



**REGULAR MEETING OF THE THIRD LAGUNA HILLS MUTUAL
MAINTENANCE AND CONSTRUCTION COMMITTEE**

**Monday, March 7, 2022 at 1:30 PM
24351 El Toro Road – Board Room & Virtual with Zoom**

ADDENDUM TO THE AGENDA

**The following agenda item was available after the agenda packet was printed.
Please include the following item in your agenda packet:**

OPEN AGENDA

- 12.** Present RFP for Compliance with SB326

REQUEST FOR PROPOSAL

1. Objective

The Golden Rain Foundation of Laguna Woods, Inc. as acting Trustee of the Golden Rain Foundation Trust, established March 2, 1964 as amended, Third Laguna Hills Mutual, and United Laguna Woods Mutual (Corporation) is seeking proposals from Consultants to conduct a complete and diligent visual inspections of exterior elevated elements (EEE) and load-bearing components six feet above ground, including: balconies, decks, patios, and elevated walkways, and associated waterproofing systems to determine whether they are in a generally safe condition and performing in compliance with applicable standards per Senate Bill 326 to achieve 95% confidence with 5% error margin.

2. Background Information

Laguna Woods Village is a community of 16,400 senior adults residing in 12,736 residential units on 2,095 acres. The community contains 2,584 buildings with approximately 125 different building types ranging from single family dwelling units to a fourteen-story high rise structure.

There are 843 buildings containing exterior elevated elements (EEE) with the total of 7,847 EEE in the following order:

Mutual	Number of Buildings	Balcony	Walkway	Stairway	Deck	Total #
UNITED MUTUAL	491	1,882	642	642	0	3,166
THIRD MUTUAL	352	2,826	822	997	36	4,681
Total:	843	4708	1464	1639	36	7847

3. General Information

The Corporation is responsible for the issuance of this RFP and awarding a contract. This process will be facilitated by Corporation's Agent, Village Management Services, Inc. (VMS). The representative for the Agent in this matter is Guy West / Azita Badri. Any questions regarding the RFP should be submitted in writing to Azita.Badri@vmsinc.org.

4. Mandatory

A site visit will be held by appointments. We will meet at The Community Center in Laguna Woods, CA 92637. Attendance at a site visit will be required for firms seeking to submit a proposal. All questions regarding the purpose and the scope of this RFP will be answered as well as a brief tour of the project site.

5. Acceptance of Proposals

Proposals are being solicited from a number of Consultants. Proposals must be submitted in writing by email to Azita.Badri@vmsinc.org. All proposals must be received no later than **DATE** to be accepted for review and evaluation. The Corporation reserves the right to accept or reject any and all bids, to make exceptions for these RFP specifications, or to waive any formalities.

6. Proposal Content

Provide general company information, which includes:

1. Firm overview
2. History of company
3. Number of years in business
4. Description of divisions or area offices. Firm must have a service office within **(PROVIDED MILES)** miles of the project site.
5. A list of similar, recent projects, which your firm has completed within the last five (5) years. Information should include project description, agency or client name along with the person to contact and the telephone number(s), year completed, and project cost.
6. Key personal experience
7. Anticipated Project Team and Resumes with experience.
8. Fee Schedule (Exhibit A)
9. Current and projected workloads

7. Documents Incorporated by Reference and made a Part of this Bid Proposal are the following:

- a. **Exhibit A, the Specification of Work**
- b. **Exhibit B, the Insurance**
- c. **Exhibit C, the Disclosure Notice -- Asbestos Notification**
- d. **Exhibit D, the California Labor Code -- Notification and required Form**
- e. **Exhibit E, the Standard Terms and Conditions**
- f. **Exhibit F, Senate Bill 326**
- g. **Exhibit G, the List of the Buildings with Exterior Elevated Elements**
- h. **Exhibit H, the Community Map**

EXHIBIT A

SPECIFICATION OF WORK

SUMMARY

- 1.1. CONSULTANT shall provide all labor, materials, equipment, supervision and transportation necessary to complete the Services outlined in this Contract. All Services to be scheduled as detailed in this Contract or with Corporation representative.
- 1.2. CONSULTANT shall carry out all Services for a reasonably competent and diligent visual inspection of exterior elevated elements, defined as the load-bearing components and associated waterproofing systems, as specified, to determine whether the exterior elevated elements are in a generally safe condition and performing in compliance with applicable standards.

PROJECT LOCATION

- 1.3. CONSULTANT will carry out all Services for the following location: within Laguna Woods Village, Laguna Woods, CA 92637. Please reference Exhibit F for all locations included in the scope of work.

PROJECT DOCUMENTS

- 1.1. CONSULTANT shall carry out all Services for a competent and diligent visual inspection of the elevated components at the selected buildings in conformance with this document.
- 1.2. Where documents refer to Owner, Architect, Agency, Permittee, Engineer, Geologist, Designer, Insurance Company, City or County, Consultant shall replace with and/or include "Agent representative".
- 1.3. Should plans, details and/or specifications conflict, the more stringent specification or detail shall apply unless otherwise approved in writing in advance by the Agent's representative.
- 1.4. CONSULTANT must field verify site conditions and dimensions prior to ordering materials.

DESCRIPTION OF WORK

The CONSULTANT shall perform all work required to cause a competent and diligent visual inspection of exterior elevated elements as listed in the above referenced report section including, but not limited to:

1.5. Site work:

- a. CONSULTANT shall meet with Agent's representative to approve locations for material storage and dumpster placements.
- b. Consultant will provide a clear path of travel or detours through driveways, pathways, corridors, and sidewalks during construction periods and insure property is clean and safe at the end of each day. Any closure requires a minimum three week notice to provide notice to residents.

1.6. Building inspection work:

- a. CONSULTANT shall provide protection to plantings and landscaping to remain in place during work to reduce damage to plantings and landscaping materials. (Consultant to repair or replace damaged plants and irrigation lines damaged during work.)
- b. CONSULTANT shall provide a phased plan, schedule and associated costs to complete all required inspections and reporting in compliance with by Senate Bill 326.
- c. CONSULTANT shall perform a competent and diligent visual inspection of exterior elevated elements, defined as the load-bearing components together with their associated waterproofing system to determine whether the exterior elevated elements are in a in a safe, functional, and sanitary condition and performing in compliance with applicable standards.
- d. Load-bearing components means those components that extend beyond the exterior walls of the building to deliver structural loads to the building from decks, balconies, stairways, walkways, and their railings, that have a walking surface elevated more than six feet above ground level, that are designed for human occupancy or use, and that are supported in whole or in substantial part by wood or wood-based products.
- e. Associated waterproofing systems include flashings, membranes, coatings, and sealants that protect the load-bearing components of exterior elevated elements from exposure to water.
- f. CONSULTANT shall perform the visual inspection in conjunction with the use of moisture meters, borescopes, or infrared technology to apply the least damage to the buildings.
- g. The inspection shall determine whether the exterior elevated elements are in a generally safe condition and performing in accordance with applicable standards.
- h. CONSULTANT must verify the locations of all exterior elevated elements with the Agent's representative prior to conducting the first visual inspection.

- i. If during the visual inspection the CONSULTANT observes building conditions indicating that unintended water or water vapor has passed into the associated waterproofing system, thereby creating the potential for damage to the load-bearing components, then the Consultant shall conduct a further inspection with prior approval of the Agent's representative.
- j. CONSULTANT shall exercise their best professional judgment in determining the necessity, scope, and breadth of any further inspection.
- k. Based upon the CONSULTANT visual inspections, further inspection, and construction and materials expertise, the Consultant shall issue a written report containing the following information:
 - (1) The identification of the building components comprising the load-bearing components and associated waterproofing system.
 - (2) The current physical condition of the load-bearing components and associated waterproofing system, including whether the condition presents an immediate threat to the health and safety of the residents.
 - (3) The expected future performance and remaining useful life of the load-bearing components and associated waterproofing system.
 - (4) Recommendations for any necessary repair or replacement of the load-bearing components and associated waterproofing system.
 - (5) The report shall be stamped and signed by a professional architect or structural engineer.
- l. If, after inspection of any exterior elevated element, the CONSULTANT determines that the exterior elevated element poses an immediate threat to the safety of the occupants, the Consultant shall provide a copy of the inspection report to the corporation immediately upon completion of the report.
- m. If, after inspection of any exterior elevated element, the CONSULTANT determines that the exterior elevated element poses an immediate threat to the safety of the occupants, the Consultant shall provide construction drawings for the repair contractor.
- n. Each subsequent visual inspection shall commence with the next exterior elevated element and shall proceed in an order through the list provided by the Corporation.
- o. CONSULTANT shall provide an evaluation of expected future performance and projected service life and include it in the report.
- p. CONSULTANT shall provide photo documentation of all building component inspections within five business days of initial inspection.
- q. CONSULTANT shall adhere to the following provisions and include all required deliverables to the Corporation as outlined in Senate Bill 326.

WORK STANDARDS

- 1.7. CONSULTANT is responsible for keeping the building and surroundings secure throughout the inspection.
- 1.8. Any damage to the building or surrounding areas such as streets, sidewalks, landscaping, as a result of the inspection is the responsibility of the Consultant. Repair of the damaged areas shall be made to match the existing finishes of the building and damaged area at the Consultant's expense.
- 1.9. CONSULTANT must inform the Agent's representative and provide a minimum of three week notice to residents occupying the building of the proposed start of work and any access necessary to the interior of the building and units. Notices shall include the start date and estimated duration of work.
- 1.10. CONSULTANT shall have project superintendent available on site.
- 1.11. CONSULTANT shall be responsible to provide and pay for temporary power, portable toilet, utilities, phone lines, dumpsters, unless Agent's representative approves site utility usage. Portable toilet facilities shall be provided as required for the entire construction crew, for the entire construction duration, serviced no less than twice per week, or as requested by the Agent's representative.
- 1.12. CONSULTANT shall be responsible for calling Dig Alert (dial 8-1-1) 48 hours prior to any excavation to obtain all underground utility locations and is responsible for the subsequent coordination with any utility companies. Damage to underground utilities and the repair or replacement without notifying Dig Alert is the sole responsibility of the Consultant.
- 1.13. CONSULTANT shall repair or replace any irrigation lines, heads or valves damaged from work. All material shall match the type, size and manufacture of the existing.
- 1.14. CONSULTANT must legally remove and dispose of all waste from the community to approved City of Laguna Woods dump site locations and must satisfy all City of Laguna Woods dumping requirements.
- 1.15. CONSULTANT shall use necessary means to control dust on and near the area of work and prevent dust from becoming a nuisance to people on or near the site for the duration of the Project.
- 1.16. If CONSULTANT agrees to perform work directly for a resident while performing Services in conjunction with this contract, a separate agreement with the resident must be executed, specifying the scope of work. CONSULTANT to supply Corporation with a copy of the CONSULTANT-resident agreement prior to the commencement of specified work.

CODES & PERMITS

- 1.17. All services, designs, specifications, and materials shall comply with the most recent applicable editions of the California Building Code, California Electrical Code, California Plumbing and Mechanical Codes, California Green Building Code, California Fire Codes, OSHA and/or CAL-OSHA, EPA Lead Paint Rules and all local, state, and federal codes or ordinances as adopted by the City of Laguna Woods and/or other authorities having jurisdiction.
- 1.18. CONSULTANT shall be responsible for obtaining all permits necessary for the Services. Fees shall be paid by CONSULTANT but will be reimbursed by Corporation after submittal of receipt. Costs for obtaining permit(s) are included in the Total Contract Amount. CONSULTANT shall:
 - a. Post permit(s) on job site.
 - b. Deliver signed permit to Agent's representative at completion.
- 1.19. CONSULTANT shall provide Agent's representative status of permit issuance. Any change to the plans required by any agency prior to permit issuance will be communicated to the Agent's representative.
- 1.20. CONSULTANT is responsible for all deposits, bonds or others costs required for the Project. CONSULTANT shall conduct business as required by the City of Laguna Woods and/or other authorities having jurisdiction. None of these costs will be reimbursed by the Corporation.
- 1.21. CONSULTANT is responsible for implementing Best Management Practices (BMP) to assure compliance with local Water Quality Ordinance and Grading Ordinance to control erosion, and prevent sediment transport, materials and/or pollutants entering the storm drainage systems including any fines or fees assessed for non-compliance.

GENERAL CONDITIONS

- 1.22. No change orders will be authorized or approved unless the Agent's representative specifically requests the scope covered by the change order be added to the Services. Change orders must be documented in writing to Agent's representative no later than two (2) days after discovery. All change orders not meeting the timeline shall be considered a no cost change to the Contract. Special circumstances approved by Agent's representative in writing may extend the 2 day limit.
- 1.23. All CONSULTANT's change orders may include a fixed percentage(s) for general conditions, insurance, profit and overhead as shown. No additional CONSULTANT's mark-up or mark-up on sub-CONSULTANT's invoices will be approved
- 1.24. CONSULTANT shall confirm any Project questions through the Agent's representative using a request for information (RFI) procedure.
- 1.25. Prior to ordering equipment or materials, CONSULTANT shall provide required material and/or shop drawing submittals to Agent's representative for approval.
- 1.26. CONSULTANT shall submit to Agent's representative for approval, a construction schedule at least ten (10) working days in advance of commencement of Services. Any changes to the schedule must be pre-approved by the Agent's representative.
- 1.27. After commencement of Services, CONSULTANT shall keep the crew working continuously until the construction is complete and inspected by the Agent's representative.
- 1.28. CONSULTANT shall provide monthly reports if the Contract exceeds 30 days to the Agent's representative.
- 1.29. CONSULTANT shall maintain a Project log with receipts of this Project on a daily basis; such Project log shall be available to Agent' representative or CORPORATION during normal business hours upon request.
- 1.30. CONSULTANT's personnel and sub-contractors shall, at all times, extend and exhibit a courteous demeanor to residents, refrain from using profanity, abusive or loud language, wear shirts, will not play loud audio devices and will comply with CORPORATION's smoking policies.
- 1.31. CORPORATION and Agent shall have the right to inspect all work performed under this Contract. All defects and uncompleted items identified by CORPORATION or Agent during or after construction shall be reported to CONSULTANT immediately or as reasonably practicable upon learning or discovering such defect or uncompleted items. CONSULTANT will be required to immediately correct or remediate such defects or uncompleted items at no additional cost to CORPORATION. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue.
- 1.32. CONSULTANT shall be responsible at all times for the safety of the work site. CORPORATION will allow free access to work areas for CONSULTANT's workers and vehicles and will allow areas for the storage and/or staging of materials, equipment and debris in locations approved by Agent's representative. Driveways will be kept clear for the movement of resident vehicles. CONSULTANT shall keep areas to which residents have access, clear and accessible. CONSULTANT will make reasonable efforts to

protect driveways, lawns, shrubs, and vegetation and all other CORPORATION property from damage during the construction. CONSULTANT also agrees to keep the worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards. At the end of each work day, the worksite will be left clean and orderly and all debris will be removed. The after-hours worksite conditions will be left in a condition which will not cause health or safety hazards. Normal work hours for this Project are from 7 AM to 5 PM Monday through Friday unless changed by mutual written consent.

- 1.33. CONSULTANT shall safely secure the Project area each night before leaving the Community. CONSULTANT shall use barricades and delineators approved by Agent's representative when necessary.
- 1.34. CONSULTANT shall protect in place all surrounding areas including anything identified by Agent's representative. Damage to existing areas, structures or items during construction, shall be repaired by CONSULTANT at the CONSULTANT's expense. Any damage prior to Contract commencement must be documented or photographed and shown to the Agent's representative during pre-construction walk-through.
- 1.35. CONSULTANT hereby warrants and guarantees to CORPORATION that all Services will be performed in a professional and workmanlike manner and be free of defects. CONSULTANT agrees to promptly correct any defective materials and/or unsatisfactory workmanship.
- 1.36. CONSULTANT shall provide Construction Services and meet the obligations under this Contract in a timely and workmanlike manner. CONSULTANT shall use such knowledge and recommendations for performing the Services which meet generally acceptable construction standards. CONSULTANT will provide a standard of care equal to or superior to, care used by service providers similar to Construction on similar projects. CONSULTANT will warranty all labor and material for a period of at least 12 months after completion of the Contract. Should work be determined to be defective for any cause, CONSULTANT will repair and/or replace such defect at no cost to CORPORATION.
- 1.37. CORPORATION has tested appropriate areas of buildings for asbestos and other hazardous materials and provided test results for CONSULTANT's use and information. CONSULTANT is responsible to follow appropriate removal practices for any material required to be removed as part of this project that is deemed "hot" as a hazardous material. No change orders will be issued for this removal work.

1.38. BID SHEET

BUILDING TYPE	NO. OF BUILDINGS	SAMPLE SIZE	UNIT COST	TOTAL
Third				
Aragon	6		\$	\$
Casa Contenta (A, B, C, D) (N, O, P, Q)	28		\$	\$
Casa Del Mar (A, B) (N, O, P, Q)	16		\$	\$
Casa Dorado	2		\$	\$
Casa Linda (A, B) (N, O, P, Q)	31		\$	\$
Casa Milano (A, B, C) (N, O, P)	16		\$	\$
Casa Vista (A, B) (N, O, P, Q)	61		\$	\$
Castilla (A, B, C, D) (N, O, P, Q)	19		\$	\$
Catalina (A, B, C) (N, O, P)	35		\$	\$
Contenta Royal (A, B, C, D) (N, O, P, Q)	2		\$	\$
El Mirrador	15		\$	\$
Garden Villa	19		\$	\$
La Brisa (A, B, C, D) (N, O, P, Q)	22		\$	\$
La Jolla (A, B, C, D)	5		\$	\$
La Quinta (A, B, C) (N, O, P)	14		\$	\$
Montecito (A, B, C, D) (N, O, P, Q)	5		\$	\$
Seville (A, B, C, D)	11		\$	\$
Sierra	7		\$	\$
Villa Capri	10		\$	\$
Villa Lugano (A, B, C) (N, O, P)	6		\$	\$
Villa Nueva	15		\$	\$
Villa Puerta	7		\$	\$
United			\$	\$
Cadiz (A, B, C, D) (N, O, P, Q)	57		\$	\$
Casa Contenta (A, B, C, D) (N, O, P, Q)	43		\$	\$
Casa Linda (A, B) (N, O, P, Q)	113		\$	\$
Castilla (A, B, C, D) (N, O, P, Q)	40		\$	\$
Majorca (A, B, C, D), Casa Blanca (N, O, P, Q)	77		\$	\$
Majorca (A, B, C, D, E, F, G, H), Casa Blanca (N, O, P, Q, R, S, T, U)	36		\$	\$
Seville (A, B, C, D)	125		\$	\$
SUBTOTAL	843		\$	\$

ITEM	UNITS	RATE	COST
Develop Phasing Plan	LS	\$	\$
Field Inspection Per Building (Optional)	Each	\$	\$
Photo Documentation and Mapping	LS	\$	\$
Licensed Engineer's Visual Inspection Report		\$	\$
Stamped Drawings and Calculations for Structural Repairs	Each	\$	\$
SUB-TOTAL	\$		
GRAND TOTAL		\$	\$
OPTION	UNITS	RATE	COST
Structural Calculation and Construction Drawings	Each	\$	\$
Further Inspection	Each	\$	\$

FEE SCHEDULE

Hourly Rates

Principal	\$	_____
Professional Engineer	\$	_____
Support Staff	\$	_____
Project Manager	\$	_____

All additional services must have written quotes pre-approved by Agent's representative.

- 1.1. All CONSULTANTS' change orders may include a fixed percentage(s) for general conditions, insurance, profit and overhead as shown. No additional CONSULTANT's mark-up or mark- up on sub-contractor's invoices will be approved.

CONSULTANT may insert sub-line items within each phase, however shall subtotal by phase. Should CONSULTANT include any options or items not requested in the RFP or Specifications, those items should be detailed separately

EXHIBIT F
Senate Bill No. 326
CHAPTER 207

An act to amend Section 6150 of, and to add Sections 5551 and 5986 to, the Civil Code, relating to civil law.

[Approved by Governor: August 30, 2019. Filed with Secretary of State: August 30, 2019]
LEGISLATIVE COUNSEL'S DIGEST

SB 326, Hill. Common interest developments.

The Davis-Stirling Common Interest Development Act governs the management and operation of common interest developments. Existing law also sets forth the duties and responsibilities of the association and the owners of the separate interests with regard to maintenance and repair of common and exclusive use areas, as defined. Unless otherwise provided in the common interest development declaration, the association is generally responsible for maintaining, repairing, and replacing the common area, and the owner of each separate interest is responsible for maintaining that separate interest and any exclusive use common area appurtenant to that interest.

This bill would require the association of a condominium project to cause a reasonably competent and diligent visual inspection of exterior elevated elements, defined as the load-bearing components and associated waterproofing systems, as specified, to determine whether the exterior elevated elements are in a generally safe condition and performing in compliance with applicable standards. The bill would require the inspector to submit a report to the board of the association providing specified information, including the current physical condition and remaining useful life of the load-bearing components and associated waterproofing systems. The bill would require the inspector to provide a copy of the inspection report to the association immediately upon completion of the report, and to the local code enforcement agency within 15 days of completion of the report, if, after inspection of any exterior elevated element, the inspector advises that the exterior elevated element poses an immediate threat to the safety of the occupants. The bill would require the association to take preventive measures immediately upon receiving the report, including preventing occupant access to the exterior elevated element until repairs have been inspected and approved by the local enforcement agency. The bill would authorize local enforcement agencies to recover enforcement costs associated with these requirements from the association. The bill would authorize the association board to enact rules or bylaws imposing requirements greater than those imposed by these provisions.

The act provides that an association has standing to institute, defend, settle, or intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as the real party in interest and without joining with its members in specified matters, including enforcement of the governing documents.

The bill would provide that, subject to compliance with other specified provisions described below, and notwithstanding any provision to the contrary in the governing documents, a board has the authority to commence legal proceedings against a declarant, developer, or builder of a common interest development, except as specified. The bill would, with certain exceptions, prohibit an association's governing documents from limiting a board's authority to commence legal proceedings against a declarant, developer, or builder of a common interest development. The bill

would make these provisions applicable to governing documents, irrespective of when they were recorded, and claims initiated before the effective date of this bill, except if those claims have been resolved through an executed settlement, a final arbitration decision, or a final judicial decision on the merits.

The act requires the board, prior to the filing of certain civil actions by the association against the declarant or developer, or within 30 days of filing the civil action if the association has reason to believe that the applicable statute of limitations will expire before the association files the civil action, to provide members of the association a written notice specifying, among other things, that a meeting will take place to discuss problems that may lead to the filing of a civil action.

This bill would require that notice to inform members that the potential impacts of filing a civil action, including financial, to the association and its members will also be discussed.

Bill Text

The people of the State of California do enact as follows:

SECTION 1.

Section 5551 is added to the Civil Code, to read:

5551.

(a) For purposes of this section, the following definitions apply:

(1) "Associated waterproofing systems" include flashings, membranes, coatings, and sealants that protect the load-bearing components of exterior elevated elements from exposure to water.

(2) "Exterior elevated elements" mean the load-bearing components together with their associated waterproofing system.

(3) "Load-bearing components" means those components that extend beyond the exterior walls of the building to deliver structural loads to the building from decks, balconies, stairways, walkways, and their railings, that have a walking surface elevated more than six feet above ground level, that are designed for human occupancy or use, and that are supported in whole or in substantial part by wood or wood-based products.

(4) "Statistically significant sample" means a sufficient number of units inspected to provide 95 percent confidence that the results from the sample are reflective of the whole, with a margin of error of no greater than plus or minus 5 percent.

(5) "Visual inspection" means inspection through the least intrusive method necessary to inspect load-bearing components, including visual observation only or visual observation in conjunction with, for example, the use of moisture meters, borescopes, or infrared technology.

(b) (1) At least once every nine years, the board of an association of a condominium project shall cause a reasonably competent and diligent visual inspection to be conducted by a licensed structural engineer or architect of a random and statistically significant sample of exterior elevated elements for which the association has maintenance or repair responsibility.

(2) The inspection shall determine whether the exterior elevated elements are in a generally safe condition and performing in accordance with applicable standards.

(c) Prior to conducting the first visual inspection, the inspector shall generate a random list of the locations of each type of exterior elevated element. The list shall include all exterior elevated elements for which the association has maintenance or repair responsibility. The list shall be provided to the association for future use.

(d) The inspector shall perform the visual inspections in accordance with the random list generated pursuant to subdivision (c). If during the visual inspection the inspector observes building conditions indicating that unintended water or water vapor has passed into the associated waterproofing system, thereby creating the potential for damage to the load-bearing components, then the inspector may conduct a further inspection. The inspector shall exercise their best professional judgment in determining the necessity, scope, and breadth of any further inspection.

(e) Based upon the inspector's visual inspections, further inspection, and construction and materials expertise, the inspector shall issue a written report containing the following information:

(1) The identification of the building components comprising the load-bearing components and associated waterproofing system.

(2) The current physical condition of the load-bearing components and associated waterproofing system, including whether the condition presents an immediate threat to the health and safety of the residents.

(3) The expected future performance and remaining useful life of the load-bearing components and associated waterproofing system.

(4) Recommendations for any necessary repair or replacement of the load-bearing components and associated waterproofing system.

(f) The report issued pursuant to subdivision (e) shall be stamped or signed by the inspector, presented to the board, and incorporated into the study required by Section 5550.

(g) (1) If, after inspection of any exterior elevated element, the inspector advises that the exterior elevated element poses an immediate threat to the safety of the occupants, the inspector shall provide a copy of the inspection report to the association immediately upon completion of the report, and to the local code enforcement agency within 15 days of completion of the report. Upon receiving the report, the association shall take preventive measures immediately, including preventing occupant access to the exterior elevated element until repairs have been inspected and approved by the local enforcement agency.

(2) Local enforcement agencies shall have the ability to recover enforcement costs associated with the requirements of this section from the association.

(h) Each subsequent visual inspection conducted under this section shall commence with the next exterior elevated element identified on the random list and shall proceed in order through the list.

(i) The first inspection shall be completed by January 1, 2025, and then every nine years thereafter in coordination with the reserve study inspection pursuant to Section 5550. All written reports shall be maintained for two inspection cycles as records of the association.

(j) (1) The association shall be responsible for complying with the requirements of this section.

(2) The continued and ongoing maintenance and repair of the load-bearing components and

associated waterproofing systems in a safe, functional, and sanitary condition shall be the responsibility of the association as required by the association's governing documents.

(k) The inspection of buildings for which a building permit application has been submitted on or after January 1, 2020, shall occur no later than six years following the issuance of a certificate of occupancy. The inspection shall otherwise comply with the provisions of this section.

(l) This section shall only apply to buildings containing three or more multifamily dwelling units.

(m) The association board may enact rules or bylaws imposing requirements greater than those imposed by this section.

(n) A local government or local enforcement agency may enact an ordinance or other rule imposing requirements greater than those imposed by this section.

SECTION 2.

Section 5986 is added to the Civil Code, immediately following Section 5985, to read:

5986.

(a) Subject to compliance with Section 6150, which requires the board to provide notice of a meeting with the members to discuss, among other things, problems that may lead to the filing of a civil action, before the board files a civil action against a declarant or other developer, or within 30 days after it files the action, if the association has reason to believe that the applicable statute of limitations will expire, and notwithstanding any provision to the contrary in the governing documents, the board shall have the authority to commence and pursue a claim, civil action, arbitration, pre-litigation process pursuant to Section 6000 or Title 7 (commencing with Section 895) of Part 2 of Division 2, or other legal proceeding against a declarant, developer, or builder of a common interest development. If the board includes members appointed by, or affiliated with, the declarant, developer, or builder, the decision and authority to commence and pursue legal proceedings shall be vested solely in the nonaffiliated board members.

(b) The governing documents shall not impose any preconditions or limitations on the board's authority to commence and pursue any claim, civil action, arbitration, pre-litigation process pursuant to Section 6000 or Title 7 (commencing with Section 895) of Part 2 of Division 2, or other legal proceeding against a declarant, developer, or builder of a common interest development. Any limitation or precondition, including, but not limited to, requiring a membership vote as a prerequisite to, or otherwise providing the declarant, developer, or builder with veto authority over, the board's commencement and pursuit of a claim, civil action, arbitration, pre-litigation process, or legal proceeding against the declarant, developer, or builder, or any incidental decision of the board, including, but not limited to, retaining legal counsel or incurring costs or expenses, is unenforceable, null, and void. The failure to comply with those limitations or preconditions, if only, shall not be asserted as a defense to any claim or action described in this section.

(c) Notwithstanding subdivision (a) or (b), any provision in the governing documents imposing limitations or preconditions on the board's authority to commence and pursue claims shall be valid and enforceable if the provision is adopted solely by the non-declarant affiliated members of the association and the provision is adopted in accordance with the requirements necessary to amend the governing documents of the association.

(d) This section applies to all governing documents, whether recorded before or after the effective date of this section, and applies retroactively to claims initiated before the effective date of this

section, except if those claims have been resolved through an executed settlement, a final arbitration decision, or a final judicial decision on the merits.

(e) Nothing in this section extends any applicable statute of limitation or repose to file or initiate any claim, civil action, arbitration, pre-litigation process, or other legal proceeding. Nothing in this section shall affect any other obligations of an association contained in Title 7 (commencing with Section 895) of Part 2 of Division 2, or any other provision in the covenants, conditions, and restrictions of the association related to arbitration or other alternative dispute resolution procedures.

SECTION 3.

Section 6150 of the Civil Code is amended to read:

6150.

(a) Not later than 30 days before filing of any civil action by the association against the declarant or other developer of a common interest development for alleged damage to the common areas, alleged damage to the separate interests that the association is obligated to maintain or repair, or alleged damage to the separate interests that arises out of, or is integrally related to, damage to the common areas or separate interests that the association is obligated to maintain or repair, the board shall provide a written notice to each member of the association who appears on the records of the association when the notice is provided. This notice shall specify all of the following:

(1) That a meeting will take place to discuss problems that may lead to the filing of a civil action, in addition to the potential impacts thereof to the association and its members, including any financial impacts.

(2) The options, including civil actions, that are available to address the problems.

(3) The time and place of the meeting.

(b) Notwithstanding subdivision (a), if the association has reason to believe that the applicable statute of limitations will expire before the association files the civil action, the association may give the notice, as described above, within 30 days after the filing of the action.

EXHIBIT G

LIST OF THE BUILDINGS WITH EXTERIOR ELEVATED ELEMENTS



Total Exterior Elevated Elements

Building Model	# of Units	# of Floors	Balcoony	Walkway	Stairway	Deck	Total Elm.	#of Bldg.	Total Elm.2
Aragon	21	3	14	2	6	0	22	6	132
Cadiz(A,B,C,D)(N,O,P,Q)	8	2	4	1	1	0	6	57	342
Caca Contenta(A,B,C,D)(N,O,P,Q)	8	2	4	2	2	0	8	71	568
Caca Del Mar(A,B)(N,O,P,Q)	6	2	2	1	1	0	4	16	64
Caca Dorado	24	3	16	2	2	0	20	2	40
Caca Linda(A,B)(N,O,P,Q)	6	2	2	2	2	0	6	144	864
Caca Milano(A,B,C)(N,O,P)	6	2	12	6	8	0	26	16	416
Caca Vista(A,B)(N,O,P,Q)	6	2	2	1	1	0	4	61	244
Cactilia(A,B,C,D)(N,O,P,Q)	8	2	6	2	2	0	12	59	708
Catalina(A,B,C)(N,O,P)	6	2	8	2	2	0	12	35	420
Contenta Royal(A,B,C,D)(N,O,P,Q)	8	2	6	2	2	0	10	2	20
El Mirador	22	3	20	9	6	0	35	15	525
Garden Villa	24	3	20	2	6	1	29	19	551
La Brica(A,B,C,D)(N,O,P,Q)	8	2	8	2	2	0	12	22	264
La Jolla(A,B,C,D)	4	2	4	0	0	0	4	5	20
La Guinda(A,B,C)(N,O,P)	6	2	4	3	0	0	7	14	98
Majors(A,B,C,D), Casa Blanca(N,O,P,Q)	8	2	4	1	1	0	6	77	462
Majors(A,B,C,D,E,F,G,H), Casa Blanca(N,O,P,Q,R,S,T,U)	16	2	8	1	1	0	10	36	360
Montecito(A,B,C,D)(N,O,P,Q)	8	2	8	4	4	0	16	5	80
Seville(A,B,C,D)	4	2	4	0	0	0	4	11	44
Seville(A,B,C,D)	4	2	4	0	0	0	4	125	500
Sierra	21	3	14	6	8	0	28	7	196
Villa Capri	24	3	20	2	3	1	26	10	260
Villa Lugano(A,B,C)(N,O,P)	6	2	4	3	1	0	8	6	48
Villa Nueva	21	3	16	2	8	0	26	15	390
Villa Puerta	24	3	24	2	6	1	33	7	231
TOTAL			162	45	49	1	257	843	7,847

EXHIBIT H
COMMUNITY MAP

