERAGES **CERTIFICATE NUMBER:** 339550058 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Pollution Liability	Y	Y	SF25ECPZ04ZREIC	8/1/2025	8/1/2026	Each Incident/Agg	5,000,000
B	Professional Liability			EOC653650602	8/1/2025	8/1/2026	Each Claim/Agg	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SB Job #26055025P
RE: Redondo Beach Police Headquarters and Annex Building
ADDITIONAL INSURED(S)(Pollution Only): City of Redondo Beach, its officials, officers, agents, volunteers and employees and all other parties as required by written contract

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

CANCELLATION

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
Arthur J. Gallagher Risk Management Services, LLC

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Notification to Others of Cancellation, Nonrenewal, or Reduction of Limits Endorsement

(Notice to Scheduled Persons or Organizations)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. EOC 6536506-02	Effective Date: 08/01/2025

This endorsement modifies insurance provided under the following:

Contractor's Protective Professional Indemnity and Liability Insurance Policy

It is agreed that:

The following is added to Section **IX. CONDITIONS**:

Notice to Others of Cancellation, Nonrenewal, or Reduction of Limits:

1. If we cancel or nonrenew this policy for any reason other than nonpayment of premium, or we reduce the limits other than by payment of **Claims**, we shall mail or deliver by electronic notification a copy of such notice of cancellation, nonrenewal, or reduction of limits to the name and address corresponding to each person or organization shown in the Schedule below at least the number of days' notice shown in the Schedule below prior to the effective date.

2. If we cancel this policy by written notice to you for nonpayment of premium, then we shall mail or deliver by electronic notification a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least ten (10) days prior to the effective date of cancellation.

3. If notice as described in Paragraphs **1.** or **2.** above is mailed, then proof of mailing will be sufficient proof of notice.

4. Our notification as described in Paragraphs **1.** or **2.** above is intended as a courtesy only. Our failure to provide such notification will not:

a. extend the policy cancellation date;

b. negate the cancellation; or

c. provide any additional insurance that would not have been provided in the absence of this Condition.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person or organization with whom you have agreed, through written contract agreement or permit	30

All other terms, conditions, provisions and exclusions of this policy remain the same.

Effective 12:01 AM Std Time: August 1, 2025 **Issued to:** Swinerton Incorporated

Policy Number: SF25ECPZ04ZREIC **Company:** Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS ENDORSEMENT
(PRIMARY NON-CONTRIBUTORY)

1. It is hereby agreed that the persons or entities scheduled below qualify as insureds under SECTION II. WHO IS AN INSURED**,** but only with respect to a **pollution incident** arising out of **your work**.

Scheduled Additional Insureds

Any person or organization as required by written contract.

Any clients for whom you perform your work but only when required by written contract with your client provided the contract is executed and effective prior to the date the pollution incident first commenced, and only for the lesser of the amount stated in the contract or the applicable limits of liability in this policy.

2. Solely with respect to the additional insureds scheduled above, the following is added to SECTION IV. CONDITIONS, paragraph 16. Other Insurance:

Notwithstanding any other provision to the contrary in this Policy, with respect to the additional insureds scheduled above, and only when required by written contract, the insurance afforded by this policy shall be primary and non-contributory with any other valid and collectible insurance and our obligations are not affected by any such other insurance.

3. Nothing in this endorsement shall operate or be construed to increase any of the limits of liability under this policy.

4. No coverage is afforded under this Policy for any **loss** arising out of a scheduled additional insured's own liability, sole negligence, or willful or deliberate misconduct.

All other terms, conditions, and exclusions shall remain the same.

Effective 12:01 AM Std Time: August 1, 2025 **Issued to:** Swinerton Incorporated

Policy Number: SF25ECPZ04ZREIC **Company:** Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION ENDORSEMENT (SCHEDULED PERSON OR ENTITY)

Solely with respect to the person(s) or entity(ies) scheduled below, it is hereby agreed that SECTION IV. CONDITIONS, paragraph 23. Subrogation, is amended by the addition of the following:

Notwithstanding the foregoing, we agree to waive our right of subrogation against the persons or entities scheduled below but only with respect to **your work** performed under a contract with such person or entity entered into prior to the commencement of the **pollution incident** giving rise to **loss** hereunder.

SCHEDULE OF PERSON(S) OR ENTITY(IES)

Any person or organization as required by written contract.

All other terms, conditions, and exclusions shall remain the same.

Effective 12:01 AM Std Time: August 1, 2025 **Issued to:** Swinerton Incorporated

Policy Number: SF25ECPZ04ZREIC **Company:** Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO SCHEDULED PARTY(IES) ENDORSEMENT

It is hereby agreed the following is added to SECTION IV. CONDITIONS, paragraph 5. Cancellation:

In addition to providing notice of cancellation to the **first named insured**, we agree to provide written notice of cancellation to the party(ies) scheduled below in this endorsement (hereinafter referred to as the "Scheduled Party(ies)").

Such notice to any Scheduled Party(ies) will be sent at least:

(1) ten (10) days in advance prior to the date cancellation is to be effective upon the **first named insured** in the case of failure to pay a premium when due; or

(2) thirty (30) days prior to the date cancellation is to be effective upon the **first named insured** in the case of cancellation for any reason other than failure to pay a premium when due.

The mailing of notice as noted shall be sufficient proof of notice to any Scheduled Party(ies). Delivery (where permitted by law) of such written notice by us shall be equivalent to mailing.

Notwithstanding the foregoing, the failure to provide notice to any one or more of the Scheduled Party(ies) will not operate to cancel, revoke or otherwise nullify cancellation by us that has been properly executed upon the **first named insured**. The effective date and hour of cancellation stated in a properly executed notice to the **first named insured** will become the end of the **policy period** for all insureds.

Scheduled Party(ies)

NAME	ADDRESS
All entities as required per schedule on file with broker, to be provided to us 60 days prior to cancellation.	Addresses will be provided to us 60 days prior to cancellation.

All other terms, conditions, and exclusions shall remain the same.

Administrative Report

N.2., **File #** 26-0768 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION ON THE CITY'S GENERAL PLAN UPDATE

DIRECT STAFF TO INCLUDE THE LATEST HOUSING ELEMENT UPDATE IN THE ARTICLE XXVII TRAFFIC ANALYSIS RELATED TO THE PROPOSED GENERAL PLAN MODIFICATIONS

PROVIDE DIRECTION ON THE SCOPE OF THE GENERAL PLAN LAND USE ELEMENT AND ZONING ORDINANCE MODIFICATIONS TO BE CONSIDERED FOR ADMINISTRATIVE APPROVAL BY AUGUST 4, 2026 AND THE CORRESPONDING BALLOT MEASURE TO BE SCHEDULED FOR THE NOVEMBER 2026 GENERAL ELECTION

EXECUTIVE SUMMARY

The General Plan is comprised of various State required elements and provides long-term policy direction to guide the physical development and sustainability of the City. 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 and implementation. Adoption of the updated Land Use Element (LUE) is scheduled for late July or early August. The remaining elements (Open Space & Conservation, Safety, and Noise) are scheduled for adoption in late summer or fall of 2026. The purpose of this discussion item is to provide the City Council and community with a final opportunity to discuss the draft LUE update prior to consideration of adoption.

Some of the amendments to the LUE update and associated Zoning Ordinances constitute a "Major Change in Allowable Land Use" which are subject to Article XXVII of the City's Charter and will be voted on as part of the general election on November 3, 2026. The specific changes triggering this requirement include the proposed increases in floor area ratio (FAR) along Artesia and Aviation Boulevards, setting a FAR limit in the Public Institutional Zones, and minor changes to FAR in some of the City's commercial and industrial zones. Staff is seeking direction on the scope of the ballot measure in relations to these land use changes.

Pursuant to Article XXVII, a Traffic Study and Land Use Analysis associated with the major changes in land use has been posted on the City's website (See attached link) 30 days prior to adoption and are available to the public. Staff is seeking the City Council's direction on whether the recent Housing Element Updates, adopted on May 5, 2026, should be included in the Article XXVII Traffic analysis as part of the "current plan." Additionally, it is recommended that the Council give direction

on the scope of the General Plan Land Use Element and Zoning Ordinance modifications to be considered for adoption by August 4, 2026, and the corresponding ballot measure to be placed on the November 3, 2026 General Election.

BACKGROUND

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 in the LUE related to implementation of the 6th Cycle Housing Element, along with other non-Housing Element related residential amendments, would be adopted first. This occurred on November 5, 2024. Since that time, the City Council has taken the following actions on the General Plan:

- August 5, 2025 - The City Council conducted a focused discussion on LUE policies related to Artesia and Aviation Boulevards, and expressed support for increasing the FAR from 0.6 to 1.5 to incentivize commercial reinvestment and help achieve the vision of the Artesia and Aviation Corridors Area Plan (AACAP). The City Council later reviewed associated amendments to development standards in the Zoning Ordinance that aligned with the higher FAR and included provisions for rooftop dining.

- January 6, 2026 - The City Council conducted a discussion on LUE policies related to historic preservation and directed staff to maintain policies that continue to value historic properties while promoting a voluntary historic designation process.

- January 20, 2026 - The City Council conducted focused discussions on the allowed building floor area ratio (FARs) for Public Institutional (PI) properties. The City Council supported maintaining FARs and land use designations as originally proposed in the draft updated LUE, with the exception of the Beach Cities Health District campus, which Council directed to consider setting at 1.25 FAR to accommodate future services.

- March 3, 2026 - The City Council reviewed and provided policy direction on changes to the land use designations from Public “P” to “OS” (Parks and Open Space) for all, or portions of, three School District owned properties identified as Alta Vista Elementary School Fields; the former Franklin School Site (Friendship Campus); and Lincoln Elementary School Fields. Regarding the three sites, the City Council made separate motions directing the following: 1) that the land use designations at Alta Vista be updated so that “P” and “OS” designations follow the fence line separating Alta Vista School and Alta Vista Park; 2) to maintain a “P” designation for the portion of the property occupied by Friendship Campus and an “OS” for Franklin Park; and 3) that the “OS” designation at Lincoln Elementary be applied to the area above the baseball fields and parking lot.

- May 5, 2026 - The City Council adopted amendments to the 6th Cycle 2021-2029 Housing Element and associated Zoning Ordinance (2nd reading on May 12, 2026). The amendments replaced the Affordable Housing Overlay zones, required to meet the City’s Regional Housing Needs Allocation (RHNA), with High Density Multi-Family Residential (65 du/ac) and Mixed-Use zoning designations (65 du/ac to 80 du/ac) obligating future redevelopment of the identified “housing sites” to include a minimum of 50% of the floor area as residential. The change in designations is reflected in the draft LUE update. Staff is providing a final draft version of the LUE (Attachment 1) and a redline version

(Attachment 1) highlighting these changes.

This item provides the City Council and community an opportunity to give input on other goals and policies contained within the draft LUE. A summary of the proposed updates is provided below.

Land Use Element (LUE): In 2016, the City initiated the process of updating its General Plan, including the Land Use Element. The LUE provides the primary basis for City decisions on development applications and establishes policies to help guide the general framework for the future pattern of growth, development, and sustainability in Redondo Beach. The goals, policies, and implementation measures within this element support the City's Vision, and Guiding Principles, contribute to the character of the community and serve the health, safety, and needs of the community. Some of the important components include the land use plan, including the land use map and designations; the focus areas and special policy area discussions; and the implementation measures (Appendix B).

Following years of outreach and collaborative efforts to gain feedback from the community, the General Plan Advisory Committee (GPAC), Planning Commission, City Council, and other stakeholders (residents and the business community at public workshops), a vision statement and guiding principles were established. The goals, policies, and implementation measures contained in this Element were developed with the vision and guiding principles in mind.

As established by the vision statement and guiding principles, the intent of the approach in the development of the LUE and Land Use Plan (map and designations) was to maintain the fundamental pattern of existing land uses in the City, preserve residential neighborhoods and commercial and industrial districts, provide opportunities for enhancement and improvements through intensification or reuse within centers of community activity and identity, and to provide locations and development intensities for accommodating the City's State-mandated RHNA.

As such, changes to the plan aimed to:

- Preserve established residential neighborhoods and principal commercial districts allowing for infill development and recycling of uses that are compatible with adjacent development.

- Maintain the fundamental pattern of existing land uses, preserving residential neighborhoods and commercial and industrial districts, while providing opportunities for intensification or reuse of focused areas of the City (Special Policy Areas, for example).

- Focus on reuse or repurpose of underutilized sites (transitioning retail properties), corridors, and areas located adjacent to the freeway and proposed (or planned) Metro station stops such as the North Tech District, Galleria, and South Bay Marketplace.

- Target change in areas essential to satisfy the City's State-mandated obligation to demonstrate it could meet its RHNA requirements for housing in accordance with the Housing Element that was adopted by the City Council on May 5, 2026 and later certified by State HCD.

In addition to identifying the locations and residential development intensities required in order to

satisfy the City's RHNA obligation and maintain its certified Housing Element, the development of new and innovative goals and policies for environmental sustainability, historic preservation, and the development of Special Policy Areas (SPAs) for enhancing, revitalizing, and, in some cases, preserving the City's most critical commercial and industrial centers were the most significant new components of the updates to the Land Use Element. The following seven SPAs warrant special policy direction due to the role they play in the City, either as a gateway, corridor, district, or activity centers:

- North Redondo Tech District (SPA-1)
- Artesia Boulevard (SPA-2)
- Aviation Boulevard (SPA-3)
- Galleria (SPA-4)
- North PCH (SPA-5a)
- Central PCH (SPA-5b)
- Torrance Boulevard (SPA-5c)
- South PCH (SPA-6)
- Riviera Village (SP-7)

The associated amendments to the City's Zoning Ordinance, Zoning Ordinance for the Coastal Zone, and Local Coastal Plan that serve to make consistent and implement the City's LUE goals and policies and Land Use Plan are tentatively scheduled for consideration of adoption in late July or early August. Some of these modifications require Article XXVII related voter approval.

RECOMMENDATIONS

- Provide input and direction on the LUE and Zoning Ordinance modifications to consider for administrative approval by August 4, 2026.
- Direct staff to update the Article XXVII Traffic Analysis to incorporate land use changes associated with the latest amendments to the City's Housing Element as part of the "current plan" which would be posted 10 days after Land Use Element and Zoning Ordinance adoption.
- Provide direction on the scope of the Article XXVII related ballot measure to be scheduled for the November 3, 2026 general election. As the Council is aware, Article XXVII requires that voters approve major changes in land use. The remaining General Plan update items that are subject to Article XXVII can be broken into two general categories: 1) the proposed increases in FAR along the Artesia and Aviation Boulevards and certain other commercial and industrial zones (i.e. the North Redondo Tech District) and 2) setting a FAR limit in the Public Institutional Zones which includes all City, School District, and BCHD properties. The City Council has several options in this regard, including A) combining the LUE and Zoning Ordinance changes as one ballot measure, B) separating the Artesia and Aviation Blvd. (and other commercial and industrial) FAR increases from the Public Institutional (PI) Zone FAR limits, or C) separate and defer the decision on the PI Zone FAR limits to a later date, as part of a future election cycle.

ENVIRONMENTAL STATUS:

On November 5, 2024, the City Council certified a program Final Environmental Impact Report (FEIR) for the City's focused General Plan Update (State Clearinghouse No. 202305073). Separate addendums were adopted on December 3, 2024 pertaining to amendments made for the proposed

FAR in the Public Institutional Zones and May 5, 2026 pertaining to amendments made for the updated Housing Element.

COORDINATION

This administrative report was coordinated with the Offices of the City Manager and City Attorney.

FISCAL IMPACT

The net cost of the services provided by PlaceWorks Inc., for the General Plan Update has been $2,507,856 and is funded by the City's General Plan Maintenance Fund. The estimated cost of the additional Article XXVII analysis will be provided during the meeting presentation.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Updated Land Use Element
- Updated Land Use Element (Redline Version)
- Link to Article XVII Traffic Analysis and Land Use Summary



2 LAND USE ELEMENT

Redondo Beach embraces its vision of being a safe, family-friendly, and highly desirable place to live. With the community's vision and guiding principles in mind, the Land Use Element provides a long-range guide for the physical development of the city that both protects neighborhoods that define the city's character and ensures the city evolves in an environmentally and fiscally sustainable manner over time. This element provides the framework to guide the distribution, location, size and intensity of new development while identifying ways to minimize potential conflicts and enhance compatibility between uses.

As population continues to increase within the city and region, Redondo Beach will be strategic in its approach to new development and modifications to existing land uses to ensure thoughtful integration moving forward. Through its focus on the established and emerging patterns of land use, this element is also a tool to promote public health, reduce infrastructure costs, enhance local economies, and address long-term environmental issues such as air quality, climate change, and preservation of natural resources including water. Through the provisions of the General Plan, the City can develop strategies and actions to respond to the community's changing needs without compromising the integrity of the uses, places, spaces and experiences the community values most.

2.1 Introduction

Land uses in Redondo Beach are characterized as a diverse collection of residential, commercial, light industrial and technology, and public uses that provide residents and visitors with the opportunity to: live in safe and established neighborhoods, dine in a variety of locally owned establishments, have access to the region via accessible transit options, work for large employers or in small businesses, recreate in local parks, the harbor, beaches, and bike trails, and create strong ties to the community through civic uses and events. The mix, diversity, and compatibility of uses is essential to the community's ability to thrive and be sustainable over time.

The Land Use Element provides the primary basis for City decisions on development applications and establishes policies to help establish the general framework for the future pattern of growth, development, and sustainability in Redondo Beach. The goals, policies, and implementation measures within this element support the city's Vision and Guiding Principles, contribute to the character of the community and serve the health, safety, and needs of the citizens.

The Land Use element includes goals, policies, and implementation measures that structure and guide future development, ensure the provision of a range of land uses to support the community's vision of diverse housing options and a vibrant economy, and provide direction on how uses should relate to one another to safeguard safety and compatibility and ensure the preservation of Redondo Beach's high quality of life.

The key components of this element are the policy framework, which includes the goals and policies that guide land-use decisions and help shape future development and public investment; the land use plan, including the land use map and designations; the focus areas and special policy areas discussions; and the implementation measures (Appendix B).

2.1.1 PURPOSE

California state law requires that every city and county adopt a comprehensive, long-term general plan that addresses the broad range of issues associated with a local jurisdiction's planning area (Government Code § 65300). Redondo Beach's total planning area covers approximately six square miles which represents the ultimate possible external borders of the City since there are no unincorporated areas located within its boundaries and since the boundaries of adjacent jurisdictions (Hermosa Beach and Manhattan Beach to the west, Lawndale to the north and east, and Torrance to the east and south) preclude expansion. In addition, the City's sphere of influence is contiguous with its boundaries since all areas surrounding it are incorporated.

California Government Code Section 65302(a) stipulates that general plans 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 Land Use Element is complemented by the additional policy guidance in other elements that relates to a specific topic. For example, Housing Element is closely tied to the Land Use Element because the Land Use Element identifies the locations and diversity of housing types available in

the City that can be used to achieve housing mandates specified by the State Office of Housing and Community Development. The *Open Space and Conservation Element* provides guidance for the open space and recreational amenities in the community, and the Safety Element addresses how the built environment may be impacted by man-made or natural disasters.

2.1.2 RELATIONSHIP WITH OTHER PLANS AND PROGRAMS

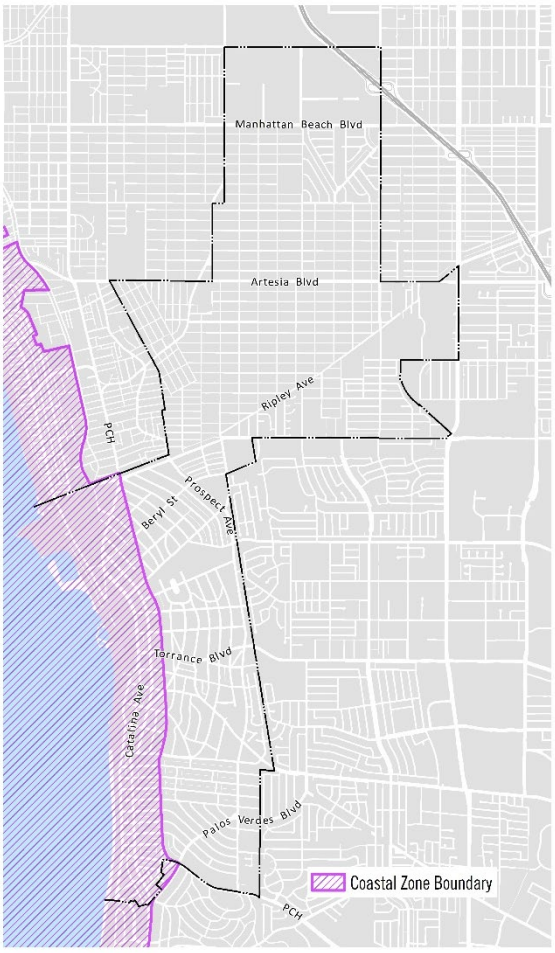
The Land Use Element is one of several elements of the Redondo Beach General Plan. Social, economic, political, safety, and aesthetic factors must be considered and balanced when developing a land use strategy. The Land Use Element must be consistent with these other plans and programs to minimize conflicts between documents and ensure the City's approach to future land use development is compatible with these other factors/documents.

Local Coastal Program

In addition to the General Plan, state law requires the City of Redondo Beach to prepare and maintain a Local Coastal Program (LCP) for portions of the city located within the Coastal Zone.

The LCP is comprised of the City's land use plans within the Coastal Zone along with implementing ordinances to carry out the intent of the Coastal Act.

The LCP is unique in the General Plan in that it provides both the land use plan and the regulations or zoning standards that support its implementation. As such, everything in the City's Land Use and other Elements of the General Plan must be consistent with the provisions of the LCP.



Local Coastal Program (LCP)

A local government's (a) land use plans, (b) zoning ordinances, (c) zoning district maps, and (d) other implementing actions within sensitive coastal resources areas, which, when taken together, meet the requirements of, and implement the provisions and policies at the local level.

2.1.3 AGENCY COORDINATION

Development in the City of Redondo Beach affects and is shaped by the actions of adjacent cities, utility districts (i.e. Southern California Edison), school districts, service providers and governmental agencies such as the County of Los Angeles, and the California Departments of Transportation and Housing and Community Development (State). As a result, it is essential that the City of Redondo Beach maintain coordination with each jurisdiction that would impact the other. Agencies that the City must coordinate with include, but are not limited to:

Land Use Compatibility and Street Coordination: Cities of Hawthorne, Manhattan Beach, Hermosa Beach, Lawndale and Torrance.

Regional Transportation: LA Metro, Caltrans, Los Angeles County Transportation Commission, Southern California Association of Governments (SCAG) and the Burlington Northern Santa Fe (BNSF) Railroad.

Development of the Harbor, Pier, Coastal Properties: Los Angeles County Department of Beaches and Harbors, California Coastal Commission, State Lands Commission, California Department of Fish and Wildlife United States Department of Fish and Wildlife, United States Army Corps of Engineers (USACE), and the Regional Water Quality Control Board (RWQCB).

Housing: California Department of Housing and Community Development, Southern California Association of Governments (SCAG).

Schools: Redondo Beach Unified School District.

Electrical Transmission Facilities: Southern California Edison.

Regional Air Quality: South Coast Air Quality Management District (SCAQMD).



At-A-Glance

70,242 population in 2020

4.7% unemployment rate in March 2020 (pre-COVID)

39,116 labor force (16 and older), 2019

$113,499 median household income (2019)

Source: Housing Element 2021-2029



Single-Family and Multi-Family Housing

A single-family house is defined as one house and/or one house and an accessory dwelling unit (ADU) on a lot.

Multi-family homes are defined as two or more units on a lot (attached or detached).

2.2 Land Use Strategy

Historically, the City was predominately a water front community with surrounding single-family suburban residential community with commercial corridors to support the service and retail needs of surrounding neighborhoods. Currently, Redondo Beach offers a mix of housing types with approximately 40 percent of the City's residential land designated for single-family and 60 percent multi-family housing. Single-family homes make up about 54 percent of the housing stock, the multi-family share is approximately 46 percent, and mobile homes comprise less than one percent. However, over two-thirds of the Redondo Beach housing stock is 40 or more years old (built before 1980).

2.2.1 KEY CONSIDERATIONS

What Are We Planning for? Things Considered While Planning for the Future of Redondo Beach:

9,400
Approximate number of new residents anticipated by 2040 (see Appendix A, *General Plan Buildout Methodology*)

5,800
Approximate number of new jobs anticipated by 2040 (see Appendix A, *General Plan Buildout Methodology*)

13.5%
Percent increase in the median home sales price from 2020 to 2021 (Housing Element 2021-2029)

91.9%
Percent of working residents leave Redondo Beach for work each day (Census, On the Map, 2019)

Redondo Beach has experienced sustainable growth over the years in order to maintain its small, beachside community character. As urban regions continue to experience increases in population, so too will the City. Redondo Beach has maintained a steady annual average increase of 0.22% and is projected to reach a population of over nearly 90,000 in 2040. As time progresses and the city evolves, it becomes necessary to plan for and guide future changes and evolve to accommodate the needs of the residents, adapt to current societal and technology trends, and manage sustainable growth.

As the State continues to experience a shortage of housing, the City has historically seen that residential development has occurred at the higher end of the City's allowable residential density ranges.

As Redondo Beach celebrates and values its family-friendly atmosphere, it's imperative to maintain diversity of families and an aging population through expanded housing options available at a variety of price ranges.

As the City continues to evolve, it will be important to provide a variety of future residential development for the senior population, first-time homebuyers, and the City's labor force. New housing developments that are of a high-quality, and sustainable design will need to contribute to the City's economic viability by providing a strong, stable tax base from both property tax and sales tax, especially as more land uses are converted to residential from other, revenue-generating uses or job centers. These land use decisions should be made in the context of future fiscal impacts to the operation of the City to ensure that services can be provided to residents.

Historically most residents commute out of the city for work, therefore there is a significant demand for new office space in Redondo Beach to allow residents to work where they live. With the tech industry jobs on the rise within the region, opportunities for new and expanded industries exist to provide residents with local employment opportunities.

Housing Element

The land use approach was heavily shaped by the mandates required by the State for new housing objectives. The City's 2021-2029 Housing Element outlines the City's requirements, and the requirements have been folded into the Land Use Plan (Figure 2.1) and Buildout Estimates (Table 2.2).

2.2.2 GENERAL APPROACH

The intent of the land use approach is to maintain the fundamental pattern of existing land uses in the City, preserve residential neighborhoods and commercial and industrial districts, and provide opportunities for enhancement and improvements through intensification or reuse within centers of community activity and identity.

Where and how new housing opportunities are provided in Redondo Beach is of particular importance to the City. Since Redondo Beach is a predominantly built-out city in a county with ongoing demand for new housing driven by State requirements, there is pressure to convert and/or integrate nonresidential uses with residential uses because of the high market value of land in the region. As housing demand increases and available land becomes more limited, it is anticipated that there will be an increasing trend toward higher-density residential development integrated within some nonresidential developments. Careful planning for the integration of these uses into the fabric of the City's existing nonresidential neighborhoods in proximity to existing and future transit centers will help to fulfill housing needs and maintain the small beach town character in Redondo Beach.

Through outreach and collaborative efforts to gain feedback from the community, a General Plan Advisory Committee (GPAC), the City's Planning Commission, City Council and other stakeholders (residents and the business community at public workshops), a vision statement and guiding principles were established. The goals, policies, and implementation measures contained in this element were developed with those in mind. They strive to maintain the City's existing urban patterns while allowing for desired enhancement in identified focus areas. In addition, the City's existing land use element provided guidance for some of the City's unique and special communities that continue to be important to the city's identity for preservation while allowing for desired changes in line with the community's vision forward.



Vision and Guiding Principles

The Vision and Guiding Principles outlined in the General Plan Introduction set the foundation for the goals and policies in this element and the overall approach to the way the City will evolve in the future.

Key Considerations

Through the community engagement process for this General Plan update, participants identified numerous land use considerations and values that are represented in the General Plan. The Redondo Beach of the future will be a city that :

- Has the opportunities of a large city combined with the charm, beauty and attitude of a small town.
- Celebrates an active and casual beach culture and a high quality of life of a seaside city.
- Maintains established neighborhoods and districts.
- Maintains a safe and family-friendly atmosphere.
- Promotes a healthy and sustainable environment.
- Provides a variety of housing that appeals to the life styles and affordability needs of residents.
- Embraces creativity, innovation, and technological advances to attract cutting edge industries.
- Reimagines and revitalizes its corridors, the waterfront, the regional mall, and all commercial and industrial sectors to create more quality jobs and unique destinations for residents, employers, and visitors.
- Adopts new modes of transportation—reducing reliance on personal automobiles.
- Connects our residents to regional employment centers and cultural destinations throughout the region via the Metro Green Line.
- Fosters meaningful civic engagement to ensure decisions related to the future of our community are informed, transparent and reflective of our citizens' views.

The City of Redondo Beach is predominantly built out with very few vacant sites available to accommodate future land use changes requiring the City to look at very select areas to accommodate new uses, many of which may have never been considered previously. As such, changes to the plan aimed to:

- Preserve established residential neighborhoods and principal commercial districts allowing for infill development and recycling of uses that are compatible with adjacent development.
- Maintain the fundamental pattern of existing land uses, preserving residential neighborhoods and commercial and industrial districts, while providing opportunities for intensification or reuse of focused areas of the City (Special Policy Areas, for example).
- Focus on reuse or repurpose of underutilized sites (transitioning retail properties), corridors, and areas located adjacent to the freeway and proposed (or planned) Metro station stops such as the North Tech District, Galleria and South Bay Marketplace.
- Target change in areas essential to satisfy the City's State-mandated obligation to demonstrate it could meet its Regional Housing Needs Allocation (RHNA) requirements for housing.

2.2.3 COMPONENTS OF THE LAND USE PLAN

The development, use, and distribution of land are critical to achieving our city's vision and adhering to our core values and guiding principles. As stewards of the land, the City must plan for uses and development that maintain and enhance a sustainable, healthy, and livable city; ensure equitable outcomes and land use distributions; protect and enhance our cultural and community assets; and provide opportunities for growth and prosperity that is compatible and integrated with our existing communities. Land is a finite and valuable resource, especially in Redondo Beach; its use dictates the city's economic and fiscal future.

The Land Use Plan consists of three primary components: the land use designations with intensities, the land use map, and the buildout totals associated with the map.

Land Use Designations and Map

The land use designations establish the types and intensity of land uses permitted in Redondo Beach. The land use map displays the pattern, distribution, and intensity of land use designations across the entire city, down to the parcel level. Table 2.1 outlines the definitions of each of the designations and Figure 2.1 shows the fundamental pattern of land use.

Buildout

Table 2.1 reflects the reasonable long-term buildout potential for housing units, nonresidential building square footage, and jobs that could be generated by the overarching growth strategy and the Land Use Plan (Figure 2.1).

While these estimates provide a tool to monitor growth in the City, the figures shown in Table 2.1 represent an informed but estimated projection of a future condition. The Land Use Element establishes the maximum buildout potential for housing units and nonresidential building square footage and also estimates the population and employment at buildout. It should be noted that

the maximum buildout is not a goal; it is simply a capacity analysis that identifies the maximum allowable development potential that could occur within the community over numerous decades. The actual development will likely vary in terms of location, mix of uses, and intensity.

The *Land Use Buildout Methodology*, Appendix A, details the assumptions and methodology used to generate the estimates in Table 2.1.

Table 2.1: General Plan Land Use Designations

Land Use Designation	Maximum Density/Intensity	Description
Residential*		
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
RVH	A minimum of 20 du/ac up to and including 65 du/ac	Townhomes, condominiums, apartments
* Notes: 1) Existing commercial uses within residential land use districts shall be considered legally conforming.		
Commercial		
Neighborhood Commercial (CN)	FAR 0.50 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) *Conditionally permitted subject to zoning code
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

Table 2.1: General Plan Land Use Designations

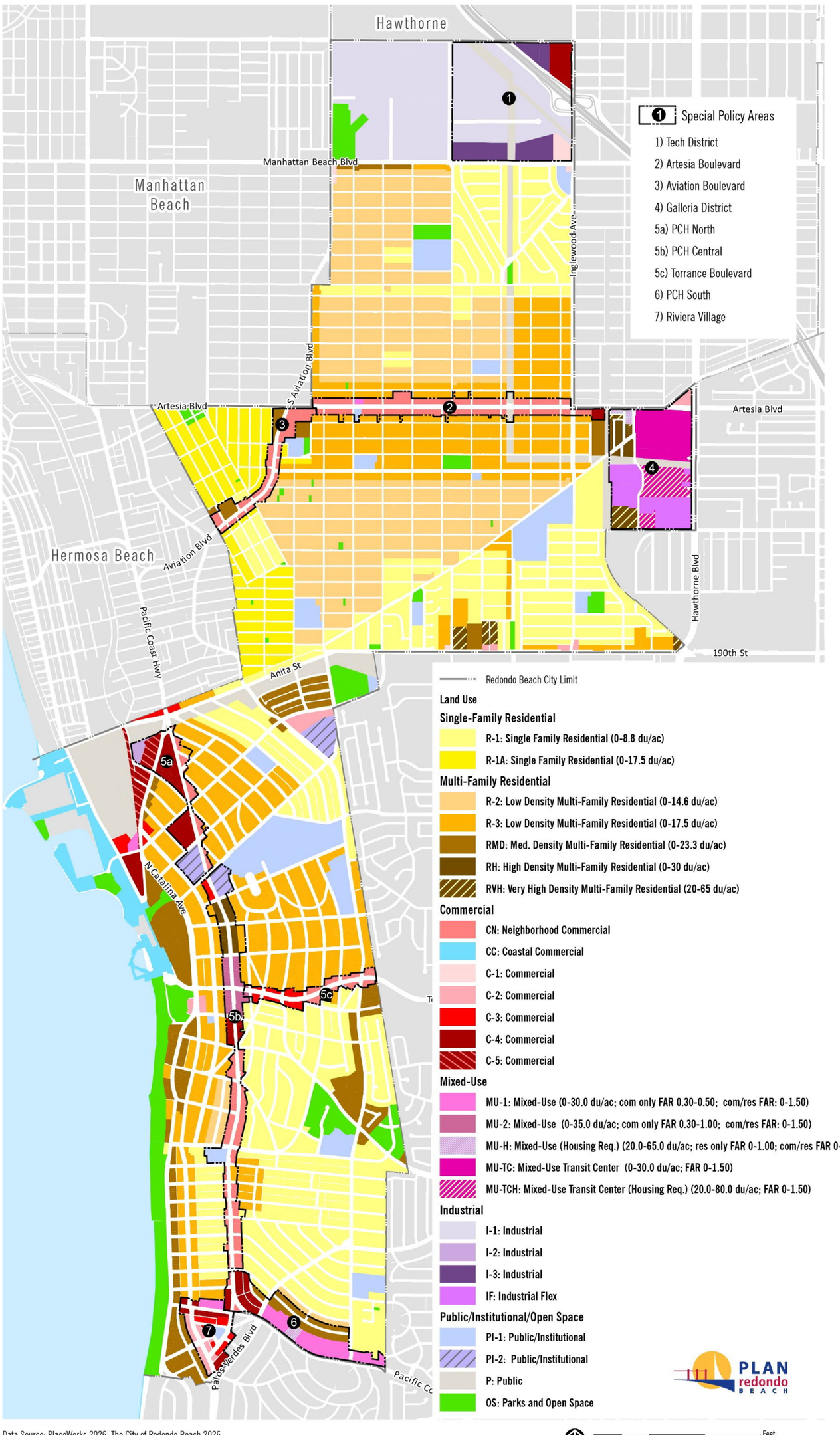
Land Use Designation	Maximum Density/Intensity	Description
C-5	a. FAR 0.70 b. FAR 0.70 c. FAR 1.00 d. FAR 1.50 e. N/A	a. Retail commercial, personal and business services, professional offices, household supply and furnishings, eating and drinking establishments, drug stores, entertainment, automobile 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)
Mixed-Use		
Mixed-Use Transit Center (MU-TC)	Max. FAR 1.50 Up to and including 30 du/ac	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. Mixed-use transit center development should be of high quality and designed to be pedestrian-oriented and integrated with existing surrounding uses. 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. 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.
Mixed-Use Transit Center (Housing Required) (MU-TCH)	Max. FAR 1.50 A minimum of 20 du/ac up to and including 80 du/ac (50 percent of total floor area must be for residential use)	Provides for an integrated mix of residential with community and regional serving commercial retail, service, office, entertainment, and hotel uses in close proximity to transit stations. Mixed-use transit center development in the housing required areas shall require at least 50 percent of the total floor area to be designated for residential uses. Development in should be of high quality and designed to be pedestrian-oriented and integrated with existing surrounding uses. 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, stand-alone commercial or office with residential development in a horizontal mixed use configuration, and exclusively residential projects. It is recommended that residential projects in this designation include an affordable component. Maximum FAR 1.50 with a minimum density of 20 dwelling units per acre up to and including a maximum density of 80 dwelling units per acre. Density may increase consistent with state law for affordable units.
Mixed-Use Low (MU-1)	Commercial Only: 0.50 FAR Commercial and Residential together:	Provides for an integrated mix of commercial retail, service, office, entertainment, and residential uses. Uses can be mixed in a vertical or horizontal configuration. Mixed-use development should be of high quality and designed to integrate with existing surrounding uses. Configurations include ground floor commercial

Table 2.1: General Plan Land Use Designations

Land Use Designation	Maximum Density/Intensity	Description
	Max. FAR 1.50 (all square footage exceeding 0.70 FAR must be for residential use) Up to and including 30 du/ac	with residential units on upper floors or standalone commercial or office development. This designation is intended to encourage pedestrian-oriented development that has a strong emphasis on creating a safe and attractive streetscape. 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.
Mixed-Use Medium Low (MU-2)	Commercial Only: 1.00 FAR Commercial and Residential together: Max. FAR 1.50 (all square footage exceeding 0.70 FAR must be for residential use) Up to and including 35 du/ac.	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. 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. 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. 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.
Mixed-Use Housing Required (MU-H)	Residential Only: 1.5 FAR Commercial and Residential together: Max. FAR 1.50 (All square footage exceeding 0.75 FAR must be for residential use, 50 percent of total floor area must be for residential use) A minimum of 20 du/ac up to and including 65 du/ac	Provides for housing development to be integrated into the City's mixed use and commercial corridors by requiring housing development while also allowing for a mix of commercial retail, service, office, and entertainment uses. Exclusively residential projects and mixed use projects where at least 50 percent of the total floor area is for residential uses are allowed. Mixed use projects may be mixed in a vertical or horizontal configuration. 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, stand-alone commercial or office with residential development in a horizontal mixed use configuration, and exclusively residential projects. This designation is intended to encourage pedestrian-oriented development that has a strong emphasis on creating a safe and attractive streetscape. It is recommended that residential projects in this designation include an affordable component. Maximum FAR 1.50 and A minimum density of 20 dwelling units per acre up to and including a maximum density of 65 dwelling units per acre, density may increase consistent with state law for affordable units.
INDUSTRIAL		
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.

Table 2.1: General Plan Land Use Designations

Land Use Designation	Maximum Density/Intensity	Description
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.
Industrial Flex (IF)	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.
Public/Institutional/Open Space		
Public/Institutional-(PI-1)	FAR 0.75 Subject to Planning Commission Design Review	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. Subject to Planning Commission Design Review (PCDR).
Public/Institutional-(PI-2)	FAR 1.25 Subject to Planning Commission Design Review	Same uses as PI-1 Subject to Planning Commission Design Review (PCDR).
Public (P)	FAR 0.10	Governmental administrative and capital facilities, parks, schools, libraries, hospitals and associated medical offices, public cultural facilities, public open space, utility easements, and other public uses.
Parks and Open Space (OS)	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.



Data Source: PlaceWorks 2026, The City of Redondo Beach 2026

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Table 2.2: Buildout Estimates

Land Use Designation	Maximum Density/Intensity[1]	Acres	% Total Acres	Dwelling Units[2]	ADUs[3]	Future Households[4]	Population[5]	Non-Res Bldg SQ FT[6]	Employment[7]
Single-Family Residential									
R-1: Single Family Residential	Up to and including 8.8 du/ac	746.8	18.8%	5,100	393	5,200	12,141	203,477	992
R-1A: Single Family Residential (Small Lot)	Up to and including 17.5 du/ac	121.7	3.1%	1,886	0	1,794	4,232	1,373	4
Multi-Family Residential									
R-2: Multifamily Residential	Up to and including 14.6 du/ac	471.9	11.9%	6,482	127	6,277	14,770	-	-
R-3: Multifamily Residential	Up to and including 17.5 du/ac	542.7	13.7%	11,051	97	10,596	24,969	281,241	1,028
RMD: Multifamily Residential	Up to and including 23.3 du/ac	146.0	3.7%	5,887	7	5,605	13,222	25,957	91
RH: Multifamily Residential	Up to and including 30.0 du/ac	13.4	0.3%	396	-	377	889	69,374	315
RVH: Multifamily Residential	A minimum of 20 du/ac up to and including 65 du/ac	14.8	0.4%	964	-	917	2,164	14,036	23
Mixed Use									
MU-1: Mixed-Use	Commercial Only: 0.50 FAR // Commercial and Residential together: Max. FAR 1.50 (all square footage exceeding 0.70 FAR must be for residential use). Up to and including 30 du/ac.	22.6	0.6%	701	-	666	1,572	537,906	1,076
MU-2: Mixed-Use	Commercial Only: 1.00 FAR // Commercial and Residential together: Max. FAR 1.50 (all square footage exceeding 0.70 FAR must be for residential use). Up to and including 35 du/ac.	9.1	0.2%	321	-	305	720	278,678	557
MU-H: Mixed-Use (Housing Required)	Residential Only: 1.50 FAR // Commercial and Residential together: Max. FAR 1.50 (all square footage exceeding 0.75 FAR must be for residential use, 50 percent of total floor area must be for residential use). A minimum of 20 du/ac up to and including 65 du/ac.	3.5	0.1%	225	-	214	504	112,901	108
MU-TC: Mixed-Use Transit Center	Max. FAR 1.50 // Up to and including 30 du/ac.	29.8	0.8%	700	-	666	1,571	1,293,144	2,586
MU-TCH: Mixed-Use Transit Center (Housing Required)	Max. FAR 1.50 // A minimum of 20 du/ac up to and including 80 du/ac. (50 percent of total floor area must be for residential use).	17.2	0.4%	1,380	-	1,312	3,096	563,407	1,127
Commercial									
CN: Neighborhood Commercial	FAR 0.50	33.5	0.8%	205[2]	-	195	460	676,891	1,934
CN (Artesia & Aviation Blvd SPA): Neighborhood Commercial	FAR 1.50 in Artesia and Aviation Blvd. Special Policy Areas	47.4	1.2%	58[2]	-	55	130	2,052,851	5,903
C-1: Commercial	FAR 0.35	6.2	0.2%	-	-	-	-	88,349	252
C-2: Commercial	FAR 0.50	17.1	0.4%	-	-	-	-	301,061	907
C-3: Commercial	FAR 0.70	16.4	0.4%	1[2]	-	1	2	395,562	1,173
C-4: Commercial	FAR 1.00	47.3	1.2%	17[2]	-	16	38	1,289,816	3,685
C-5: Commercial	Varies (Max FAR 1.50)[1]	12.2	0.3%	-	-	-	-	292,293	835
CC: Coastal Commercial	Per Harbor/Civic Center Specific Plan and LCP	55.0	1.4%	229[2]	-	218	514	256,639	700
Industrial									
I-1: Industrial	FAR 1.00	206.0	5.2%	-	-	-	-	6,925,087	8,742
I-2: Industrial	FAR 1.00	2.6	0.1%	-	-	-	-	114,929	192
I-3: Industrial	FAR 1.00	25.6	0.6%	-	-	-	-	835,611	1,393
IF: Industrial Flex	FAR 1.00	29.4	0.7%	-	-	-	-	961,596	2,747
Public / Open Space									
PI-1 & PI-2: Public/Institutional	PI-1: FAR 0.75 // PI-2: FAR 1.25	170.7	4.3%	253[2]	-	253	436	324,153	1,621
P: Public	FAR 0.10	131.5	3.3%	-	-	-	-	212,577	17
OS: Parks and Open Space	FAR 0.20	146.2	3.7%	-	-	-	-	-	59
ROW: Right of Way	-	886.4	22.3%	-	-	-	-	-	-
TOTAL		**3,973.0**	**100.0%**	**35,855**	**624**	**34,666**	**81,430**	**18,108,910**	**38,068**

1. In some cases land uses were assumed to buildout to their maximum potential and in other cases they were assumed at a lower density or intensity base on local trends. Appendix A, General Plan Buildout Methodology provides more information related to specific assumptions. The maximum FAR allowed in C-5 varies by proposed use consistent with Table 2.1 General Plan Land Use Designations.
2. Commercial designations with projected housing units reflect parcels with existing homes that are projected to remain and project home key. Projected housing units in the Public/Institutional designation include assisted living facilities.
3. ADU stands for Accessory Dwelling Units
4. Households represent occupied dwelling units. Dwelling units are estimated to have a 95 percent occupancy rate, while ADUs are estimated to have an 86 percent occupancy rate.
5. Population is estimated by persons per household. Dwelling units are estimated to have 2.36 persons per household, while ADU are estimated to have 1.98 persons per ADU household.
6. Residential designations with projected non-residential building square footage reflect properties where existing institutional and commercial land uses are not projected to convert to a residential use by 2050. Residential uses, Parking structures, and other ancillary uses are not included in non-residential building square footage.
7. See Appendix A, General Plan Buildout Methodology for employment generation rates.

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GOAL LU-1 BALANCE

A sustainable community with a range of land uses that meet the diverse needs of Redondo Beach residents, offer a variety of employment, commercial, recreational, and housing opportunities that make it possible for people of all ages and abilities to live, work, recreate, and maintain a high quality of life in Redondo Beach.

Policy LU-1.1 **Balanced Land Use Pattern.** Preserve existing residential neighborhoods, while balancing development trends and state mandates, and provide for enhancement of focused planning areas to improve community activity and identity.

Policy LU -1.2 **Inclusivity**. Provide for a mix of land uses to create a complete community where residents of all ages and abilities, employers, workers, and visitors have a broad range of choices of where they can live, work, shop and recreate within Redondo Beach.

Policy LU -1.3 **Diversity of Housing.** Collaborate with residents, housing providers and the development community to provide housing opportunities for every stage of life, and to plan for a variety of housing types and price points to support the local workforce and foster a balanced community.

Policy LU -1.4 **Jobs-Housing Balance.** Create a place to live and a place to work that seeks to match its residents to jobs and promotes a workforce/ jobs balance.

Policy LU -1.5 **Education and Life-Long Learning.** Sustain and support a quality educational system for all ages and career paths, including coordination of new development with the provision of adequate schools. Also work with local partners, including but not limited to the Redondo Beach Unified School District (RBUSD), who provide life-long learning opportunities to ensure that the City's residents and workforce have access to education at all stages of life.

Policy LU -1.6 **Housing Incentives.** Allow for lot consolidation on Housing Element sites and Incentivize quality infill residential development that provides a diversity of housing types and accommodates all income levels and age groups.

Policy LU-1.7 **Homeownership Opportunities.** Support innovative development policies to expand homeownership opportunities at all income levels.

Policy LU-1.8 **Housing Affordability.** Protect existing affordable units from being converted into market rate housing or other uses.

Policy LU -1.9 **Employment Opportunities.** Provide a broad spectrum of land uses and development that offer employment opportunities for current and future Redondo Beach residents.

Policy LU -1.10 **Transit Oriented Development.** Encourage job centers with a potential affordable workforce housing component in close proximity (within ¼ mile) to the bus transit center and current and future light rail stations.



Required Parkland Standard

See also the Open Space and Conservation Element, (Policy OS-1.1) that requires a minimum park acreage standard of 3 acres of parkland per 1,000 residents with the intent to aspire to 5 acres per 1,000 residents.

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.

Policy LU -1.12 **Coastal Community.** Provide land uses which reflect and capitalize on the City's location along the Southern California coastline. Accommodate coastal-related recreation and commercial uses which serve the needs of residents and visitors and are attractive and compatible with adjacent residential neighborhoods and commercial districts.

Policy LU -1.13 **Public and Institutional Uses.** Provide for the continuation of existing and expansion of 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 and other public land uses and facilities to support the existing and future population and development of the City.

Policy LU -1.14 **Existing Commercial Uses in Residential Designations.** Allow for the continuation neighborhood serving business and institutional uses currently existing in residential designations. Incentivize investment in, and improvements to, these uses, including maintenance, remodels or potential building additions.

GOAL LU-2 IDENTITY

A dynamic, progressive city containing self-sufficient, health-oriented, neighborhoods and commercial districts that foster a positive sense of identity and belonging among residents, visitors, and businesses.

Policy LU -2.1 **Beach Culture.** Ensure that new development and reuse projects protect existing Redondo Beach culture and identity and preserve and recognize unique neighborhoods and areas as the building blocks and character defining elements of the community.

Policy LU -2.2 **Design Quality.** Establish the expectation that new projects will exhibit a high level of design quality that is sensitive to and compatible with its adjacent neighborhoods and results in public spaces, outdoor dining, streetscapes, and developments that are attractive, safe, functional, distinct, and respectful of the architectural history of Redondo.

Policy LU -2.3 **Context-sensitive Development.** Design new projects to be compatible with adjacent residential structures and other areas designated for other categories of use provided that no substantial adverse impacts will occur.

Policy LU -2.4 **City Image.** Encourage land uses, development projects (public and private), and public art installations that promote the city's image, identity, and history as a cultural, governmental, and business-friendly regional center.

Policy LU-2.5 **Unique gateways.** Celebrate the unique gateways to Redondo Beach by enhancing them with landscape treatments, signage, art or specialized roadway treatments.

Policy LU-2.6 **Unique architectural design.** Encourage the use of unique architectural features, facades, and outdoor spaces within Special Policy Areas to create distinctive districts in Redondo Beach.

Policy LU-2.7 **Streetscape enhancements.** Facilitate streetscape improvements, add pedestrian amenities that attract new uses, and revitalize the corridors.

Policy LU-2.8 **Pedestrian access.** For new development, encourage pedestrian access and create strong building entries that are primarily oriented to the street.

GOAL LU-3 COMPATIBILITY

Preserve and improve the character and integrity of existing neighborhoods and districts.

Policy LU-3.1 **Compatible Uses.** Foster compatibility between land uses to enhance livability and promote healthy lifestyles.

Policy LU-3.2 **Context-Aware and Appropriate Building Design.** We require appropriate building and site design that complements existing development and provides appropriate transitions and connections between adjacent uses to ensure compatibility of scale, maintain an appropriate level of privacy for each use, and minimize potential conflicts. For mixed-use (commercial and residential) require structures be designed to mitigate potential conflicts between the commercial and residential uses and provide adequate amenities for residential occupants.

Policy LU-3.3 **Neighborhood Buffers.** Encourage all commercial property owners bordering residential areas to mitigate impacts and use appropriate landscaping and buffering of residential neighborhoods, while considering the potential to provide access in the form of pass-throughs between the commercial corridors and adjacent residential neighborhoods.

Policy LU-3.4 **Industrial Impacts.** Mitigate the impacts that industrial and other non-residential uses which use, store, produce, or transport toxics, generate unacceptable levels of noise, air emissions, or contribute other pollutants have on the surrounding community.

Policy LU-3.5 **Quality Design.** Ensure new single and multi-family residential projects are consistent with the provisions outlined in City's Objective Residential Standards and non-residential development along Artesia and Aviation Blvds. is consistent with the design guidance and policies within the AACAP.

Policy LU -3.6 **Active Transportation.** Invest in active transportation connectivity between commercial corridors/job centers and residential neighborhoods to encourage healthy lifestyles.

Residential Design Guidelines (RDG) are now Objective Residential Standards (ORS)

The City initiated (2022) an update to its Residential Design Guidelines in response to State mandates to address housing affordability and streamlined processes for residential projects. RDG's now ORS's seek to: achieve locally compatible design through objective design standards; eliminate uncertainties for residential applicants by removing subjectivity; and encourage better rojects by providing clear illustrative design guidance in the standards.

Policy LU-3.7 **Access to Transit.** Support the location of transit stations and enhanced stops near the Galleria (along Hawthorne Boulevard) and North Tech District to facilitate and take advantage of transit service, reduce vehicle trips and allow residents without private vehicles to access services.

Policy LU-3.8 **Corridor Connectivity.** Recognize corridors as important cross-town thoroughfares that connect Redondo Beach, serve as transitions between neighborhoods, provide opportunities for local/neighborhood-serving retail and balance the needs of multiple transportation modes. Consider mid-block pass through between parking areas within the corridors and between the corridors and adjacent residential neighborhoods. Specifically target power line and transportation rights of way as pedestrian and bicycle corridors to connect amenities across the city and in nearby communities. Work with neighboring communities to integrate and connect these pedestrian and bicycle corridors across city boundaries.

Policy LU -3.9 **Adequate Infrastructure.** Evaluate individual new development proposals to determine if the proposals are consistent with the General Plan and the existing and planned capacities of public facilities and infrastructure improvements. Where appropriate, require developers to pay the cost of studies needed to determine infrastructure capacity in conjunction with a proposed project and if there is a rational nexus that project impacts require additional capacity or upgrades of impacted infrastructure, require the physical improvements or their fair share contribution of necessary infrastructure.

Policy LU-3.10 **Utility Corridors.** Develop plans and programs for the reuse of infrastructure and utility properties and easements as they are currently managed and should they no longer be required for their currently intended primary use and operations. In particular, the City shall target these corridors to provide active and passive uses and recreational amenities including bicycle and pedestrian paths to create connectivity to city-wide amenities and amenities located in neighboring cities.

Policy LU-3.11 **Civic engagement**. Increase the amount and quality of community engagement throughout the planning, development, and operation of our developments throughout the city's varied communities.

Open Space and Conservation and Circulation Elements

Additional policies related to new open space opportunities and connectivity can be found in the Open Space and Conservation and Circulation Elements. Policies in these sections explore connectivity to amenities as well as the different types of connections (i.e. pedestrian, bicycle, transit) that should be explored.

GOAL LU-4 HEALTH AND VITALITY

A vibrant community that supports the healthy and active lifestyles of residents and visitors

Policy LU-4.1 **Quality of Life and Livability.** Create an active, health-oriented community, that benefits from outdoor amenities and activities residents and visitors can enjoy due to the proximity to the coast.

Policy LU-4.2 **Health and Land Use.** Seek to incorporate health considerations into land use planning decisions in a manner that improves health and well-being.

Policy LU -4.3 **Coastal Amenities.** Promote and enhance the City's coastal amenities such as its beaches, King Harbor and the Redondo Beach Pier that serve as landmarks and

distinguishing features unique to the city and also provide coastal access and coastal recreational opportunities for the community at large.

Policy LU-4.4 **New Open Space and Parkland Opportunities.** Preserve, invest in, and expand open space and parkland opportunities for active and passive recreational public and private open spaces. Work with future developments along commercial corridors and other nonresidential developments to create useable public open spaces to enhance the commercial neighborhood experience for residents and visitors alike.

Policy LU-4.5 **Increased Physical Activity.** Establish new opportunities for outdoor and indoor recreation as part of a comprehensive, integrated, and interconnected network of spaces and facilities, with a focus on underserved areas.

Policy LU-4.6 **Connectivity**. Facilitate bicycling and pedestrian linkages to parks, beaches, tourist destinations, recreational amenities, open spaces and parks, and commercial destinations via the City's street, pedestrian, bicycle, and transit networks in a way that is visually appealing and safe to encourage local residents and visitors to minimize the use of automobiles. Focus on expanding connectivity through the addition of pedestrian and bike paths on public utility and transportation rights of way. Create additional mid block connections (pass throughs) from adjacent residential neighborhoods into commercial corridors and create connections between adjacent commercial businesses.

Policy LU-4.7 **Health Partnerships.** Build and maintain partnerships with the, health care providers, health promoting non-profits and community-based organizations to evaluate and implement land use projects in a manner that improves community health.

Policy LU-4.8 **Health and the Built Environment.** Look for opportunities to map and analyze the equal distribution of parks, open space and recreational activities to encourage physical activity and to ensure that people have equitable access to parks and open spaces within walking or biking distances.

GOAL LU-5 ENVIRONMENTAL SUSTAINABILITY

An environmentally aware community that utilizes tools, strategies and approaches that protect and minimizes the impacts to the City's environmental resources.

Policy LU-5.1 **Environmental Sustainability**. Ensure that new development is sensitive to the City's stewardship of the environment. Provide measures to minimize the impacts of future development on air quality, runoff, water use, trash generation (and its impacts on the ocean), noise, and traffic (including things such as exhaust generated from underperforming intersections.

Policy LU-5.2 **Conservation and Re-use Strategy.** Promote the use of water conservation and re-use as a strategy to lower the cost, minimize energy consumption, and maximize the overall efficiency and capacity of public and private water systems. Encourage the installation of water storage, rain catchment and graywater



Energy and Water Use

Policies related to energy and water use can be found in the Open Space and Conservation Element.

systems to support domestic and outdoor water needs. Avoid water reuse that could adversely affect the quality of groundwater or surface water.

Policy LU-5.3 **Renewable Energy Facilities.** To reduce or avoid conflicts, communicate and collaborate with affected ocean users, coastal residents and businesses, and applicants seeking state or federal authorization for the siting, development, and operation of renewable energy facilities.

Policy LU-5.4 **Reclamation.** Require renewable energy facility operators to restore the natural characteristics of a site when a project is decommissioned and removed.

Policy LU-5.5 **Reduce Air Pollution.** Require the siting of new industrial and sensitive land uses to follow buffer distances, to the extent feasible, recommended in the California Air Resource Board's *Air Quality and Land Use Handbook.*

Policy LU5.6 **Reduce Greenhouse Gas Emissions.** Apply the strategies and approaches identified in the City's Climate Action Plan to help reduce Greenhouse Gas Emissions.

Policy LU5.7 **Preserve and Expand Native Habitat and Encourage Use of Native Plants for Landscaping.** Continue to support the expansion of native bluff habitat along the waterfront. Continue to support reestablishment of native habitat in Wilderness Park. Continue to pursue wetlands and native habitat restoration at the power plant site and the adjacent powerline corridor. Ensure connectivity of native habitat, particularly habitat for the endangered El Segundo blue butterfly, with Torrance and Hermosa Beach. Redefine city plant and tree palettes to prioritize native plants. Apply the strategies and approaches to fund and incentivize expansion of native habitat and plants throughout the city on both public and private property.

Policy LU5.8 **Expand Urban Forest.** Develop a specific urban forest policy and related ordinances to ensure net expansion of tree canopy in the city. Define a tree palette that prioritizes use of native trees and shrubbery.

Policy LU5.9 **Stormwater Recapture.** Prioritize bioswales and other strategies to recapture storm water and infiltrate it in the aquifer. Develop policies and ordinance that requires the implementation of bioswales and similar strategies such as permeable surfaces to capture and infiltrate storm water from streets and development.



Redondo Beach Climate Action Plan

Adopted in 2017, the City of Redondo Beach, in cooperation with the South Bay Cities Council of Governments, developed a Climate Action Plan (CAP) to reduce Greenhouse Gas (GHG) emissions within the city. The City's CAP serves as a guide for action by setting GHG emission reduction goals and establishing strategies and policies to achieve desired outcomes over the next 20 years. Strategies address land use and transportation, energy efficiency, solid waste, urban greening, and energy generation and storage.



Native Habitat

See also the Open Space and Conservation Element policies that address the reintroduction of native habitats in utility rights-of-way and encourage the City's collaboration with other agencies to achieve this.

GOAL LU-6 ECONOMIC SUSTAINABILITY

A financially healthy city with a balanced mix of land uses and special funding and financing districts that increase resources to invest in public facilities and services.

Policy LU-6.1 **Responsible Development.** Pursue responsible economic development opportunities that balance the needs of residents and businesses investing in our community, and are fiscally sustainable.

Policy LU-6.2 **Prioritized Uses.** Prioritize attraction of jobs generating office, institutional, and tech jobs in areas outside of the Coastal Zone. In Coastal Zone areas, prioritize visitor serving uses.

Policy LU-6.3 **Business Incubator.** Develop and implement land use strategies that facilitate the creation and development of new businesses, capture of current businesses searching for new facilities, and retention of existing businesses in Redondo Beach. Specifically target businesses and uses that would reduce the workforce/jobs imbalance. Identify and take advantage of new business trends in surrounding communities.

Policy LU-6.4 **Rehabilitate Properties**. Promote rehabilitation of properties and encourage increased levels of capital investment to create a safe and attractive environment.

Policy LU-6.5 **Tourism.** Support opportunities for coastal tourism and events such as concerts and music festivals on the beach, and athletic competitions such as ocean swimming events and 10K runs that can draw additional visitors and infuse outside investment into Redondo Beach.

Policy LU-6.6 **Hospitality Uses.** Encourage expansion of the range and location of available lodging for both tourist and business visitors.

Policy LU-6.7 **Service Industry Support.** Identify opportunities to improve the availability of affordable housing and accessible transportation options for service workers that support the City's hospitality and tourism trades.

Policy LU-6.8 **Retail Goods and Services.** Ensure a mix of retail businesses that provide the full continuum of goods and services for the community, and attract a regional customer base to generate revenue for the City.

Policy LU-6.9 **Desired Development**. Establish, review, and update standards as necessary to ensure desired development in *Special Policy Areas* is economically viable, reflects community desires, addresses Redondo Beach's jobs/workforce imbalance, and maintains or enhances the fiscal well-being of the City.

Policy LU-6.10 **Cost And Benefit Of Development.** Balance the benefits of development with its fiscal impacts on the city and on quality of life for the community.

Policy LU -6.11 **Fair Share of Costs.** Require that new development pay its pro rata share of the costs of services and/or infrastructure required to support that development.

Policy LU-6.12 **Business Retention and Expansion.** Continuously improve two-way communication with the Redondo Beach business community and emphasize customer service to existing businesses, entrepreneurial enterprises, and desired types of uses.

Policy LU-6.13 **Socioeconomic Trends.** Continuously monitor, plan for, and respond to changing socioeconomic trends.

Policy LU-6.14 **Development Projects.** Require new development and redevelopment to create unique, high-quality places that add value to and are complimentary with the community.

Policy LU-6.15 **Development Review.** Require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional and sustainable places that will compete well with their competition within the region.

Policy LU-6.16 **Protection of Investment.** Require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

Policy LU-6.17 **Private Maintenance.** Require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

Policy LU-6.18 **Impact Fees.** Require new development to pay its proportionate share of the cost of providing and/or upgrading public facilities and services impacted by new development through impact fees.

Policy LU-6.19 **Assessment Districts.** Encourage the use of special assessments as a way to address public improvements (i.e., parks, undergrounding utilities, landscape, lighting, signage, street furniture, or other public improvements) in concert with new development.

Policy LU-6.20 **Prioritize Institutional Uses.** Develop a program to attract new institutional uses in close proximity to Redondo business districts. The goal is to develop a weekday customer base for local businesses while developing the city reputation as a high tech center and incubator for coastal Los Angeles County.

Policy LU-6.21 **Job centers, corporate campuses, and transit oriented job centers.** Address jobs/workforce imbalance by creating opportunities and an environment that attracts new high end business campuses and job centers, thus reducing the number of Redondo Beach workforce population who commute to other cities to work and providing weekday customers to frequent Redondo Beach business corridors.

Policy LU-6.22 **Home Based Businesses.** Encourage and incentivize the creation of new home-based businesses to support job creation in the City and to help reduces commuter trips in and out of the City.

GOAL LU-7 HISTORIC PRESERVATION

Historic buildings, streets, landscapes and neighborhoods, as well as the story of Redondo Beach's people, businesses, and social and community organizations, are preserved and serve as a point of civic pride and identity for the community.

Policy LU-7.1 **Historic landmarks and districts.** Encourage the voluntary designation of potentially historic resources as landmarks or historic districts.

Policy LU-7.2 **Protect designated landmarks and districts.** Continue to use the Certificate of Appropriateness process for reviewing applications to demolish or alter designated landmarks and for projects within designated historic districts.

Policy LU-7.3 **Public and institutional facilitie**s. Consider the designation of potentially historic public or institutional resources under threat of demolition or deterioration.

Policy LU-7.4 **Adaptive reuse and sustainable development.** Promote historic preservation as sustainable development and encourage adaptive reuse of historic or older properties.

Policy LU-7.5 **Historic resources as cultural tourism.** Promote historic places and cultural tourism as an economic development strategy.

Policy LU-7.6 **History and cultural heritage.** Support and encourage efforts to document and share the cultural heritage and history of Redondo Beach.

Policy LU-7.7 **Culturally inclusive planning.** Ensure that historic preservation planning is culturally inclusive and reflective of the unique background and diversity of neighborhoods in the city.

Policy LU-7.8 **Incentives and technical assistance.** Provide assistance to owners of potentially eligible and designated historic properties with tools and incentives to maintain historic resources. Consider providing restoration assistance to owners of historic sites and/or structures in return for agreements or deed restrictions prohibiting their destruction or alteration inconsistent with their historic character. Continue to provide Mills Act Agreements to owners of historic sites to maintain, rehabilitate, and preserve the character defining features of historic properties.

Policy LU-7.9 **Salvage architectural features or materials.** Encourage the preservation or reuse of historic architectural features on site or within the community.

2.3 Special Policy Areas

The Land Use Element has identified seven areas of the City that warrant special policy direction due to the special role they play in the City either as a gateway, corridor, district or activity center. The purpose of identifying these areas is to create additional policy direction to preserve or enhance the special character of these areas. The following sections provide unique guidance for the following areas:

- North Redondo Tech District (SPA-1)
- Artesia Boulevard (SPA-2)
- Aviation Boulevard (SPA-3)
- Galleria (SPA-4)
- North PCH (SPA-5a)
- Central PCH (SPA-5b)
- Torrance Boulevard (SPA-5c)
- South PCH (SPA-6)
- Riviera Village (SP-7)



A Note on AES and the Waterfront

King Harbor, the historic "endless" pier, and the historic Old Salt Lake wetlands make Redondo Beach unique amongst the South Bay Beach Cities. We enjoy the only harbor in the 26 miles of coastline between Marina Del Rey and LA Harbor. Our historic "endless" or "horseshoe" pier is unique on the California coast.

At the time of the General Plan update, it was uncertain what potential land use changes at the Waterfront and existing AES site should be discussed, if any. As a result, and consistent with the direction provided in the Open Space and Conservation Element, no land use changes to either area are proposed at this time and the City will maintain the current zoning standards for each location. This is also the reason that neither site was identified in the Land Use Element as a Special Policy Area during the current update. On December 31, 2023, AES officially closed the generating station, which operated for more than 100 years in Redondo Beach.



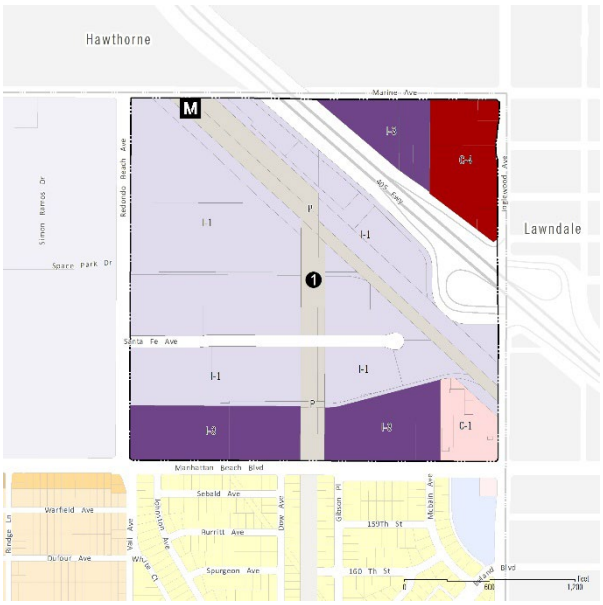
Source: Daily Breeze

In the future, both AES and the Waterfront will require special focused planning efforts associated with any proposed redevelopment of the sites, particularly in light of the permanent shut down of the power plant. In addition, the City will continue to maintain communications with property owners, and in the case of AES, state energy regulators, regarding the status of activities related to both sites. When timing is appropriate, the City will identify a strategy and process for reuse or preservation of each area.

NORTH REDONDO TECH DISTRICT (SPA-1)

Home to some of the City's largest employers, the North Redondo Tech District is envisioned as a transit-oriented employment-generating industrial center of innovation in a campus-like atmosphere that also incorporates supportive retail and hospitality uses adjacent to the freeway.

The Green Line Transit Station at Marine Avenue (at the northern edge of this SPA) provides a connection to a growing regional light rail network that is planned to be extended further south adjacent to the Galleria and onto a terminus near Torrance City Hall. The City of Redondo Beach supports locating any extension of the metro line within the Hawthorne Boulevard right-of-way.



Policy Direction

Goal. A thriving jobs center of innovation that has regional transit connectivity.

- **Jobs Center.** Maintain existing employers and attract new innovative industrial, technology, manufacturing and commercial uses to bolster the jobs available to local residents.
- **Retail Nodes.** Create commercial nodes at key intersections and adjacent to the freeway to provide retail uses that are complementary to the jobs generating uses in the area.

North Redondo Jobs Generators

Northrop Grumman is a global aerospace, defense and security company located in Redondo Beach that provides support to the U.S. government, principally the Department of Defense and intelligence community.

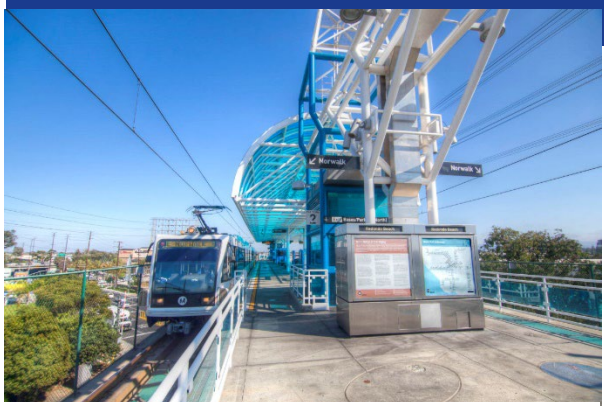


Photo: CivicCouch.com

ARTESIA BOULEVARD (SPA-2)

The Artesia Corridor will be the "Main Street" of North Redondo, providing an identifiable, safe, attractive, and inviting place to serve residents' and visitors' unique needs, while also fostering prosperous small businesses. As the primary corridor that serves North Redondo, the uses in this area are predominantly commercial. Existing residential uses may remain, but no new residential or mixed-use (residential over retail) development will be permitted along the corridor. Artesia Boulevard corridor allows up to 1.50 FAR within the AACAP. Prioritization of uses on Artesia Boulevard are envisioned as:

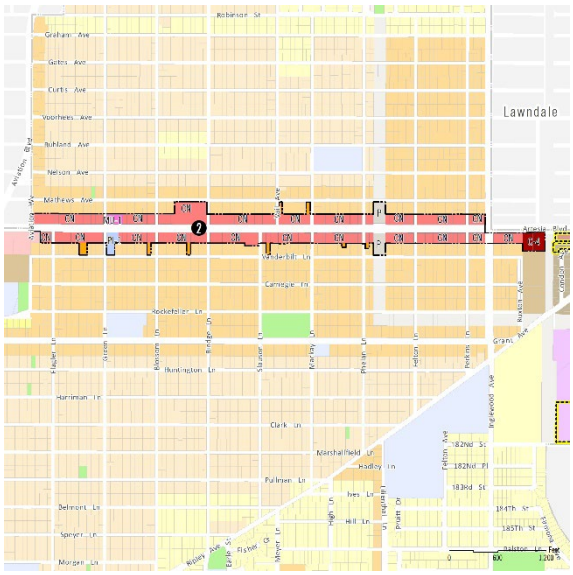
West End - Aviation Boulevard to SCE Easement. A mix of retail and office with an emphasis on restaurant with outdoor dining (should be priority).

East End - SCE Easement toward Galleria. Office uses will be strongly encouraged and prioritized in this segment to help transition auto-oriented uses from the Galleria to pedestrian-oriented (neighborhood serving) uses along Artesia.

Policy Direction

Goal: An active and revitalized corridor that serves at the "main street" of North Redondo through the thoughtful implementation of placemaking, mobility, parking, land use and economic development strategies. The reorientation from commuter-serving to serving and supporting the adjacent and surrounding residential neighborhoods.

- **Mix of Uses.** Attract and retain a mix of retail, restaurant and office businesses that serve the community (adjacent residential neighborhoods) and attract visitors.
- **Placemaking.** Activate, reenergize and revitalize the corridor through thoughtful placemaking efforts that create active streetscapes and enjoyable pedestrian experiences with creative public spaces, outdoor dining, landscaping, and an active public arts program.
- **Connected Identity.** Identify storefront, sidewalk, signage, façade improvements, and public art to create a defined and connected design character along the corridor. Identify the gateways into the Artesia corridor and transition and connect the corridor to the Galleria at South Bay (Social District).
- **Increased Access.** Enhance walking, bicycle and transit access, with improved bus shelters and recessed access points, to the area to provide improved access, and when feasible, mid-block pass throughs, to local residents in adjacent neighborhoods by improving connectivity and the travel experience through the corridor with safer, more convenient facilities.



Artesia & Aviation Corridors Area Plan (AACAP)

The City adopted the Artesia & Aviation Corridors Area Plan (AACAP), on December 8, 2021, that further details the programs and design guidelines to guide future development along Artesia and Aviation Boulevards, including architectural and streetscape design guidelines, parking strategies, options for new bike lanes, public art programs and outdoor dining strategies. The document serves as a series of actionable "next steps" that the City is pursuing to stimulate economic investment and activity in the corridor.

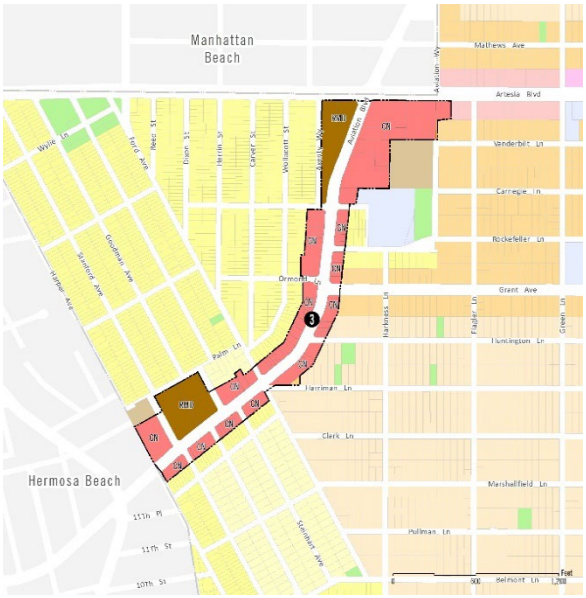


- **Parking.** Integrate creative parking solutions including shared parking, parking structures, flexible parking development standards, elimination of required parking, and other strategies to incentivize investment and remove impediments in the corridor. Encourage pedestrian access between currently separated onsite parking lots.
- **Economic development.** Facilitate and encourage redevelopment and reinvestment in private property through activities such as expedited permitting, flexible development standards for targeted uses, low-cost loans, or establishment of a Business/Parking Improvement District.

AVIATION BOULEVARD (SPA-3)

Aviation Boulevard includes a mix of unique and varied small businesses that provide service, office, retail, and restaurant uses. It is connected to the Artesia Corridor (separated by a neighborhood commercial shopping center at the intersection of Aviation and Artesia Boulevards) and contains two medium density multi-family (RMD) areas fronting the corridor: one at the corner of Artesia Boulevard and the other between Goodman and Stanford Avenues.

As part of the Artesia & Aviation Corridors Area Plan (AACAP), it was determined that the character of Aviation Blvd should remain as a primarily small-scale neighborhood serving commercial district and that the multi-family residential was also an appropriate mix of uses for the area. As future development and revitalization occurs, the adopted AACAP will provide more detailed guidance to visually improve and activate the corridor and to link uses to the surrounding residential areas, similar to Artesia Boulevard.



Relationship to Artesia Blvd. and AACAP

The Aviation Blvd. corridor is smaller and less centrally located in the City, than Artesia Blvd. As such, the aspirations for Aviation Blvd. are very similar to Artesia Blvd. from a connectivity, placemaking and activity center perspective, but are scaled back to be consistent with its secondary role in the corridors. It is intended to create a pleasant and safe pedestrian realm that prioritizes access to local businesses for nearby residents. The AACAP document outlines several implementation actions to achieve this.



Policy Direction

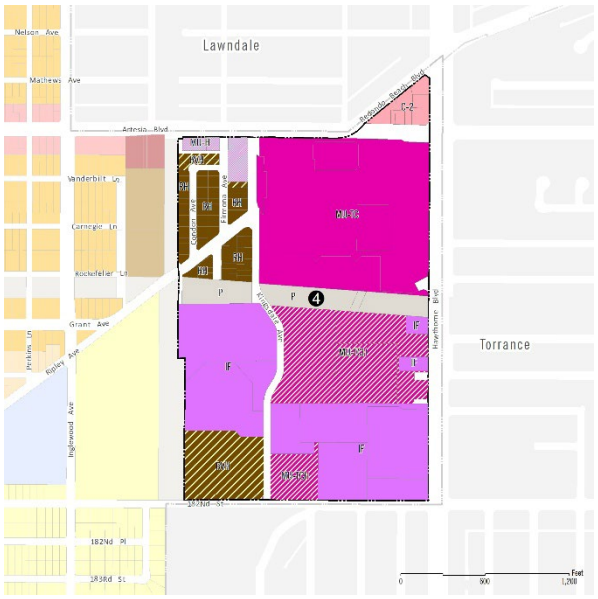
Goal: An active and revitalized corridor that provides local serving commercial and office uses and prioritizes improvements that generate connectivity to the surrounding neighborhoods through thoughtful implementation of placemaking, mobility, parking, land use and economic development strategies.

- **Local business center.** Attract and support local serving businesses that facilitate connections to the surrounding neighborhoods.
- **Neighborhood connectivity.** Actively create physical and visual connections to the neighborhoods adjacent to Aviation Blvd. through design, streetscape or mobility improvements to generate local activity and minimize vehicular trips.
- **Cohesive identity.** Identify storefront, sidewalk, signage, public art and façade improvements to create a connected design character along the corridor.
- **Increased Access.** Enhance walking, bicycle and transit access to the area for local residents by improving connectivity and the travel experience through the corridor with safer, more convenient facilities.
- **Parking.** Integrate creative parking solutions including shared parking, parking structures, elimination of required parking, pedestrian access between separate onsite parking lots, and other strategies to incentivize investment in the corridor.
- **Economic development.** Facilitate and encourage redevelopment and reinvestment in private property through activities such as expedited permitting, low-cost loans, or establishment of a Business/Parking Improvement District.

GALLERIA (SPA-4)

The Galleria Special Policy Area is envisioned as a transit-oriented center of commerce and creativity with a focus on regional commercial and residential uses on the Galleria site, an industrial flex uses south of the Galleria Mall, and higher-density housing throughout in areas identified for high (RH) and very high (RVH) density residential use, mixed use (housing required) (MU-H), and mixed-use transit center (housing required) (MU-TCH). The Industrial Flex area is envisioned 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.

A planned extension southward of the Green Line from Manhattan Beach Blvd. is anticipated to include a future Transit Station adjacent to this SPA along Hawthorne Boulevard, which will provide a connection ultimately planned to extend further south with a terminus near Torrance City Hall. The area west of the Galleria Mall allows for a limited amount of high and very high density residential, with more housing or mixed-use development fronting Artesia Blvd.



Policy Direction

Goal. A mixed-use transit node that serves as a regional draw for commercial uses and a center for new innovative jobs and high density housing.

- **Regional Hub.** Create a regional hub of commercial activity and an innovative jobs center supported by limited high density residential opportunities.
- **Connectivity to Transit.** Link future development to the future Metro Station stop to foster regional connectivity and alternative transportation options.
- **Transmission Corridors**. Facilitate and enhance east west connections through the transmission easement, especially to schools and other public facilities.

Projects Approved in the Galleria SPA

The City approved revitalization of the Galleria in January of 2019 which included 300 residential units and renovation of the existing mall with new retail space, a hotel and an expansive outdoor public open space area (the Great Lawn) inclusive of a new skate park. This SPA folds in that project and identifies additional opportunities for development in the area as also identified in the Housing Element.

PCH NORTH (SPA-5A), PCH CENTRAL (SPA-5B) AND TORRANCE BLVD. (SPA-5C)

PCH North

PCH North will foster a mix of office and neighborhood commercial uses on both sides of PCH in support of the adjacent residential neighborhoods.

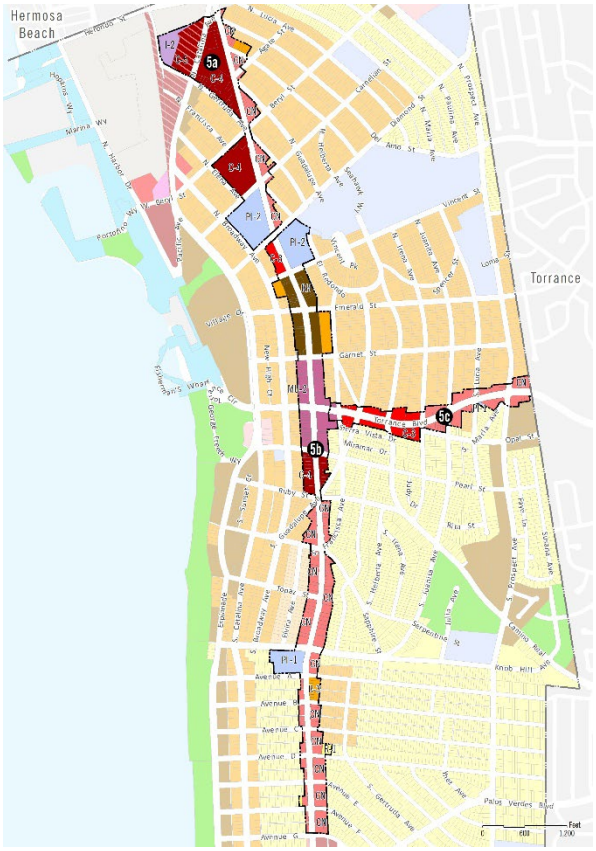
PCH Central

PCH Central is the Spine of South Redondo, projecting "Beach Town Vibes" with lower-profile buildings, identifiable, safe, attractive, and inviting places to serve residents' and visitors' unique needs, while also fostering prosperous small businesses.

Torrance Blvd.

Torrance Boulevard provides an eastern gateway into the City and serves as the entryway to the City's pier and waterfront. A mix of smaller scale neighborhood serving commercial uses are proposed at the eastern end of this corridor with larger scale medical office and a mix of general commercial uses approaching Pacific Coast Hwy.

In doing so, it will help to maintain the lower scale commercial adjacent to the residential uses near Torrance Blvd in the eastern area (reflecting the existing scale of commercial) and allow for increases in commercial development where the larger medical offices exist approaching the higher density residential and more intense commercial uses near PCH.



Policy Direction

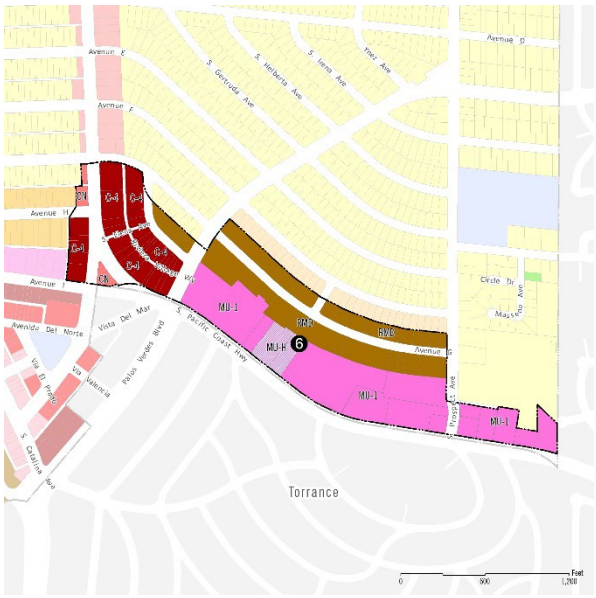
Goal. Corridors that are neighborhood serving and provide visual gateways, connectivity and access into the City.

- **Gateways.** Create gateways, that include public art, to demark the east-west entry into Redondo Beach and the entries into the "districts" created by PCH North and PCH Central. Gateways should help define the greater Redondo Beach brand as well as create distinctive areas along the PCH corridor.
- **Neighborhood Character.** Maintain and revitalize/redevelop the small scale "unique" commercial uses that define the "Beach Town" character and support both the visitor and nearby residential neighborhoods, especially in PCH Central.
- **Housing Opportunities & Religious Facilities.** Allow for the redevelopment of existing religious uses into high density residential consistent with established housing policies (Housing Element). Create safe connections between the corridor and adjacent residential.

- **Neighborhood Connectivity.** Seek opportunities to create connections, including pedestrian pass-throughs and safe bicycle access, from the adjacent high density residential neighborhoods into the corridor.
- **Pedestrian Improvements.** Identify opportunities to enhance the pedestrian experience through creative storefronts, signage, and landscaping.

PCH SOUTH (SPA-6)

PCH South is the southern gateway into the City and the entryway into the Riviera Village. PCH South projects a more urban version of the City's "Beach Town Vibes" with higher-profile buildings, and attractive visitor serving hotels, restaurants, offices and adjacent higher density residential that combine into identifiable, safe, attractive, and inviting places to serve residents' and visitors' unique needs, while also fostering prosperous small businesses.



Policy Direction

Goal.

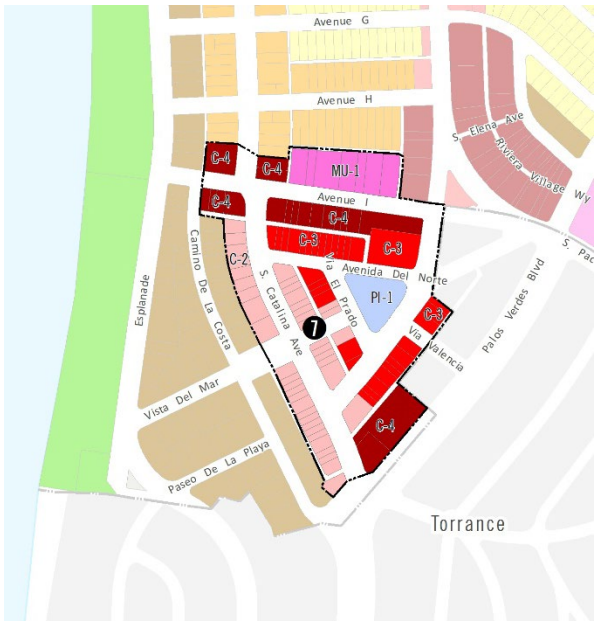
Maintain the South PCH corridor as a neighborhood serving commercial district and the primary visitor-serving hospitality location in south Redondo with safe pedestrian and bicycle access to the Riviera Village and beaches.

- **Mix of Uses.** Encourage a variety of uses: Hospitality, commercial service, retail and restaurant, office, and high density residential (MU-1 and MU-H only) that will support the visitor and high density residential neighborhoods within and adjacent to the corridor.
- **Gateways.** Create gateways, that include public art, to demark the southern entry into Redondo Beach and the entries from the corridor into Riviera Village. Gateways should help define the greater Redondo Beach brand as well as the distinct Riviera Village.
- **Visitor Support.** Encourage the development of hospitality and enhance pedestrian and bicycle access along the corridor and to the Riviera Village and beaches.
- **Neighborhood Connectivity.** Seek opportunities to create connections, including pedestrian pass-throughs and safe bicycle access, from the adjacent high density residential neighborhoods into the corridor.
- **Quality of Design.** Develop design guidelines that will provide direction for building design, outdoor spaces, public signage, streetscape, public art and landscape improvements consistent with the character of the area and the transitions from the corridor into the Riviera Village and adjacent high density residential neighborhoods.

RIVIERA VILLAGE (SPA-7)

Riviera Village has long been one of Redondo Beach's most neighborhood-oriented and walkable mixed use districts. Its pedestrian orientation, collection of small shops, restaurants and offices and low rise buildings with sidewalk frontage all serve to create an active village character.

At its core, Riviera Village has a small town "main street" feel with a continuous line of shops fronting sidewalks and diagonal on-street parking. As the activity center of south Redondo Beach, the intent is to preserve and enhance the mix of community-serving uses, scale of development and overall character of Riviera Village to ensure it will be an appealing local gathering space in the future.



Policy Direction

Goal:

Maintain Riviera Village as a low-density, local serving commercial district, that is identifiable as a distinct "Village like" environment characterized by a high level of pedestrian activity.



- **Mix of Uses.** Encourage a variety of uses: commercial, office (second floor and to the rear only-medical office exempt), and limited residential (MU-1 only) that will provide ongoing activity during various hours of the day and that reinforces the notion of a central gathering space in south Redondo.
- **Pedestrian Activity.** Encourage the development of outdoor dining and other sidewalk-oriented uses. Allow for parkettes as determined consistent with enhancing the "Village like" environment and supporting pedestrian activities.
- **Quality of Design.** Develop design guidelines that will provide direction for building design, outdoor spaces, public signage, streetscape, public art and landscape improvements consistent with the character of the area.
- **Parking.** Seek opportunities to develop centralized and flexible parking solutions including use of public spaces for businesses, as well as shared and subterranean parking.

Examples of Village Character

- Siting of structures fronting pedestrian walkways, courtyards, and other open spaces;
- Use of arcades and other setbacks along street frontage;
- Use of building articulation and fenestration to break up long expanses of flat walls;
- Use of varying roofline and height variations to create visual interest
- Use of public art to enhance the character defining element of the "village"
- Use of design detailing, unified architectural elements and landscaping to create a character that is unique to Riviera Village.

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2 LAND USE ELEMENT

Redondo Beach embraces its vision of being a safe, family-friendly, and highly desirable place to live. With the community's vision and guiding principles in mind, the Land Use Element provides a long-range guide for the physical development of the city that both protects neighborhoods that define the city's character and ensures the city evolves in an environmentally and fiscally sustainable manner over time. This element provides the framework to guide the distribution, location, size and intensity of new development while identifying ways to minimize potential conflicts and enhance compatibility between uses.

As population continues to increase within the city and region, Redondo Beach will be strategic in its approach to new development and modifications to existing land uses to ensure thoughtful integration moving forward. Through its focus on the established and emerging patterns of land use, this element is also a tool to promote public health, reduce infrastructure costs, enhance local economies, and address long-term environmental issues such as air quality, climate change, and preservation of natural resources including water. Through the provisions of the General Plan, the City can develop strategies and actions to respond to the community's changing needs without compromising the integrity of the uses, places, spaces and experiences the community values most.

2.1 Introduction

Land uses in Redondo Beach are characterized as a diverse collection of residential, commercial, light industrial and technology, and public uses that provide residents and visitors with the opportunity to: live in safe and established neighborhoods, dine in a variety of locally owned establishments, have access to the region via accessible transit options, work for large employers or in small businesses, recreate in local parks, the harbor, beaches, and bike trails, and create strong ties to the community through civic uses and events. The mix, diversity, and compatibility of uses is essential to the community's ability to thrive and be sustainable over time.

The Land Use Element provides the primary basis for City decisions on development applications and establishes policies to help establish the general framework for the future pattern of growth, development, and sustainability in Redondo Beach. The goals, policies, and implementation measures within this element support the city's Vision and Guiding Principles, contribute to the character of the community and serve the health, safety, and needs of the citizens.

The Land Use element includes goals, policies, and implementation measures that structure and guide future development, ensure the provision of a range of land uses to support the community's vision of diverse housing options and a vibrant economy, and provide direction on how uses should relate to one another to safeguard safety and compatibility and ensure the preservation of Redondo Beach's high quality of life.

The key components of this element are the policy framework, which includes the goals and policies that guide land-use decisions and help shape future development and public investment; the land use plan, including the land use map and designations; the focus areas and special policy areas discussions; and the implementation measures (Appendix B).

2.1.1 PURPOSE

California state law requires that every city and county adopt a comprehensive, long-term general plan that addresses the broad range of issues associated with a local jurisdiction's planning area (Government Code § 65300). Redondo Beach's total planning area covers approximately six square miles which represents the ultimate possible external borders of the City since there are no unincorporated areas located within its boundaries and since the boundaries of adjacent jurisdictions (Hermosa Beach and Manhattan Beach to the west, Lawndale to the north and east, and Torrance to the east and south) preclude expansion. In addition, the City's sphere of influence is contiguous with its boundaries since all areas surrounding it are incorporated.

California Government Code Section 65302(a) stipulates that general plans 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 Land Use Element is complemented by the additional policy guidance in other elements that relates to a specific topic. For example, Housing Element is closely tied to the Land Use Element because the Land Use Element identifies the locations and diversity of housing types available in

the City that can be used to achieve housing mandates specified by the State Office of Housing and Community Development. The *Open Space and Conservation Element* provides guidance for the open space and recreational amenities in the community, and the Safety Element addresses how the built environment may be impacted by man-made or natural disasters.

2.1.2 RELATIONSHIP WITH OTHER PLANS AND PROGRAMS

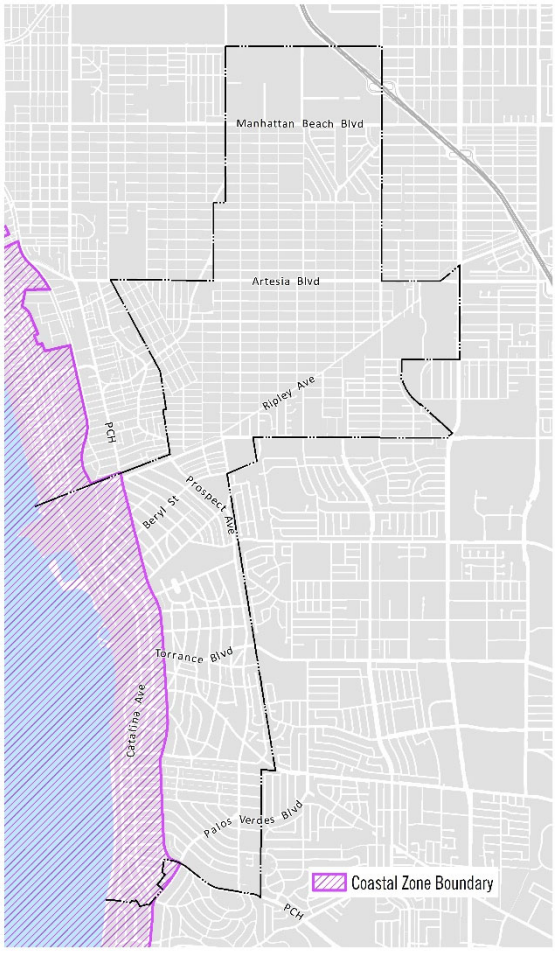
The Land Use Element is one of several elements of the Redondo Beach General Plan. Social, economic, political, safety, and aesthetic factors must be considered and balanced when developing a land use strategy. The Land Use Element must be consistent with these other plans and programs to minimize conflicts between documents and ensure the City's approach to future land use development is compatible with these other factors/documents.

Local Coastal Program

In addition to the General Plan, state law requires the City of Redondo Beach to prepare and maintain a Local Coastal Program (LCP) for portions of the city located within the Coastal Zone.

The LCP is comprised of the City's land use plans within the Coastal Zone along with implementing ordinances to carry out the intent of the Coastal Act.

The LCP is unique in the General Plan in that it provides both the land use plan and the regulations or zoning standards that support its implementation. As such, everything in the City's Land Use and other Elements of the General Plan must be consistent with the provisions of the LCP.



Local Coastal Program (LCP)

A local government's (a) land use plans, (b) zoning ordinances, (c) zoning district maps, and (d) other implementing actions within sensitive coastal resources areas, which, when taken together, meet the requirements of, and implement the provisions and policies at the local level.

2.1.3 AGENCY COORDINATION

Development in the City of Redondo Beach affects and is shaped by the actions of adjacent cities, utility districts (i.e. Southern California Edison), school districts, service providers and governmental agencies such as the County of Los Angeles, and the California Departments of Transportation and Housing and Community Development (State). As a result, it is essential that the City of Redondo Beach maintain coordination with each jurisdiction that would impact the other. Agencies that the City must coordinate with include, but are not limited to:

Land Use Compatibility and Street Coordination: Cities of Hawthorne, Manhattan Beach, Hermosa Beach, Lawndale and Torrance.

Regional Transportation: LA Metro, Caltrans, Los Angeles County Transportation Commission, Southern California Association of Governments (SCAG) and the Burlington Northern Santa Fe (BNSF) Railroad.

Development of the Harbor, Pier, Coastal Properties: Los Angeles County Department of Beaches and Harbors, California Coastal Commission, State Lands Commission, California Department of Fish and Wildlife United States Department of Fish and Wildlife, United States Army Corps of Engineers (USACE), and the Regional Water Quality Control Board (RWQCB).

Housing: California Department of Housing and Community Development, Southern California Association of Governments (SCAG).

Schools: Redondo Beach Unified School District.

Electrical Transmission Facilities: Southern California Edison.

Regional Air Quality: South Coast Air Quality Management District (SCAQMD).



At-A-Glance

70,242 population in 2020

4.7% unemployment rate in March 2020 (pre-COVID)

39,116 labor force (16 and older), 2019

$113,499 median household income (2019)

Source: Housing Element 2021-2029

2.2 Land Use Strategy

Historically, the City was predominately a water front community with surrounding single-family suburban residential community with commercial corridors to support the service and retail needs of surrounding neighborhoods. Currently, Redondo Beach offers a mix of housing types with approximately 40 percent of the City's residential land designated for single-family and 60 percent multi-family housing. Single-family homes make up about 54 percent of the housing stock, the multi-family share is approximately 46 percent, and mobile homes comprise less than one percent. However, over two-thirds of the Redondo Beach housing stock is 40 or more years old (built before 1980).



Single-Family and Multi-Family Housing

A single-family house is defined as one house and/or one house and an accessory dwelling unit (ADU) on a lot.

Multi-family homes are defined as two or more units on a lot (attached or detached).

2.2.1 KEY CONSIDERATIONS

What Are We Planning for? Things Considered While Planning for the Future of Redondo Beach:

9,400
Approximate number of new residents anticipated by 2040 (see Appendix A, *General Plan Buildout Methodology*)

5,800
Approximate number of new jobs anticipated by 2040 (see Appendix A, *General Plan Buildout Methodology*)

13.5%
Percent increase in the median home sales price from 2020 to 2021 (Housing Element 2021-2029)

91.9%
Percent of working residents leave Redondo Beach for work each day (Census, On the Map, 2019)

Redondo Beach has experienced sustainable growth over the years in order to maintain its small, beachside community character. As urban regions continue to experience increases in population, so too will the City. Redondo Beach has maintained a steady annual average increase of 0.22% and is projected to reach a population of over nearly 90,000 in 2040. As time progresses and the city evolves, it becomes necessary to plan for and guide future changes and evolve to accommodate the needs of the residents, adapt to current societal and technology trends, and manage sustainable growth.

As the State continues to experience a shortage of housing, the City has historically seen that residential development has occurred at the higher end of the City's allowable residential density ranges.

As Redondo Beach celebrates and values its family-friendly atmosphere, it's imperative to maintain diversity of families and an aging population through expanded housing options available at a variety of price ranges.

As the City continues to evolve, it will be important to provide a variety of future residential development for the senior population, first-time homebuyers, and the City's labor force. New housing developments that are of a high-quality, and sustainable design will need to contribute to the City's economic viability by providing a strong, stable tax base from both property tax and sales tax, especially as more land uses are converted to residential from other, revenue-generating uses or job centers. These land use decisions should be made in the context of future fiscal impacts to the operation of the City to ensure that services can be provided to residents.

Historically most residents commute out of the city for work, therefore there is a significant demand for new office space in Redondo Beach to allow residents to work where they live. With the tech industry jobs on the rise within the region, opportunities for new and expanded industries exist to provide residents with local employment opportunities.

Housing Element

The land use approach was heavily shaped by the mandates required by the State for new housing objectives. The City's 2021-2029 Housing Element outlines the City's requirements, and the requirements have been folded into the Land Use Plan (Figure 2.1) and Buildout Estimates (Table 2.2).

2.2.2 GENERAL APPROACH

The intent of the land use approach is to maintain the fundamental pattern of existing land uses in the City, preserve residential neighborhoods and commercial and industrial districts, and provide opportunities for enhancement and improvements through intensification or reuse within centers of community activity and identity.

Where and how new housing opportunities are provided in Redondo Beach is of particular importance to the City. Since Redondo Beach is a predominantly built-out city in a county with ongoing demand for new housing driven by State requirements, there is pressure to convert and/or integrate nonresidential uses with residential uses because of the high market value of land in the region. As housing demand increases and available land becomes more limited, it is anticipated that there will be an increasing trend toward higher-density residential development integrated within some nonresidential developments. Careful planning for the integration of these uses into the fabric of the City's existing nonresidential neighborhoods in proximity to existing and future transit centers will help to fulfill housing needs and maintain the small beach town character in Redondo Beach.

Through outreach and collaborative efforts to gain feedback from the community, a General Plan Advisory Committee (GPAC), the City's Planning Commission, City Council and other stakeholders (residents and the business community at public workshops), a vision statement and guiding principles were established. The goals, policies, and implementation measures contained in this element were developed with those in mind. They strive to maintain the City's existing urban patterns while allowing for desired enhancement in identified focus areas. In addition, the City's existing land use element provided guidance for some of the City's unique and special communities that continue to be important to the city's identity for preservation while allowing for desired changes in line with the community's vision forward.

Vision and Guiding Principles

The Vision and Guiding Principles outlined in the General Plan Introduction set the foundation for the goals and policies in this element and the overall approach to the way the City will evolve in the future.

Key Considerations

Through the community engagement process for this General Plan update, participants identified numerous land use considerations and values that are represented in the General Plan. The Redondo Beach of the future will be a city that :

- Has the opportunities of a large city combined with the charm, beauty and attitude of a small town.
- Celebrates an active and casual beach culture and a high quality of life of a seaside city.
- Maintains established neighborhoods and districts.
- Maintains a safe and family-friendly atmosphere.
- Promotes a healthy and sustainable environment.
- Provides a variety of housing that appeals to the life styles and affordability needs of residents.
- Embraces creativity, innovation, and technological advances to attract cutting edge industries.
- Reimagines and revitalizes its corridors, the waterfront, the regional mall, and all commercial and industrial sectors to create more quality jobs and unique destinations for residents, employers, and visitors.
- Adopts new modes of transportation—reducing reliance on personal automobiles.
- Connects our residents to regional employment centers and cultural destinations throughout the region via the Metro Green Line.
- Fosters meaningful civic engagement to ensure decisions related to the future of our community are informed, transparent and reflective of our citizens' views.

The City of Redondo Beach is predominantly built out with very few vacant sites available to accommodate future land use changes requiring the City to look at very select areas to accommodate new uses, many of which may have never been considered previously. As such, changes to the plan aimed to:

- Preserve established residential neighborhoods and principal commercial districts allowing for infill development and recycling of uses that are compatible with adjacent development.
- Maintain the fundamental pattern of existing land uses, preserving residential neighborhoods and commercial and industrial districts, while providing opportunities for intensification or reuse of focused areas of the City (Special Policy Areas, for example).
- Focus on reuse or repurpose of underutilized sites (transitioning retail properties), corridors, and areas located adjacent to the freeway and proposed (or planned) Metro station stops such as the North Tech District, Galleria and South Bay Marketplace.
- Target change in areas essential to satisfy the City's State-mandated obligation to demonstrate it could meet its Regional Housing Needs Allocation (RHNA) requirements for housing.

2.2.3 COMPONENTS OF THE LAND USE PLAN

The development, use, and distribution of land are critical to achieving our city's vision and adhering to our core values and guiding principles. As stewards of the land, the City must plan for uses and development that maintain and enhance a sustainable, healthy, and livable city; ensure equitable outcomes and land use distributions; protect and enhance our cultural and community assets; and provide opportunities for growth and prosperity that is compatible and integrated with our existing communities. Land is a finite and valuable resource, especially in Redondo Beach; its use dictates the city's economic and fiscal future.

The Land Use Plan consists of three primary components: the land use designations with intensities, the land use map, and the buildout totals associated with the map.

Land Use Designations and Map

The land use designations establish the types and intensity of land uses permitted in Redondo Beach. The land use map displays the pattern, distribution, and intensity of land use designations across the entire city, down to the parcel level. Table 2.1 outlines the definitions of each of the designations and Figure 2.1 shows the fundamental pattern of land use.

Buildout

Table 2.1 reflects the reasonable long-term buildout potential for housing units, nonresidential building square footage, and jobs that could be generated by the overarching growth strategy and the Land Use Plan (Figure 2.1).

While these estimates provide a tool to monitor growth in the City, the figures shown in Table 2.1 represent an informed but estimated projection of a future condition. The Land Use Element establishes the maximum buildout potential for housing units and nonresidential building square footage and also estimates the population and employment at buildout. It should be noted that

the maximum buildout is not a goal; it is simply a capacity analysis that identifies the maximum allowable development potential that could occur within the community over numerous decades. The actual development will likely vary in terms of location, mix of uses, and intensity.

The *Land Use Buildout Methodology*, Appendix A, details the assumptions and methodology used to generate the estimates in Table 2.1.

Table 2.1: General Plan Land Use Designations

Land Use Designation	Maximum Density/Intensity	Description
Residential*		
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
RVH	A minimum of 20 du/ac up to and including 65 du/ac	Townhomes, condominiums, apartments
* Notes: ~~1) For properties within a residential overlay area, the maximum density allowed within the overlay shall prevail.~~ ~~2~~1) Existing commercial uses within residential land use districts shall be considered legally conforming.		
Commercial		
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) *Conditionally permitted subject to zoning code
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

Table 2.1: General Plan Land Use Designations

Land Use Designation	Maximum Density/Intensity	Description
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)
Mixed-Use		
Mixed-Use Transit Center (MU-TC)	Max. FAR 1.50 Up to and including 30 du/ac	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. Mixed-use transit center development should be of high quality and designed to be pedestrian-oriented and integrated with existing surrounding uses. 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. 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.
Mixed-Use Transit Center (Housing Required) (MU-TCH)	Max. FAR 1.50 A minimum of 20 du/ac up to and including 80 du/ac (50 percent of total floor area must be for residential use)	Provides for an integrated mix of residential with community and regional serving commercial retail, service, office, entertainment, and hotel uses in close proximity to transit stations. Mixed-use transit center development in the housing required areas shall require at least 50 percent of the total floor area to be designated for residential uses. Development in should be of high quality and designed to be pedestrian-oriented and integrated with existing surrounding uses. 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, stand-alone commercial or office with residential development in a horizontal mixed use configuration, and exclusively residential projects. It is recommended that residential projects in this designation include an affordable component. Maximum FAR 1.50 with a minimum density of 20 dwelling units per acre up to and including a maximum density of 80 dwelling units per acre. Density may increase consistent with state law for affordable units.
Mixed-Use Low (MU-1)	Commercial Only: ~~0.35~~ 0.50 FAR Commercial and Residential together:	Provides for an integrated mix of commercial retail, service, office, entertainment, and residential uses. Uses can be mixed in a vertical or horizontal configuration. Mixed-use development should be of high quality and designed to integrate with existing surrounding uses. Configurations include ground floor commercial

Table 2.1: General Plan Land Use Designations

Land Use Designation	Maximum Density/Intensity	Description
	Max. FAR 1.50 (all ~~density~~ square footage exceeding 0.70 FAR must be for residential ~~units~~use) Up to and including 30 du/ac	with residential units on upper floors or standalone commercial or office development. This designation is intended to encourage pedestrian-oriented development that has a strong emphasis on creating a safe and attractive streetscape. 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.
Mixed-Use Medium Low (MU-2)	Commercial Only: 1.00 FAR Commercial and Residential together: Max. FAR 1.50 (all ~~density~~ square footage exceeding 0.70 FAR must be for residential ~~units~~use) Up to and including 35 du/ac.	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. 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. 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. 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.
Mixed-Use Housing Required (MU-H)	Residential Only: 1.5 FAR Commercial and Residential together: Max. FAR 1.50 (All square footage exceeding 0.75 FAR must be for residential use, 50 percent of total floor area must be for residential use) A minimum of 20 du/ac up to and including 65 du/ac	Provides for housing development to be integrated into the City's mixed use and commercial corridors by requiring housing development while also allowing for a mix of commercial retail, service, office, and entertainment uses. Exclusively residential projects and mixed use projects where at least 50 percent of the total floor area is for residential uses are allowed. Mixed use projects may be mixed in a vertical or horizontal configuration. 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, stand-alone commercial or office with residential development in a horizontal mixed use configuration, and exclusively residential projects. This designation is intended to encourage pedestrian-oriented development that has a strong emphasis on creating a safe and attractive streetscape. It is recommended that residential projects in this designation include an affordable component. Maximum FAR 1.50 and A minimum density of 20 dwelling units per acre up to and including a maximum density of 65 dwelling units per acre, density may increase consistent with state law for affordable units.
INDUSTRIAL		

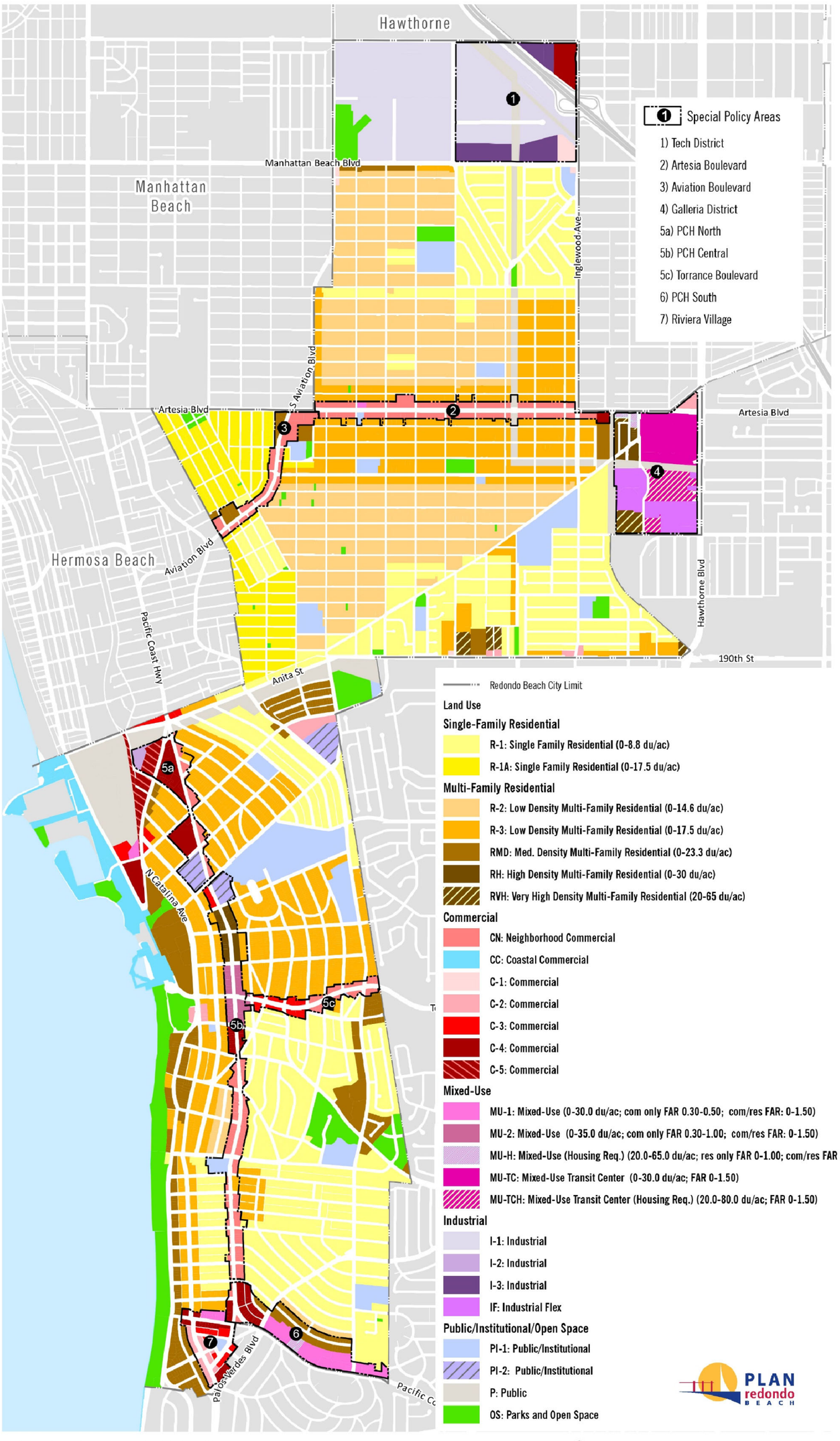
Table 2.1: General Plan Land Use Designations

Land Use Designation	Maximum Density/Intensity	Description
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.
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.
Public/Institutional/Open Space		
Public/Institutional (PI-1)	~~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	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. ~~Sites that are allowed to develop up to a maximum 1.25 FAR are also s~~Subject to Planning Commission Design Review (PCDR).
Public/Institutional (PI-2)	FAR 1.25 Subject to Planning Commission Design Review	Same uses as PI-1 Subject to Planning Commission Design Review (PCDR).
Public~~/Utility~~ (~~U~~P)	~~Max.~~ FAR 0.10	Governmental administrative and capital facilities, parks, schools, libraries, hospitals and associated medical offices, public cultural facilities, public open space, utility easements, and other public uses.~~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.

Table 2.1: General Plan Land Use Designations

Land Use Designation	Maximum Density/Intensity	Description
~~Residential Overlay (-R)~~	~~Min. 20 du/ac~~ ~~Max. 55 du/ac~~	~~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.~~ ~~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.~~ ~~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.~~ ~~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.~~ ~~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.~~ ~~Residential uses in the overlay area may be stand-alone projects, horizontal mixed use, or vertical mixed use.~~ ~~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.~~

Figure 2.1: Land Use Plan



Data Source: PlaceWorks 2026, The City of Redondo Beach 2026

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Table 2.2: Buildout Estimates

Land Use Designation	Maximum Density/Intensity[1]	Acres	% Total Acres	Dwelling Units[2]	ADUs[3]	Future Households[4]	Population[5]	Non-Res Bldg SQ FT[6]	Employment[7]
Single-Family Residential									
R-1: Single Family Residential	Up to and including 8.8 du/ac	746.8	18.8%	5,100	393	5,200	12,141	203,477	992
R-1A: Single Family Residential (Small Lot)	Up to and including 17.5 du/ac	121.7	3.1%	1,886	0	1,794	4,232	1,373	4
Multi-Family Residential									
R-2: Multifamily Residential	Up to and including 14.6 du/ac	471.9	11.9%	6,482	127	6,277	14,770	-	-
R-3: Multifamily Residential	Up to and including 17.5 du/ac	542.7	13.7%	11,051	97	10,596	24,969	281,241	1,028
RMD: Multifamily Residential	Up to and including 23.3 du/ac	146.0	3.7%	5,887	7	5,605	13,222	25,957	91
RH: Multifamily Residential	Up to and including 30.0 du/ac	13.4	0.3%	396	-	377	889	69,374	315
RVH: Multifamily Residential	A minimum of 20 du/ac up to and including 65 du/ac	14.8	0.4%	964	-	917	2,164	14,036	23
Mixed Use									
MU-1: Mixed-Use	Commercial Only: ~~0.35~~ 0.50 FAR // Commercial and Residential together: Max. FAR 1.50 (all ~~density~~ square footage exceeding 0.70 FAR must be for residential ~~units~~use). Up to and including 30 du/ac.	22.6	0.6%	701	-	666	1,572	537,906	1,076
MU-2: Mixed-Use	Commercial Only: 1.00 FAR // Commercial and Residential together: Max. FAR 1.50 (all ~~density~~ square footage exceeding 0.70 FAR must be for residential ~~units~~use). Up to and including 35 du/ac.	9.1	0.2%	321	-	305	720	278,678	557
MU-H: Mixed-Use (Housing Required)	Residential Only: 1.50 FAR // Commercial and Residential together: Max. FAR 1.50 (all square footage exceeding 0.75 FAR must be for residential use, 50 percent of total floor area must be for residential use). A minimum of 20 du/ac up to and including 65 du/ac.	3.5	0.1%	225	-	214	504	112,901	108
MU-TC: Mixed-Use Transit Center	~~-~~Max. FAR 1.50 // Up to and including 30 du/ac.	29.8	0.8%	700	-	666	1,571	1,293,144	2,586
MU-TCH: Mixed-Use Transit Center (Housing Required)	Max. FAR 1.50 // A minimum of 20 du/ac up to and including 80 du/ac. (50 percent of total floor area must be for residential use).	17.2	0.4%	1,380	-	1,312	3,096	563,407	1,127
Commercial									
CN: Neighborhood Commercial	FAR 0.50	33.5	0.8%	205[2]	-	195	460	676,891	1,934
CN (Artesia & Aviation Blvd SPA): Neighborhood Commercial	FAR 1.50 in Artesia and Aviation Blvd. Special Policy Areas	47.4	1.2%	58[2]	-	55	130	2,052,851	5,903
C-1: Commercial	FAR 0.35	6.2	0.2%	-	-	-	-	88,349	252
C-2: Commercial	FAR 0.50	17.1	0.4%	-	-	-	-	301,061	907
C-3: Commercial	FAR 0.70	16.4	0.4%	1[2]	-	1	2	395,562	1,173
C-4: Commercial	FAR 1.00	47.3	1.2%	17[2]	-	16	38	1,289,816	3,685
C-5: Commercial	Varies (Max FAR 1.50)[1]	12.2	0.3%	-	-	-	-	292,293	835
CC: Coastal Commercial	Per Harbor/Civic Center Specific Plan and LCP	55.0	1.4%	229[2]	-	218	514	256,639	700
Industrial									
I-1: Industrial	FAR 1.00	206.0	5.2%	-	-	-	-	6,925,087	8,742
I-2: Industrial	FAR 1.00	2.6	0.1%	-	-	-	-	114,929	192
I-3: Industrial	FAR 1.00	25.6	0.6%	-	-	-	-	835,611	1,393
IF: Industrial Flex	FAR 1.00	29.4	0.7%	-	-	-	-	961,596	2,747
Public / Open Space									
PI-1 & PI-2: Public/Institutional	PI-1: FAR 0.75 // PI-2: FAR 1.25[1]	170.7~~160.1~~	4.3~~4.0~~%	253[2]	-	253	436	324,153~~170,170~~	1,621~~851~~
P: Public ~~U: Utility~~	FAR 0.10~~ FAR~~	131.5	3.3%	-	-	-	-	212,577	17
OS: Parks and Open Space	FAR 0.20	146.2~~156.8~~	3.7~~3.9~~%	-	-	-	-	-	59
ROW: Right of Way	-	886.4	22.3%	-	-	-	-	-	-
TOTAL		**3,973.0**	**100.0%**	**35,855**	**624**	**34,666**	**81,430**	18,108,910~~17,954,927~~	38,068~~37,298~~

1. In some cases land uses were assumed to buildout to their maximum potential and in other cases they were assumed at a lower density or intensity base on local trends. Appendix A, General Plan Buildout Methodology provides more information related to specific assumptions. ~~The Maximum FAR in PI: Public/Institutional is 1.25 on two sites consistent with Table 2.1 General Plan Land Use Designations.~~ The maximum FAR allowed in C-5 varies by proposed use consistent with Table 2.1 General Plan Land Use Designations.
2. Commercial designations with projected housing units reflect parcels with existing homes that are projected to remain and project home key. Projected housing units in the Public/Institutional designation include assisted living facilities.
3. ADU stands for Accessory Dwelling Units
4. Households represent occupied dwelling units. Dwelling units are estimated to have a 95 percent occupancy rate, while ADUs are estimated to have an 86 percent occupancy rate.
5. Population is estimated by persons per household. Dwelling units are estimated to have 2.36 persons per household, while ADU are estimated to have 1.98 persons per ADU household.
6. Residential designations with projected non-residential building square footage reflect properties where existing institutional and commercial land uses are not projected to convert to a residential use by 2050. Residential uses, Parking structures, and other ancillary uses are not included in non-residential building square footage.
7. See Appendix A, General Plan Buildout Methodology for employment generation rates.

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GOAL LU-1 BALANCE

A sustainable community with a range of land uses that meet the diverse needs of Redondo Beach residents, offer a variety of employment, commercial, recreational, and housing opportunities that make it possible for people of all ages and abilities to live, work, recreate, and maintain a high quality of life in Redondo Beach.

Policy LU-1.1 **Balanced Land Use Pattern.** Preserve existing residential neighborhoods, while balancing development trends and state mandates, and provide for enhancement of focused planning areas to improve community activity and identity.

Policy LU -1.2 **Inclusivity**. Provide for a mix of land uses to create a complete community where residents of all ages and abilities, employers, workers, and visitors have a broad range of choices of where they can live, work, shop and recreate within Redondo Beach.

Policy LU -1.3 **Diversity of Housing.** Collaborate with residents, housing providers and the development community to provide housing opportunities for every stage of life, and to plan for a variety of housing types and price points to support the local workforce and foster a balanced community.

Policy LU -1.4 **Jobs-Housing Balance.** Create a place to live and a place to work that seeks to match its residents to jobs and promotes a workforce/ jobs balance.

Policy LU -1.5 **Education and Life-Long Learning.** Sustain and support a quality educational system for all ages and career paths, including coordination of new development with the provision of adequate schools. Also work with local partners, including but not limited to the Redondo Beach Unified School District (RBUSD), who provide life-long learning opportunities to ensure that the City's residents and workforce have access to education at all stages of life.

Policy LU -1.6 **Housing Incentives.** Allow for lot consolidation on Housing Element sites and Incentivize quality infill residential development that provides a diversity of housing types and accommodates all income levels and age groups.

Policy LU-1.7 **Homeownership Opportunities.** Support innovative development policies to expand homeownership opportunities at all income levels.

Policy LU-1.8 **Housing Affordability.** Protect existing affordable units from being converted into market rate housing or other uses.

Policy LU -1.9 **Employment Opportunities.** Provide a broad spectrum of land uses and development that offer employment opportunities for current and future Redondo Beach residents.

Policy LU -1.10 **Transit Oriented Development.** Encourage job centers with a potential affordable workforce housing component in close proximity (within ¼ mile) to the bus transit center and current and future light rail stations.

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



Required Parkland Standard

See also the Open Space and Conservation Element, (Policy OS-1.1) that requires a minimum park acreage standard of 3 acres of parkland per 1,000 residents with the intent to aspire to 5 acres per 1,000 residents.

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.

Policy LU -1.12 **Coastal Community.** Provide land uses which reflect and capitalize on the City's location along the Southern California coastline. Accommodate coastal-related recreation and commercial uses which serve the needs of residents and visitors and are attractive and compatible with adjacent residential neighborhoods and commercial districts.

Policy LU -1.13 **Public and Institutional Uses.** Provide for the continuation of existing and expansion of 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 and other public land uses and facilities to support the existing and future population and development of the City.

Policy LU -1.14 **Existing Commercial Uses in Residential Designations.** Allow for the continuation neighborhood serving business and institutional uses currently existing in residential designations. Incentivize investment in, and improvements to, these uses, including maintenance, remodels or potential building additions.

GOAL LU-2 IDENTITY

A dynamic, progressive city containing self-sufficient, health-oriented, neighborhoods and commercial districts that foster a positive sense of identity and belonging among residents, visitors, and businesses.

Policy LU -2.1 **Beach Culture.** Ensure that new development and reuse projects protect existing Redondo Beach culture and identity and preserve and recognize unique neighborhoods and areas as the building blocks and character defining elements of the community.

Policy LU -2.2 **Design Quality.** Establish the expectation that new projects will exhibit a high level of design quality that is sensitive to and compatible with its adjacent neighborhoods and results in public spaces, outdoor dining, streetscapes, and developments that are attractive, safe, functional, distinct, and respectful of the architectural history of Redondo.

Policy LU -2.3 **Context-sensitive Development.** Design new projects to be compatible with adjacent residential structures and other areas designated for other categories of use provided that no substantial adverse impacts will occur.

Policy LU -2.4 **City Image.** Encourage land uses, development projects (public and private), and public art installations that promote the city's image, identity, and history as a cultural, governmental, and business-friendly regional center.

Policy LU-2.5 **Unique gateways.** Celebrate the unique gateways to Redondo Beach by enhancing them with landscape treatments, signage, art or specialized roadway treatments.

Policy LU-2.6 **Unique architectural design.** Encourage the use of unique architectural features, facades, and outdoor spaces within Special Policy Areas to create distinctive districts in Redondo Beach.

Policy LU-2.7 **Streetscape enhancements.** Facilitate streetscape improvements, add pedestrian amenities that attract new uses, and revitalize the corridors.

Policy LU-2.8 **Pedestrian access.** For new development, encourage pedestrian access and create strong building entries that are primarily oriented to the street.

GOAL LU-3 COMPATIBILITY

Preserve and improve the character and integrity of existing neighborhoods and districts.

Policy LU-3.1 **Compatible Uses.** Foster compatibility between land uses to enhance livability and promote healthy lifestyles.

Policy LU-3.2 **Context-Aware and Appropriate Building Design.** We require appropriate building and site design that complements existing development and provides appropriate transitions and connections between adjacent uses to ensure compatibility of scale, maintain an appropriate level of privacy for each use, and minimize potential conflicts. For mixed-use (commercial and residential) require structures be designed to mitigate potential conflicts between the commercial and residential uses and provide adequate amenities for residential occupants.

Policy LU-3.3 **Neighborhood Buffers.** Encourage all commercial property owners bordering residential areas to mitigate impacts and use appropriate landscaping and buffering of residential neighborhoods, while considering the potential to provide access in the form of pass-throughs between the commercial corridors and adjacent residential neighborhoods.

Policy LU-3.4 **Industrial Impacts.** Mitigate the impacts that industrial and other non-residential uses which use, store, produce, or transport toxics, generate unacceptable levels of noise, air emissions, or contribute other pollutants have on the surrounding community.

Policy LU-3.5 **Quality Design.** Ensure new single and multi-family residential projects are consistent with the provisions outlined in City's Objective Residential Standards and non-residential development along Artesia and Aviation Blvds. is consistent with the design guidance and policies within the AACAP.

Policy LU -3.6 **Active Transportation.** Invest in active transportation connectivity between commercial corridors/job centers and residential neighborhoods to encourage healthy lifestyles.

Residential Design Guidelines (RDG) are now Objective Residential Standards (ORS)

The City initiated (2022) an update to its Residential Design Guidelines in response to State mandates to address housing affordability and streamlined processes for residential projects. RDG's now ORS's seek to: achieve locally compatible design through objective design standards; eliminate uncertainties for residential applicants by removing subjectivity; and encourage better rojects by providing clear illustrative design guidance in the standards.

Policy LU-3.7 **Access to Transit.** Support the location of transit stations and enhanced stops near the Galleria (along Hawthorne Boulevard) and North Tech District to facilitate and take advantage of transit service, reduce vehicle trips and allow residents without private vehicles to access services.

Policy LU-3.8 **Corridor Connectivity.** Recognize corridors as important cross-town thoroughfares that connect Redondo Beach, serve as transitions between neighborhoods, provide opportunities for local/neighborhood-serving retail and balance the needs of multiple transportation modes. Consider mid-block pass through between parking areas within the corridors and between the corridors and adjacent residential neighborhoods. Specifically target power line and transportation rights of way as pedestrian and bicycle corridors to connect amenities across the city and in nearby communities. Work with neighboring communities to integrate and connect these pedestrian and bicycle corridors across city boundaries.

Policy LU -3.9 **Adequate Infrastructure.** Evaluate individual new development proposals to determine if the proposals are consistent with the General Plan and the existing and planned capacities of public facilities and infrastructure improvements. Where appropriate, require developers to pay the cost of studies needed to determine infrastructure capacity in conjunction with a proposed project and if there is a rational nexus that project impacts require additional capacity or upgrades of impacted infrastructure, require the physical improvements or their fair share contribution of necessary infrastructure.

Policy LU-3.10 **Utility Corridors.** Develop plans and programs for the reuse of infrastructure and utility properties and easements as they are currently managed and should they no longer be required for their currently intended primary use and operations. In particular, the City shall target these corridors to provide active and passive uses and recreational amenities including bicycle and pedestrian paths to create connectivity to city-wide amenities and amenities located in neighboring cities.

Policy LU-3.11 **Civic engagement**. Increase the amount and quality of community engagement throughout the planning, development, and operation of our developments throughout the city's ~~ies~~ varied communities.

Open Space and Conservation and Circulation Elements

Additional policies related to new open space opportunities and connectivity can be found in the Open Space and Conservation and Circulation Elements. Policies in these sections explore connectivity to amenities as well as the different types of connections (i.e. pedestrian, bicycle, transit) that should be explored.

GOAL LU-4 HEALTH AND VITALITY

A vibrant community that supports the healthy and active lifestyles of residents and visitors

Policy LU-4.1 **Quality of Life and Livability.** Create an active, health-oriented community, that benefits from outdoor amenities and activities residents and visitors can enjoy due to the proximity to the coast.

Policy LU-4.2 **Health and Land Use.** Seek to incorporate health considerations into land use planning decisions in a manner that improves health and well-being.

Policy LU -4.3 **Coastal Amenities.** Promote and enhance the City's coastal amenities such as its beaches, King Harbor and the Redondo Beach Pier that serve as landmarks and

distinguishing features unique to the ~~C~~city and also provide coastal access and coastal recreational opportunities for the community at large.

Policy LU-4.4 **New Open Space and Parkland Opportunities.** Preserve, invest in, and expand open space and parkland opportunities for active and passive recreational public and private open spaces. Work with future developments along commercial corridors and other nonresidential developments to create useable public open spaces to enhance the commercial neighborhood experience for residents and visitors alike.

Policy LU-4.5 **Increased Physical Activity.** Establish new opportunities for outdoor and indoor recreation as part of a comprehensive, integrated, and interconnected network of spaces and facilities, with a focus on underserved areas.

Policy LU-4.6 **Connectivity**. Facilitate bicycling and pedestrian linkages to parks, beaches, tourist destinations, recreational amenities, open spaces and parks, and commercial destinations via the City's street, pedestrian, bicycle, and transit networks in a way that is visually appealing and safe to encourage local residents and visitors to minimize the use of automobiles. Focus on expanding connectivity through the addition of pedestrian and bike paths on public utility and transportation rights of way. Create additional mid block connections (pass throughs) from adjacent residential neighborhoods into commercial corridors and create connections between adjacent commercial businesses.

Policy LU-4.7 **Health Partnerships.** Build and maintain partnerships with the, health care providers, health promoting non-profits and community-based organizations to evaluate and implement land use projects in a manner that improves community health.

Policy LU-4.8 **Health and the Built Environment.** Look for opportunities to map and analyze the equal distribution of parks, open space and recreational activities to encourage physical activity and to ensure that people have equitable access to parks and open spaces within walking or biking distances.

GOAL LU-5 ENVIRONMENTAL SUSTAINABILITY

An environmentally aware community that utilizes tools, strategies and approaches that protect and minimizes the impacts to the City's environmental resources.

Policy LU-5.1 **Environmental Sustainability**. Ensure that new development is sensitive to the City's stewardship of the environment. Provide measures to minimize the impacts of future development on air quality, runoff, water use, trash generation (and its impacts on the ocean), noise, and traffic (including things such as exhaust generated from underperforming intersections.

Policy LU-5.2 **Conservation and Re-use Strategy.** Promote the use of water conservation and re-use as a strategy to lower the cost, minimize energy consumption, and maximize the overall efficiency and capacity of public and private water systems. Encourage the installation of water storage, rain catchment and graywater



Energy and Water Use

Policies related to energy and water use can be found in the Open Space and Conservation Element.

systems to support domestic and outdoor water needs. Avoid water reuse that could adversely affect the quality of groundwater or surface water.

Policy LU-5.3 **Renewable Energy Facilities.** To reduce or avoid conflicts, communicate and collaborate with affected ocean users, coastal residents and businesses, and applicants seeking state or federal authorization for the siting, development, and operation of renewable energy facilities.

Policy LU-5.4 **Reclamation.** Require renewable energy facility operators to restore the natural characteristics of a site when a project is decommissioned and removed.

Policy LU-5.5 **Reduce Air Pollution.** Require the siting of new industrial and sensitive land uses to follow buffer distances, to the extent feasible, recommended in the California Air Resource Board's *Air Quality and Land Use Handbook.*

Policy LU5.6 **Reduce Greenhouse Gas Emissions.** Apply the strategies and approaches identified in the City's Climate Action Plan to help reduce Greenhouse Gas Emissions.

Policy LU5.7 **Preserve and Expand Native Habitat and Encourage Use of Native Plants for Landscaping.** Continue to support the expansion of native bluff habitat along the waterfront. Continue to support reestablishment of native habitat in Wilderness Park. Continue to pursue wetlands and native habitat restoration at the power plant site and the adjacent powerline corridor. Ensure connectivity of native habitat, particularly habitat for the endangered El Segundo blue butterfly, with Torrance and Hermosa Beach. Redefine city plant and tree palettes to prioritize native plants. Apply the strategies and approaches to fund and incentivize expansion of native habitat and plants throughout the city on both public and private property.

Policy LU5.8 **Expand Urban Forest.** Develop a specific urban forest policy and related ordinances to ensure net expansion of tree canopy in the city. Define a tree palette that prioritizes use of native trees and shrubbery.

Policy LU5.9 **Stormwater Recapture.** Prioritize bioswales and other strategies to recapture storm water and infiltrate it in the aquifer. Develop policies and ordinance that requires the implementation of bioswales and similar strategies such as permeable surfaces to capture and infiltrate storm water from streets and development.

Redondo Beach Climate Action Plan

Adopted in 2017, the City of Redondo Beach, in cooperation with the South Bay Cities Council of Governments, developed a Climate Action Plan (CAP) to reduce Greenhouse Gas (GHG) emissions within the city. The City's CAP serves as a guide for action by setting GHG emission reduction goals and establishing strategies and policies to achieve desired outcomes over the next 20 years. Strategies address land use and transportation, energy efficiency, solid waste, urban greening, and energy generation and storage.

Native Habitat

See also the Open Space and Conservation Element policies that address the reintroduction of native habitats in utility rights-of-way and encourage the City's collaboration with other agencies to achieve this.

GOAL LU-6 ECONOMIC SUSTAINABILITY

A financially healthy city with a balanced mix of land uses and special funding and financing districts that increase resources to invest in public facilities and services.

Policy LU-6.1 **Responsible Development.** Pursue responsible economic development opportunities that balance the needs of residents and businesses investing in our community, and are fiscally sustainable.

Policy LU-6.2 **Prioritized Uses.** Prioritize attraction of jobs generating office, institutional, and tech jobs in areas outside of the Coastal Zone. In Coastal Zone areas, prioritize visitor serving uses.

Policy LU-6.3 **Business Incubator.** Develop and implement land use strategies that facilitate the creation and development of new businesses, capture of current businesses searching for new facilities, and retention of existing businesses in Redondo Beach. Specifically target businesses and uses that would reduce the workforce/jobs imbalance. Identify and take advantage of new business trends in surrounding communities.

Policy LU-6.4 **Rehabilitate Properties**. Promote rehabilitation of properties and encourage increased levels of capital investment to create a safe and attractive environment.

Policy LU-6.5 **Tourism.** Support opportunities for coastal tourism and events such as concerts and music festivals on the beach, and athletic competitions such as ocean swimming events and 10K runs that can draw additional visitors and infuse outside investment into Redondo Beach.

Policy LU-6.6 **Hospitality Uses.** Encourage expansion of the range and location of available lodging for both tourist and business visitors.

Policy LU-6.7 **Service Industry Support.** Identify opportunities to improve the availability of affordable housing and accessible transportation options for service workers that support the City's hospitality and tourism trades.

Policy LU-6.8 **Retail Goods and Services.** Ensure a mix of retail businesses that provide the full continuum of goods and services for the community, and attract a regional customer base to generate revenue for the City.

Policy LU-6.9 **Desired Development**. Establish, review, and update standards as necessary to ensure desired development in *Special Policy Areas* is economically viable, reflects community desires, addresses Redondo Beach's jobs/workforce imbalance, and maintains or enhances the fiscal well-being of the City.

Policy LU-6.10 **Cost And Benefit Of Development.** Balance the benefits of development with its fiscal impacts on the city and on quality of life for the community.

Policy LU -6.11 **Fair Share of Costs.** Require that new development pay its pro rata share of the costs of services and/or infrastructure required to support that development.

Policy LU-6.12 **Business Retention and Expansion.** Continuously improve two-way communication with the Redondo Beach business community and emphasize customer service to existing businesses, entrepreneurial enterprises, and desired types of uses.

Policy LU-6.13 **Socioeconomic Trends.** Continuously monitor, plan for, and respond to changing socioeconomic trends.

Policy LU-6.14 **Development Projects.** Require new development and redevelopment to create unique, high-quality places that add value to and are complimentary with the community.

Policy LU-6.15 **Development Review.** Require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional and sustainable places that will compete well with their competition within the region.

Policy LU-6.16 **Protection of Investment.** Require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

Policy LU-6.17 **Private Maintenance.** Require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

Policy LU-6.18 **Impact Fees.** Require new development to pay its proportionate share of the cost of providing and/or upgrading public facilities and services impacted by new development through impact fees.

Policy LU-6.19 **Assessment Districts.** Encourage the use of special assessments as a way to address public improvements (i.e., parks, undergrounding utilities, landscape, lighting, signage, street furniture, or other public improvements) in concert with new development.

Policy LU-6.20 **Prioritize Institutional Uses.** Develop a program to attract new institutional uses in close proximity to Redondo business districts. The goal is to develop a weekday customer base for local businesses while developing the city reputation as a high tech center and incubator for coastal Los Angeles County.

Policy LU-6.21 **Job centers, corporate campuses, and transit oriented job centers.** Address jobs/workforce imbalance by creating opportunities and an environment that attracts new high end business campuses and job centers, thus reducing the number of Redondo Beach workforce population who commute to other cities to work and providing weekday customers to frequent Redondo Beach business corridors.

Policy LU-6.22 **Home Based Businesses.** ~~Encuorage~~ Encourage and incentivize the creation of new home-based businesses to support job creation in the City and to help reduces commuter trips in and out of the City.

GOAL LU-7 HISTORIC PRESERVATION

Historic buildings, streets, landscapes and neighborhoods, as well as the story of Redondo Beach's people, businesses, and social and community organizations, are preserved and serve as a point of civic pride and identity for the community.

Policy LU-7.1 **Historic landmarks and districts.** Encourage the voluntary designation of potentially historic resources as landmarks or historic districts.

Policy LU-7.2 **Protect designated landmarks and districts.** Continue to use the Certificate of Appropriateness process for reviewing applications to demolish or alter designated landmarks and for projects within designated historic districts ~~and in proximity to landmark properties~~.

Policy LU-7.3 **Public and institutional facilitie**s. Consider the designation of potentially historic public or institutional resources under threat of demolition or deterioration.

Policy LU-7.4 **Adaptive reuse and sustainable development.** Promote historic preservation as sustainable development and encourage adaptive reuse of historic or older properties.

Policy LU-7.5 **Historic resources as cultural tourism.** Promote historic places and cultural tourism as an economic development strategy.

Policy LU-7.6 **History and cultural heritage.** Support and encourage efforts to document and share the cultural heritage and history of Redondo Beach.

Policy LU-7.7 **Culturally inclusive planning.** Ensure that historic preservation planning is culturally inclusive and reflective of the unique background and diversity of neighborhoods in the city.

Policy LU-7.8 **Incentives and technical assistance.** Provide assistance to owners of potentially eligible and designated historic properties with tools and incentives to maintain historic resources. Consider providing restoration assistance to owners of historic sites and/or structures in return for agreements or deed restrictions prohibiting their destruction or alteration inconsistent with their historic character. Continue to provide Mills Act Agreements to owners of historic sites to maintain, rehabilitate, and preserve the character defining features of historic properties.

Policy LU-7.9 **Salvage architectural features or materials.** Encourage the preservation or reuse of historic architectural features on site or within the community.

2.3 Special Policy Areas

The Land Use Element has identified seven areas of the City that warrant special policy direction due to the special role they play in the City either as a gateway, corridor, district or activity center. The purpose of identifying these areas is to create additional policy direction to preserve or enhance the special character of these areas. The following sections provide unique guidance for the following areas:

- North Redondo Tech District (SPA-1)
- Artesia Boulevard (SPA-2)
- Aviation Boulevard (SPA-3)
- Galleria (SPA-4)
- North PCH (SPA-5a)
- Central PCH (SPA-5b)
- Torrance Boulevard (SPA-5c)
- South PCH (SPA-6)
- Riviera Village (SP-7)



A Note on AES and the Waterfront

King Harbor, the historic "endless" pier, and the historic Old Salt Lake wetlands make Redondo Beach unique amongst the South Bay Beach Cities. We enjoy the only harbor in the 26 miles of coastline between Marina Del Rey and LA Harbor. Our historic "endless" or "horseshoe" pier is unique on the California coast.

At the time of the General Plan update, it was uncertain what potential land use changes at the Waterfront and existing AES site should be discussed, if any. As a result, and consistent with the direction provided in the Open Space and Conservation Element, no land use changes to either area are proposed at this time and the City will maintain the current zoning standards for each location. This is also the reason that neither site was identified in the Land Use Element as a Special Policy Area during the current update. On December 31, 2023, AES officially closed the generating station, which operated for more than 100 years in Redondo Beach.



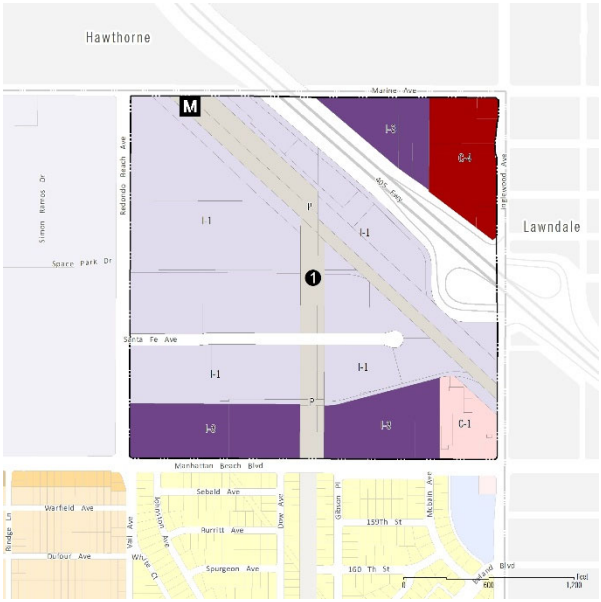
Source: Daily Breeze

In the future, both AES and the Waterfront will require special focused planning efforts associated with any proposed ~~any potential~~ redevelopment of the sites, particularly in light of the permanent shut down of the power plant. In addition, the City will continue to maintain communications with property owners, and in the case of AES, state energy regulators, regarding the status of activities related to both sites. When timing is appropriate, the City will identify a strategy and process for reuse or preservation of each area.

NORTH REDONDO TECH DISTRICT (SPA-1)

Home to some of the City's largest employers, the North Redondo Tech District is envisioned as a transit-oriented employment-generating industrial center of innovation in a campus-like atmosphere that also incorporates supportive retail and hospitality uses adjacent to the freeway. ~~On the north side of the freeway, south of Marine Ave., approximately 8.03 acres of the commercial area also allows for the possibility of new residential uses as it also is designated as a Residential Overlay area, giving the property owner the option of how to develop the property.~~

The Green Line Transit Station at Marine Avenue (at the northern edge of this SPA) provides a connection to a growing regional light rail network that is planned to be extended further south adjacent to the Galleria and onto a terminus near Torrance City Hall. The City of Redondo Beach supports locating any extension of the metro line within the Hawthorne Boulevard right-of-way.



Policy Direction

Goal. A thriving jobs center of innovation that has regional transit connectivity.

- **Jobs Center.** Maintain existing employers and attract new innovative industrial, technology, manufacturing and commercial uses to bolster the jobs available to local residents.
- **Retail Nodes.** Create commercial nodes at key intersections and adjacent to the freeway to provide retail uses that are complementary to the jobs generating uses in the area.
- ~~**Residential Flexibility.** Allow for the flexibility to utilize limited commercial spaces in the SPA with the Residential Overlay designation for higher density residential uses.~~

North Redondo Jobs Generators

Northrop Grumman is a global aerospace, defense and security company located in Redondo Beach that provides support to the U.S. government, principally the Department of Defense and intelligence community.



Photo: CivicCouch.com

ARTESIA BOULEVARD (SPA-2)

The Artesia Corridor will be the "Main Street" of North Redondo, providing an identifiable, safe, attractive, and inviting place to serve residents' and visitors' unique needs, while also fostering prosperous small businesses. As the primary corridor that serves North Redondo, the uses in this area are predominantly commercial. Existing residential uses may remain, but no new residential or mixed-use (residential over retail) development will be permitted along the corridor. Artesia Boulevard corridor allows up to 1.50 FAR within the AACAP. Prioritization of uses on Artesia Boulevard are envisioned as:

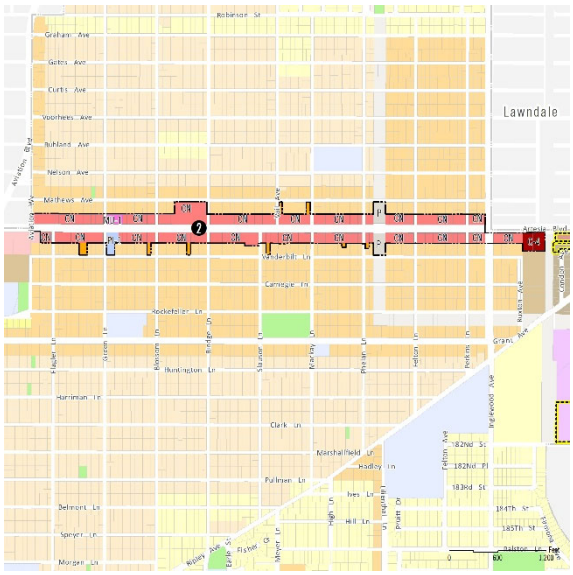
West End - Aviation Boulevard to SCE Easement. A mix of retail and office with an emphasis on restaurant with outdoor dining (should be priority).

East End - SCE Easement toward Galleria. Office uses will be strongly encouraged and prioritized in this segment to help transition auto-oriented uses from the Galleria to pedestrian-oriented (neighborhood serving) uses along Artesia.

Policy Direction

Goal: An active and revitalized corridor that serves at the "main street" of North Redondo through the thoughtful implementation of placemaking, mobility, parking, land use and economic development strategies. The reorientation from commuter-serving to serving and supporting the adjacent and surrounding residential neighborhoods.

- **Mix of Uses.** Attract and retain a mix of retail, restaurant and office businesses that serve the community (adjacent residential neighborhoods) and attract visitors.
- **Placemaking.** Activate, reenergize and revitalize the corridor through thoughtful placemaking efforts that create active streetscapes and enjoyable pedestrian experiences with creative public spaces, outdoor dining, landscaping, and an active public arts program.
- **Connected Identity.** Identify storefront, sidewalk, signage, façade improvements, and public art to create a defined and connected design character along the corridor. Identify the gateways into the Artesia corridor and transition and connect the corridor to the Galleria at South Bay (Social District).
- **Increased Access.** Enhance walking, bicycle and transit access, with improved bus shelters and recessed access points, to the area to provide improved access, and when feasible, mid-block pass throughs, to local residents in adjacent neighborhoods by improving connectivity and the travel experience through the corridor with safer, more convenient facilities.



Artesia & Aviation Corridors Area Plan (AACAP)

The City adopted the Artesia & Aviation Corridors Area Plan (AACAP), on December 8, 2021, that further details the programs and design guidelines to guide future development along Artesia and Aviation Boulevards, including architectural and streetscape design guidelines, parking strategies, options for new bike lanes, public art programs and outdoor dining strategies. The document serves as a series of actionable "next steps" that the City is pursuing to stimulate economic investment and activity in the corridor.

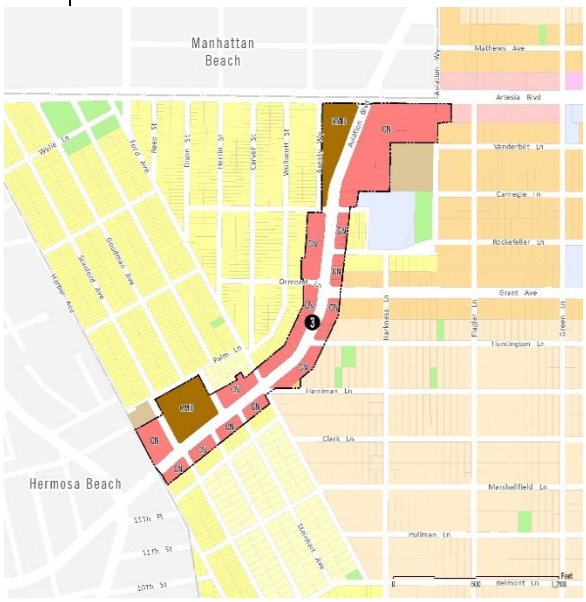


- **Parking.** Integrate creative parking solutions including shared parking, parking structures, flexible parking development standards, elimination of required parking, and other strategies to incentivize investment and remove impediments in the corridor. Encourage pedestrian access between currently separated onsite parking lots.
- **Economic development.** Facilitate and encourage redevelopment and reinvestment in private property through activities such as expedited permitting, flexible development standards for targeted uses, low-cost loans, or establishment of a Business/Parking Improvement District.

AVIATION BOULEVARD (SPA-3)

Aviation Boulevard includes a mix of unique and varied small businesses that provide service, office, retail, and restaurant uses. It is connected to the Artesia Corridor (separated by a neighborhood commercial shopping center at the intersection of Aviation and Artesia Boulevards) and contains two medium density multi-family (RMD) areas fronting the corridor: one at the corner of Artesia Boulevard and the other between Goodman and Stanford Avenues.

As part of the Artesia & Aviation Corridors Area Plan (AACAP), it was determined that the character of Aviation Blvd should remain as a primarily small-scale neighborhood serving commercial district and that the multi-family residential was also an appropriate mix of uses for the area. As future development and revitalization occurs, the adopted AACAP will provide more detailed guidance to visually improve and activate the corridor and to link uses to the surrounding residential areas, similar to Artesia Boulevard.



Relationship to Artesia Blvd. and AACAP

The Aviation Blvd. corridor is smaller and less centrally located in the City, than Artesia Blvd. As such, the aspirations for Aviation Blvd. are very similar to Artesia Blvd. from a connectivity, placemaking and activity center perspective, but are scaled back to be consistent with its secondary role in the corridors. It is intended to create a pleasant and safe pedestrian realm that prioritizes access to local businesses for nearby residents. The AACAP document outlines several implementation actions to achieve this.



Policy Direction

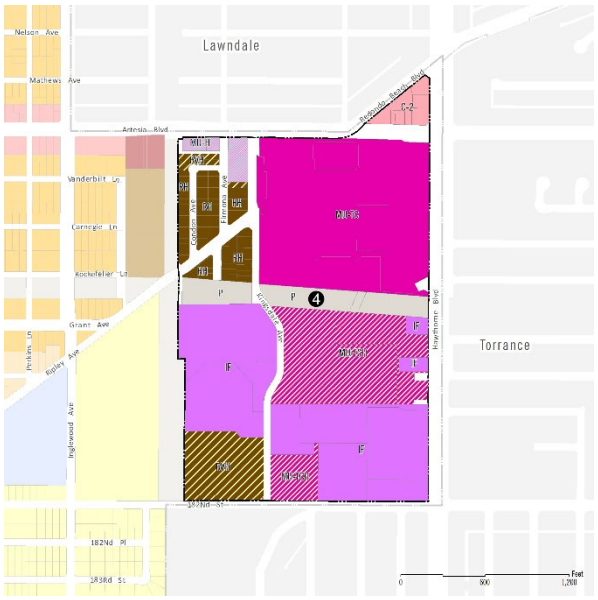
Goal: An active and revitalized corridor that provides local serving commercial and office uses and prioritizes improvements that generate connectivity to the surrounding neighborhoods through thoughtful implementation of placemaking, mobility, parking, land use and economic development strategies.

- **Local business center.** Attract and support local serving businesses that facilitate connections to the surrounding neighborhoods.
- **Neighborhood connectivity.** Actively create physical and visual connections to the neighborhoods adjacent to Aviation Blvd. through design, streetscape or mobility improvements to generate local activity and minimize vehicular trips.
- **Cohesive identity.** Identify storefront, sidewalk, signage, public art and façade improvements to create a connected design character along the corridor.
- **Increased Access.** Enhance walking, bicycle and transit access to the area for local residents by improving connectivity and the travel experience through the corridor with safer, more convenient facilities.
- **Parking.** Integrate creative parking solutions including shared parking, parking structures, elimination of required parking, pedestrian access between separate onsite parking lots, and other strategies to incentivize investment in the corridor.
- **Economic development.** Facilitate and encourage redevelopment and reinvestment in private property through activities such as expedited permitting, low-cost loans, or establishment of a Business/Parking Improvement District.

GALLERIA (SPA-4)

The Galleria Special Policy Area is envisioned as a transit-oriented center of commerce and creativity with a focus on regional commercial and residential uses on the Galleria site, an industrial flex uses south of the Galleria Mall, and higher-density housing throughout in areas identified ~~with a Residential Overlay designation~~for high (RH) and very high (RVH) density residential use, mixed use (housing required) (MU-H), and mixed-use transit center (housing required) (MU-TCH). The Industrial Flex area is envisioned 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.

A planned extension southward of the Green Line from Manhattan Beach Blvd. is anticipated to include a future Transit Station adjacent to this SPA along Hawthorne Boulevard, which will provide a connection ultimately planned to extend further south with a terminus near Torrance City Hall. The area west of the Galleria Mall allows for a limited amount of high and very high density residential, with ~~more limited commercial uses~~ more housing or mixed-use development fronting Artesia Blvd. ~~Approximately 10.72 acres of the Industrial Flex area south of the Galleria Mall is also designated as a Residential Overlay Area, allowing for the option of developing the properties with residential uses.~~



Projects Approved in the Galleria SPA

The City approved revitalization of the Galleria in January of 2019 which included 300 residential units and renovation of the existing mall with new retail space, a hotel and an expansive outdoor public open space area (the Great Lawn) inclusive of a new skate park. This SPA folds in that project and identifies additional opportunities for development in the area as also identified in the Housing Element.

Policy Direction

Goal. A mixed-use transit node that serves as a regional draw for commercial uses and a center for new innovative jobs and high density housing.

- **Regional Hub.** Create a regional hub of commercial activity and an innovative jobs center supported by limited high density residential opportunities.
- **Connectivity to Transit.** Link future development to the future Metro Station stop to foster regional connectivity and alternative transportation options.
- **Transmission Corridors**. Facilitate and enhance east west connections through the transmission easement, especially to schools and other public facilities.

PCH NORTH (SPA-5A), PCH CENTRAL (SPA-5B) AND TORRANCE BLVD. (SPA-5C)

PCH North

PCH North will foster a mix of office and neighborhood commercial uses on both sides of PCH in support of the adjacent residential neighborhoods.

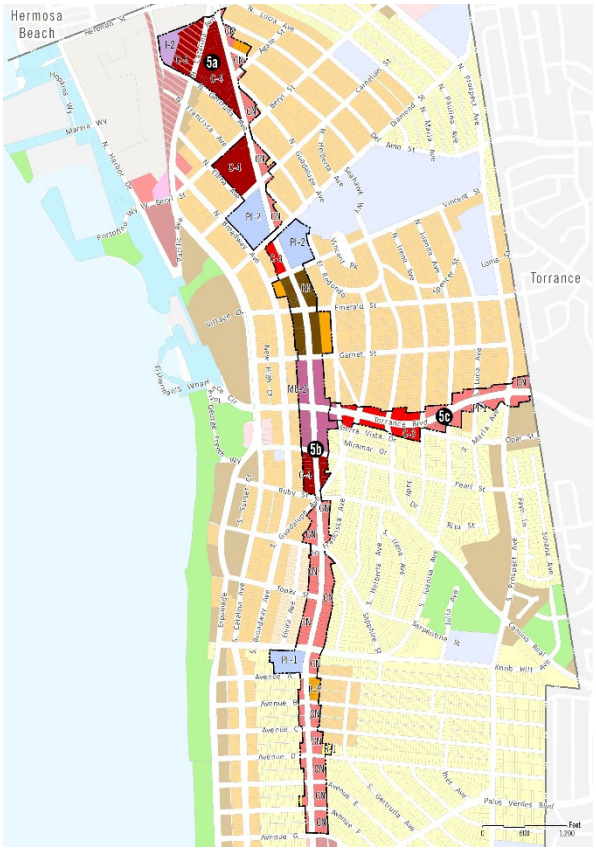
PCH Central

PCH Central is the Spine of South Redondo, projecting "Beach Town Vibes" with lower-profile buildings, identifiable, safe, attractive, and inviting places to serve residents' and visitors' unique needs, while also fostering prosperous small businesses.

Torrance Blvd.

Torrance Boulevard provides an eastern gateway into the City and serves as the entryway to the City's pier and waterfront. A mix of smaller scale neighborhood serving commercial uses are proposed at the eastern end of this corridor with larger scale medical office and a mix of general commercial uses approaching Pacific Coast Hwy.

In doing so, it will help to maintain the lower scale commercial adjacent to the residential uses near Torrance Blvd in the eastern area (reflecting the existing scale of commercial) and allow for increases in commercial development where the larger medical offices exist approaching the higher density residential and more intense commercial uses near PCH.



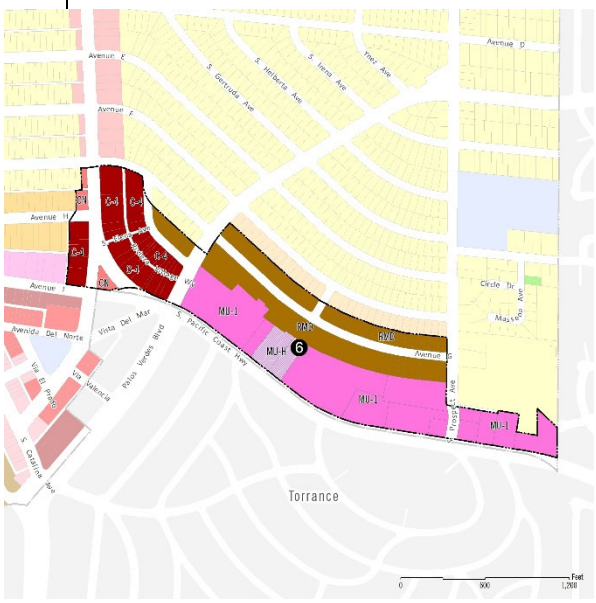
Policy Direction

Goal. Corridors that are neighborhood serving and provide visual gateways, connectivity and access into the City.

- **Gateways.** Create gateways, that include public art, to demark the east-west entry into Redondo Beach and the entries into the "districts" created by PCH North and PCH Central. Gateways should help define the greater Redondo Beach brand as well as create distinctive areas along the PCH corridor.
- **Neighborhood Character.** Maintain and revitalize/redevelop the small scale "unique" commercial uses that define the "Beach Town" character and support both the visitor and nearby residential neighborhoods, especially in PCH Central.
- **Housing Opportunities & Religious Facilities.** Allow for the redevelopment of existing religious uses into high density residential consistent with established housing policies (Housing Element). Create safe connections between the corridor and adjacent residential.

- **Neighborhood Connectivity.** Seek opportunities to create connections, including pedestrian pass-throughs and safe bicycle access, from the adjacent high density residential neighborhoods into the corridor.
- **Pedestrian Improvements.** Identify opportunities to enhance the pedestrian experience through creative storefronts, signage, and landscaping.

PCH SOUTH (SPA-6)



PCH South is the southern gateway into the City and the entryway into the Riviera Village. PCH South projects a more urban version of the City's "Beach Town Vibes" with higher-profile buildings, and attractive visitor serving hotels, restaurants, offices and adjacent higher density residential that combine into identifiable, safe, attractive, and inviting places to serve residents' and visitors' unique needs, while also fostering prosperous small businesses.

Policy Direction

Goal.

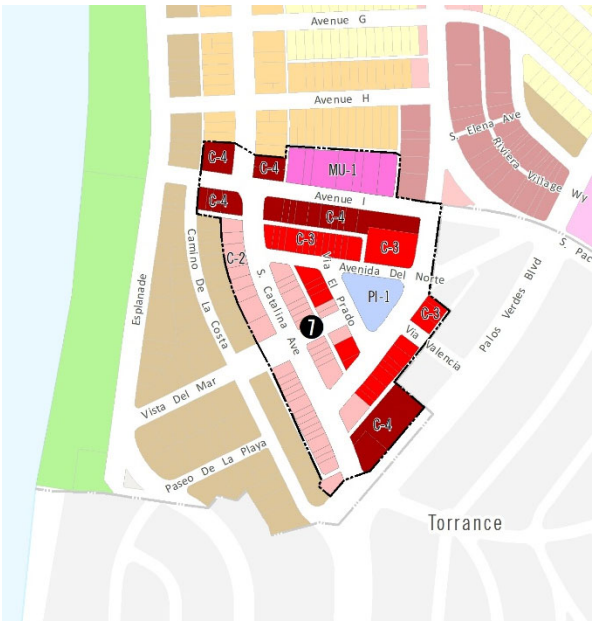
Maintain the South PCH corridor as a neighborhood serving commercial district and the primary visitor-serving hospitality location in south Redondo with safe pedestrian and bicycle access to the Riviera Village and beaches.

- **Mix of Uses.** Encourage a variety of uses: Hospitality, commercial service, retail and restaurant, office, and high density residential (MU-1 and MU-H only) that will support the visitor and high density residential neighborhoods within and adjacent to the corridor.
- **Gateways.** Create gateways, that include public art, to demark the southern entry into Redondo Beach and the entries from the corridor into Riviera Village. Gateways should help define the greater Redondo Beach brand as well as the distinct Riviera Village.
- **Visitor Support.** Encourage the development of hospitality and enhance pedestrian and bicycle access along the corridor and to the Riviera Village and beaches.
- **Neighborhood Connectivity.** Seek opportunities to create connections, including pedestrian pass-throughs and safe bicycle access, from the adjacent high density residential neighborhoods into the corridor.
- **Quality of Design.** Develop design guidelines that will provide direction for building design, outdoor spaces, public signage, streetscape, public art and landscape improvements consistent with the character of the area and the transitions from the corridor into the Riviera Village and adjacent high density residential neighborhoods.

RIVIERA VILLAGE (SPA-7)

Riviera Village has long been one of Redondo Beach's most neighborhood-oriented and walkable mixed use districts. Its pedestrian orientation, collection of small shops, restaurants and offices and low rise buildings with sidewalk frontage all serve to create an active village character.

At its core, Riviera Village has a small town "main street" feel with a continuous line of shops fronting sidewalks and diagonal on-street parking. As the activity center of south Redondo Beach, the intent is to preserve and enhance the mix of community-serving uses, scale of development and overall character of Riviera Village to ensure it will be an appealing local gathering space in the future.



Policy Direction

Goal:

Maintain Riviera Village as a low-density, local serving commercial district, that is identifiable as a distinct "Village like" environment characterized by a high level of pedestrian activity.



- **Mix of Uses.** Encourage a variety of uses: commercial, office (second floor and to the rear only-medical office exempt), and limited residential (MU-1 only) that will provide ongoing activity during various hours of the day and that reinforces the notion of a central gathering space in south Redondo.
- **Pedestrian Activity.** Encourage the development of outdoor dining and other sidewalk-oriented uses. Allow for parkettes as determined consistent with enhancing the "Village like" environment and supporting pedestrian activities.
- **Quality of Design.** Develop design guidelines that will provide direction for building design, outdoor spaces, public signage, streetscape, public art and landscape improvements consistent with the character of the area.
- **Parking.** Seek opportunities to develop centralized and flexible parking solutions including use of public spaces for businesses, as well as shared and subterranean parking.

Examples of Village Character

- Siting of structures fronting pedestrian walkways, courtyards, and other open spaces;
- Use of arcades and other setbacks along street frontage;
- Use of building articulation and fenestration to break up long expanses of flat walls;
- Use of varying roofline and height variations to create visual interest
- Use of public art to enhance the character defining element of the "village"
- Use of design detailing, unified architectural elements and landscaping to create a character that is unique to Riviera Village.

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Link to Article XXVII Traffic Study and Land Use Analysis

https://www.redondo.org/departments/community_development/article_xxvii_of_the_city_s_charter/index.php

Administrative Report

P.1., **File #** 26-0776 **Meeting Date:** 7/7/2026

To: **MAYOR AND CITY COUNCIL**

From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER
ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE NAMING OF THE HERONDO OPEN SPACE PARK AREA LOCATED AT HERONDO STREET AND CATALINA AVENUE

EXECUTIVE SUMMARY

On July 16, 2026, the Mayor and City Council directed staff to return with a discussion item regarding the naming of the Herondo open space park area located at Herondo Street and Catalina Avenue. Recent park naming examples include Gateway Parkette in 2016 (via Resolution No. CC-1609-089) and the Ito Family Open Space, which was renamed from Flagler-Ripley Parkette in 2021 (via Resolution No. CC-2107-077).

Naming and renaming actions have typically been completed through City Council resolution. Staff is seeking City Council direction on identifying the name for the new Herondo open space park area and following direction would return with a resolution for City Council consideration of approval on July 14, 2026.

This action is independent of the Strategic Plan Goal 5.2 objective to establish a Mayor and City Council Subcommittee to develop a City Park and City Facility renaming policy. Staff anticipates scheduling the proposed policy discussion in late summer or fall.

BACKGROUND

In 2019, Southern California Edison (SCE) completed a Method of Service study confirming that power lines within the 190th Street right of way could be removed or relocated following the retirement of the AES power plant. This determination created an opportunity for the City to evaluate the corridor for potential passive open space development. In 2021, the City initiated discussions with SCE regarding the licensing of approximately 5.1 acres of right of way along Herondo Street and Catalina Avenue, an area that had been largely underutilized aside from occasional overflow parking and construction staging.

A License Agreement with SCE was negotiated to allow the City to develop two parcels along Herondo Street and Catalina Avenue into a passive park space. The Agreement commenced on June 1, 2022, with a five-year term. The project was designed to create a traversable public area featuring decomposed granite pathways and native landscaping. Full development of the site is expected to occur in two phases, with Phase 1 addressing improvements on the upper/eastern portion of the site and Phase 2 addressing the western portion of the property to North Francisca

Ave.

The City submitted its land license application in July 2021, receiving approval in April 2022. Architerra Design Group (ADG) was retained to prepare the final design and construction documents. The project included the installation of pedestrian pathways, native plantings, irrigation and storm drainage systems, site furnishings, and stormwater collection features intended to transform the area into an urban passive nature park.

City staff worked closely with SCE over a two-year period to ensure compliance with right of way requirements. In January 2024, SCE directed the City to divide the project into two phases due to the size of the site. Phase 1 plans were revised accordingly, and SCE granted approval to proceed with contractor bidding in February 2025. The project was advertised in March 2025, and five bids were received. Marina Landscape, Inc. submitted the lowest responsible bid at $946,560.50.

Staff consulted with SCE regarding the proposed naming of the site, and SCE expressed no concern. Following Council's discussion/direction, staff would return with a resolution to formalize the naming of the Herondo open space park area on July 14, 2026.

COORDINATION

The City Manager's Office coordinated with the Community Services Department to prepare this report.

FISCAL IMPACT

There is no fiscal impact associated with this item.

APPROVED BY:
Mike Witzansky, City Manager