



OPEN MEETING

REGULAR OPEN MEETING OF THE UNITED LAGUNA WOODS MUTUAL MAINTENANCE AND CONSTRUCTION COMMITTEE

**Wednesday, February 23, 2022 - 9:30 AM
24351 El Toro Road – Board Room & Virtual**

Laguna Woods Village owners/residents are welcome to participate in all open committee meetings in-person and virtually. To submit comments or questions virtually for committee meetings, please use one of the following options:

1. Join by Zoom by clicking this link: <https://us06web.zoom.us/j/91797258413>
2. Via email to meeting@vmsinc.org any time before the meeting is scheduled to begin or during the meeting. Please use the name of the committee in the subject line of the email. Name and unit number must be included.

NOTICE and AGENDA

This Meeting May Be Recorded

1. Call to Order
2. Acknowledgement of Media
3. Approval of Agenda
4. Approval of Meeting Report for December 22, 2021
5. Chair's Remarks
6. Member Comments - *(Items Not on the Agenda)*
7. Department Head Update

Consent: *All matters listed under the Consent Calendar are considered routine and will be enacted by the committee by one motion. In the event that an item is removed from the Consent Calendar by members of the committee, such item(s) shall be the subject of further discussion and action by the committee.*

None.

Items for Discussion and Consideration:

8. Organics Program Update – Robert Carroll, Director of General Services
9. Project Log
10. Present RFP for Compliance with SB326
11. Solar Production Report
12. Review Solar Panel Policy

Items for Future Agendas:

- TBD

Concluding Business:

13. Committee Member Comments
14. Date of Next Meeting – April 27, 2022
15. Adjournment

Pat English, Chair
Manuel Gomez, Staff Officer
Telephone: (949) 268-2380

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OPEN MEETING

**REPORT OF REGULAR MEETING OF THE UNITED LAGUNA WOODS MUTUAL
MAINTENANCE AND CONSTRUCTION COMMITTEE**

**Wednesday, December 22, 2021 - 9:30 a.m.
Board Room and Virtual On-line Meeting**

MEMBERS PRESENT: Pat English - Chair, Anthony Liberatore, Diane Casey

MEMBERS ABSENT: None

ADVISORS PRESENT: Ken Deppe

OTHERS PRESENT: Juanita Skillman, Dick Rader

STAFF PRESENT: Manuel Gomez – Maintenance & Construction Director, Baltazar Mejia – Maintenance & Construction Assistant Director, Ian Barnette – Maintenance & Construction Assistant Director, Guy West – Projects Division Manager, Koh Shida – Maintenance Operations Manager, Laurie Chavarria – Senior Management Analyst, Sandra Spencer, Administrative Assistant

1. Call to Order

Chair English called the meeting to order at 9:33 a.m.

2. Acknowledgement of Media

Chair English noted that the meeting was broadcasting on Granicus and being recorded. There were no media present and the meeting was not televised.

3. Approval of the Agenda

The agenda was approved as written.

4. Approval of the Meeting Report – October 27, 2021

The meeting report for October 27, 2021 was approved as written.

5. Chair's Remarks

Chair English remarked that she was happy to be at the meeting and thanked staff for the Christmas card.

6. Member Comments - (Items Not on Agenda)

A member commented on the issue of installing solar panels in designated areas on their two-story manor. The member had questions about whether or not solar panels would reduce their electricity bills, why United prohibits the leasing of solar panels, and if staff knows the approximate number of residents who have solar panels at this time.

Staff was directed to provide a report on the issue of solar panel installation, leasing, and usage within the mutual and share this information at a future committee meeting.

A member inquired about the conversion of common-area lighting to LED. Staff responded that all common area lighting (except for those owned by SCE) has been converted to LED including breezeways, walkways, and laundry rooms.

7. Department Head Update

Mr. Gomez updated the committee on an October 2021 agenda topic regarding electrical usage reimbursement for dry-down services after a moisture intrusion event. The item was forwarded to the Governing Docs Committee questioning whether a flat fee per room should be adjusted to reflect higher electricity rates. The Governing Docs Committee took no action but directed staff to monitor the issue for 12 months and bring back any information at that time which would be relevant.

Consent:

All matters listed under the Consent Calendar are considered routine and will be enacted by the Committee by one motion. In the event that an item is removed from the Consent Calendar by members of the Committee, such item(s) shall be the subject of further discussion and action by the Committee.

The Solar Production Report was pulled for discussion. The remainder of the consent calendar was approved unanimously.

8. Solar Production Report

Mr. Mejia answered questions from the committee. A discussion ensued regarding existing solar panels producing electricity which goes into the grid; the recent presentation on hydrogen as a potential energy source in the future; the overall use of solar energy throughout the village; the benefits and cost of solar energy; and the benefits to individuals and the mutual in general.

By consensus, staff was directed to review the policy for solar panel installation and return to the committee with information at a future meeting.

9. Project Log

Items for Discussion and Consideration:

10. Use of Virtual Meetings for the M&C Committee

Mr. Gomez confirmed that committee must offer virtual meetings at this time and for the foreseeable future. Discussion ensued about directors and residents being able to participate via Zoom. Chair English stressed the importance of keeping meetings businesslike and without interruptions.

Staff was directed to bring back any new information regarding the need for virtual meetings at a future date.

11. Appliance Update – Purchasing, Inventory and Delivery Delays (Verbal Presentation)

Mr. Barnette provided an update to the committee including information about delays in delivery of appliance repair parts due to the pandemic and the increase in cost of materials. Discussion ensued regarding GE as the preferred vendor; the ability to continue stocking parts, and that staff has already been trained on the repair of GE appliances. Mr. Barnette referenced a Purchasing Agreement signed by the Boards on 1/1/21 giving rights to continue with GE as preferred vendor.

Director Casey commented on whether or not particular styles have been discontinued and Mr. Barnette confirmed that a dishwasher was replaced with a different model and a GE refrigerator model was changed out for a smaller size. Staff is continuing to repair appliances as needed instead of replacing them in order to keep current stock in reserve.

Staff was requested to inspect the oven vent at manor 521-B and repair as needed.

12. Solutions for Clogged Gutters/Downspouts (General Services)

Mr. Shida informed the committee that General Services is responsible for cleaning the gutters while new installations are handled by the M&C division. If a service ticket is submitted to Resident Services, General Services will clean out a clogged gutter. Between October and December, a vendor cleans all the gutters in United. If General Services can't clear a clog, then Maintenance Operations will clean, repair, or replace as necessary.

Staff was requested to inspect the gutters at manor 2022-D and repair as needed.

Items for Future Agendas:

- Virtual Meeting Requirements
- Discussion on Solar Panel Usage in United

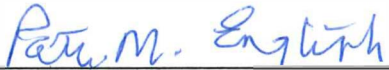
Concluding Business:

13. Committee Member Comments

- Directors Liberatore and Casey commented that the meeting went well and thanked staff for the information that was provided. Chair English and Mr. Gomez wished everyone Merry Christmas.

14. Date of Next Meeting: February 23, 2022

15. Adjournment: The meeting was adjourned at 10:20 a.m.



Pat English, Chair

Pat English, Chair
Manuel Gomez, Staff Officer
Telephone: (949) 268-2380

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Residential Organics Recycling

Residents are encouraged to dispose of their organic waste in any of the green lid carts (“organic carts”) located throughout Laguna Woods Village.



Green lid carts are for organic waste

What is considered organic waste?

The following waste can be placed in organic carts:

- **Food** (e.g., breads, coffee grounds, dairy, eggs/eggshells, fats, fish, fruits (pits too!), grease, meat (including bones), nuts/nutshells, oils, shellfish/shells, and vegetables)
- **Food soiled paper** (e.g., paper coffee filters, napkins, plates, tea bags, and towels, as well as pizza boxes (bottoms only; tops should be recycled!) and wooden chopsticks)
- **Greenery** (e.g., flowers, grass, houseplants, leaves, prunings, weeds, and wood chips)
- **Pet food** (e.g., birdseed, cat food, and dog food)

Cardboard, glass, metal (aluminum/tin), and plastic should be placed in regular recycling containers. Polystyrene should be placed in trash containers.

If an organic cart is full or unavailable for any reason, waste may be placed in a nearby trash container.

Can organic waste be bagged before being placed in an organic cart?

Organic waste may be bagged in compostable or paper bags, or wrapped in newspapers, before being placed in an organic cart. Consider asking for paper bags when shopping for groceries; after groceries are unpacked, those same bags can be used to collect and dispose of organic waste.

Why is residential organics recycling required? What are the benefits?

In 2016, Governor Brown signed into law Senate Bill 1383, which aims to reduce methane, hydrofluorocarbon gas, and anthropogenic black carbon emissions in a statewide effort to combat climate change and improve public health. Senate Bill 1383 mandates residential organics recycling.

Organic waste in landfills emits 20% of California’s methane, a climate super pollutant 84 times more potent than carbon dioxide, as well as air pollutants like PM_{2.5}, which contributes to asthma and other health conditions¹. By lessening the amount of new organic waste disposed of in landfills, residential organics recycling will reduce the impacts of harmful emissions.

What happens to organic waste once collected?

Organic waste collected in Laguna Woods is transported to an anaerobic digestion facility where it is converted to renewable natural gas and/or organic compost.

¹ State of California. California’s Short-Lived Climate Pollutant Reduction Strategy, 23 Nov. 2021, <https://www.calrecycle.ca.gov/organics/slcp>.



CR&R
INCORPORATED

environmental services

the face of a greener generation

For assistance locating your nearest organic cart, please call CR&R Incorporated at (949) 625-6735 or visit www.cityoflagunawoods.org/LWVorganics.

ORGANICS

R E C Y C L I N G

Bag waste in compostable or paper bags, or wrap in newspaper

YES

FOOD

Bones
Breads
Coffee Grounds
Dairy
Eggs/Eggshells
Fats
Fish
Fruits
(pits too!)

Grease

Meat

Nuts/Nutshells

Oils

Shellfish/Shells

Vegetables

PET FOOD

Birdseed
Cat Food
Dog Food

YES

FOOD SOILED PAPER

Coffee Filters

Napkins

Plates

Tea Bags

Towels

Pizza Boxes

(bottoms only; tops should be recycled!)

Wooden Chopsticks

GREENERY

Flowers

Grass

Houseplants

Leaves

Prunings

Weeds

Wood Chips



KEEP
LIDS
CLOSED!

NO

NO
CARDBOARD

NO
GLASS

NO METAL
(ALUMINUM/TIN)

NO
PET WASTE

NO
PLASTIC

NO
POLYSTYRENE

NO

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United Mutual Project Log (January 2022) Prepared 2-18-22						
#	Type	Name	Description	Status	Estimated Completion/On-going Program	Budget
1	920 Projects	Senate Bill 326 Load Bearing Component Inspections	This program is funded to conduct an assessment for inspection and testing of exterior elevated elements, defined as the load-bearing components and associated waterproofing systems in all buildings and facilities within the community.	A draft RFP for licensed engineers will be presented at the February 23, M&C Committee meeting. Staff will continue the planning and budgeting process to complete the necessary inspection submittal requirements due January 2025, as outlined in Senate Bill 326.	RFP by February 2022	Budget: \$50,000 Exp: \$0 Balance: \$50,000
2	910 Bldg. Maint	Pest Control for Termites	This program is funded to eradicate dry wood termites from inaccessible areas by tenting buildings for fumigation. The budget also includes funding for local termite treatments and hotel accommodations during tenting. Local termite treatments and the removal of bees/wasps are performed as-needed throughout the year.	The fumigation program will commence in May and conclude in November.	Annual Program - December 2022	Budget: \$186,500 Exp: \$0 Balance: \$186,500
3	920 Projects	Building Structures	This program is funded to replace and repair building structural components that are not performing as designed. As building structural issues are reported and inspection requests are received, staff schedules an engineer to field inspect and, if required, provide a recommendation for repairs. In addition, with this program roofing repairs are also performed after the Prior to Paint program crews replace fascia due to dry rot. As part of this budget, staff proactively inspects buildings for drainage issues and provides repairs as needed. Staff performs field inspections to evaluate building foundations and schedules any needed upgrades as they are identified.	There are no active projects at this time.	Annual Program - December 2022	Budget: \$80,000 Exp: \$0 Balance: \$80,000

4	920 Projects	Pushmatic Electrical Panel Replacement	<p>This program is funded to replace 2,750 Pushmatic electric panels over a 10 year period. The Pushmatic panels are unreliable and no longer supported. The Board entered into a second five year contract with Coastal Current Electric Corp. to install the remaining 1,500 Pushmatic electric panels.</p> <p>Estimated Project Completion: Year 2026</p>	<p>The number of units completed in 2022: 22 The number of units completed in 2021: 219 The total number of units completed to date: 1,370 The total number of units left to complete: 1,380</p>	Annual Program - December 2022	<p>Budget: \$626,100 Exp: \$0 Balance: \$626,100</p>
5	904 Maint Svc	Walkway Lighting Program	<p>This program is funded to improve walkway lighting through additional fixture installation or the upgrade of existing lighting. Alternatives to the existing pagoda style fixtures are evaluated as needed. Requests for additional lighting are received from residents on an ongoing basis. Those requests are vetted and additional lighting is installed if it meets the program requirements.</p>	<p>Open requests for additional lighting: 2 Completed installations in 2022: 1</p>	Annual Program - December 2022	<p>Budget: \$50,635 Exp: \$0 Balance: \$50,635</p>
6	920 Projects	Foundations Program	<p>This program is funded to replace foundations showing signs of distress or impending failure. These repairs or replacements are performed on an as-needed basis. Staff performs field inspections to evaluate building foundations and schedules any needed repairs and replacements as they are identified.</p>	<p>There are no foundation inspection requests at this time.</p>	Annual Program - December 2022	<p>Budget: \$43,436 Exp: \$0 Balance: \$43,436</p>
7	910 Bldg. Maint	Gutters - Replacement and Repair	<p>Gutter replacement is performed on original construction building rain gutters and downspout systems that are exhibiting deterioration. The Board authorized installation of new gutters using a "seamless" gutter system in conjunction with the Mutual's exterior painting of the building to address drainage issues and to prevent foundation problems.</p> <p>This program also addresses gutter repairs performed by VMS staff.</p>	<p>None scheduled</p>	Annual Program - December 2022	<p>Budget: \$126,889 Exp: \$0 Balance: \$126,889</p>

8	910 Bldg. Maint	Exterior Paint Program	Starting in 2021, the Mutual has implemented a 15-year full cycle exterior paint program. All exterior components of each building are to be painted every 15 years. The painted components include the body (stucco/siding) as well as the following list in regards to the trim: fascia boards; beams; overhangs; doors; closed soffits; structural and ornamental metal surfaces. Decks are top coated and damaged building address signs are replaced. Lead abatement activities are also performed in conjunction with this program.	CDS 206, 207 and 208 are scheduled for 2022.	Annual Program - December 2022	Budget: \$1,739,285 Exp: \$0 Balance: \$1,739,285
9	910 Bldg. Maint	Prior to Paint Program	The Prior to Paint program prepares building surfaces for painting and includes repair and mitigation of dry rot, decking and welding repairs performed every 15 years in conjunction with the Exterior Paint Program.	Prior to paint is underway in CDS 206 which consists of 23 buildings, 3 laundries and 12 carports.- Start Date: 1/3/22 - End Date: Mid April. CDS remaining in 2022 are: 207 and 208.	Annual Program - December 2022	Budget: \$882,584 Exp: \$0 Balance: \$882,584
10	910 Bldg. Maint	Balcony & Breezeway Resurfacing	This mid-cycle program provides for the waterproof topcoat sealing of balcony and breezeway deck surfaces every 7.5 years. This waterproofing process protects the deck substructure against future dry rot and improves the aesthetics of the deck surface. Prior to applying topcoat, crews conduct an inspection of the deck structure to locate any dry rot or potential safety hazards.	2022 Topcoat program / breezeway resurfacing will commence in mid March. Buildings in this year's program are: 463, 464, 465, 466, 480, 481, 482, 483, 484, 474, 475, 476, 477, 478, 529, 530, 531, 535, 547, 548, and 549.	Annual Program - December 2022	Budget: \$57,412 Exp: \$0 Balance: \$57,412
11	920 Projects	Parkway Concrete Program	This program is funded to repair or replace damaged concrete parkways in conjunction with the asphalt paving program. Concrete areas that are adjacent to the asphalt being replaced are inspected for damage and other deficiencies and are repaired or replaced accordingly.	CDS 22, 80/90 and 93 will have concrete drainage swale and driveway entrance aprons replaced. The concrete work is scheduled to begin in May and be completed in June.	Annual Program - June 2022	Budget: \$150,000 Exp: \$0 Balance: \$150,000

12	920 Projects	Asphalt Paving Program	This program is funded to preserve the integrity of the CDS paving. As part of this program, the asphalt paving is inspected and rated for wear annually.	Overlay paving work is scheduled to be completed at CDS 22, 80/90 and 93. The asphalt work is scheduled to be completed during the month of July.	Annual Program - July 2022	Budget: \$200,346 Exp: \$0 Balance: \$200,346
13	920 Projects	Seal Coat Program	This program is funded to extend the life of the asphalt paving by sealing asphalt cracks and applying a bituminous seal coat to the asphalt surface preventing water intrusion and protecting the asphalt from deterioration.	Seal coat work is scheduled to be completed at CDS 10, 23, 29, 34, 35, 40, 42, 45, 47, 53, 58, 60, and 94. The asphalt sealcoat work is scheduled to be completed during the month of August.	Annual Program - August 2022	Budget: \$38,973 Exp: \$0 Balance: \$38,973
14	920 Projects	Roof Replacement - BUR to PVC Cool Roofing	This ongoing program is funded by reserve funds to replace built-up roofs (BUR) at the end of their serviceable life with a PVC Cool Roof system. Built-up roofs are inspected 15 years after installation.	Flat BUR roof replacement work with PVC cool roofing will be completed at buildings 6, 71, 219, 312, 499, 640, 652, 659, 665, 669, 683, 812, 825, 839, 876, 878, 889, 2033, 2093, and 2147. The roof replacement work is scheduled to begin in April and be completed September.	Annual Program - September 2022	Budget: \$774,984 Exp: \$0 Balance: \$774,984
15	920 Projects	Roofing Emergency Repair & Preventive Maintenance Programs	This program is funded to provide emergency and preventive maintenance roof repairs and is budgeted as a contingency item. As emergency roof leak requests are received, staff schedules the roofing contractor to investigate roof related issues. If required, the roofing contractor will perform the necessary repairs.	Preventive roof maintenance was completed in January on roofs that were replaced 5 and 10 years ago. This work has been invoiced and submitted for payment.	Annual Program - December 2022	Budget: \$190,661 Exp: \$0 Balance: \$190,661

16	904 Maint Svc	Epoxy Wasteline Remediation	<p>The Wasteline Remediation Program involves the installation of a seamless epoxy-based liner within the existing pipes to mitigate future interior leaks and root intrusion as well as to resolve and prevent future back up problems related to compromised pipes. The program addresses interior as well as exterior waste lines. The program to line waste pipes commenced in 2011 but did not include interior pipes. Starting in 2017, both interior and exterior lines are receiving an epoxy liner. Estimated Project Completion: Year 2035.</p>	<p>The following buildings are scheduled for 2022: 365, 395, 505, 506, 520, 550, 551, 590, 733, 796, 843, 2001, 2035, 2036, 2063, 2065, 2067, and 2080.</p>	<p>Annual Program - December 2022</p>	<p>Budget: \$2,300,000 Exp: \$0 Balance: \$2,300,000</p> <p>Cumulative Expenditures 2008 through 2021: \$12,069,826</p>
17	920 Projects	Shepherd's Crook Installation	<p>As a part of the Conditional Use Permit 1135, Laguna Woods Village will remove and replace barbed wire on all perimeter walls with Shepherd's Crook.</p>	<p>To date, a total of 3,564 linear feet out of 21,000 liner feet of Shepherd's Crook has been installed.</p> <p>Staff is preparing a contract for the Shepherd's Crook installation in 2022.</p>	<p>Annual Program - December 2022</p>	<p>Budget: \$35,000 Exp: \$0 Balance: \$35,000</p> <p>Cumulative Expenditures 2012 through 2021: \$309,133</p>
18	920 Projects	Water Lines - Copper Pipe Remediation	<p>Epoxy lining is intended to extend the life of copper pipe water lines in all buildings which experience a high frequency of copper pipe leaks.</p>	<p>None scheduled</p>	<p>Annual Program - August 2022</p>	<p>Budget: \$100,000 Exp: \$0 Balance: \$100,000</p>

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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

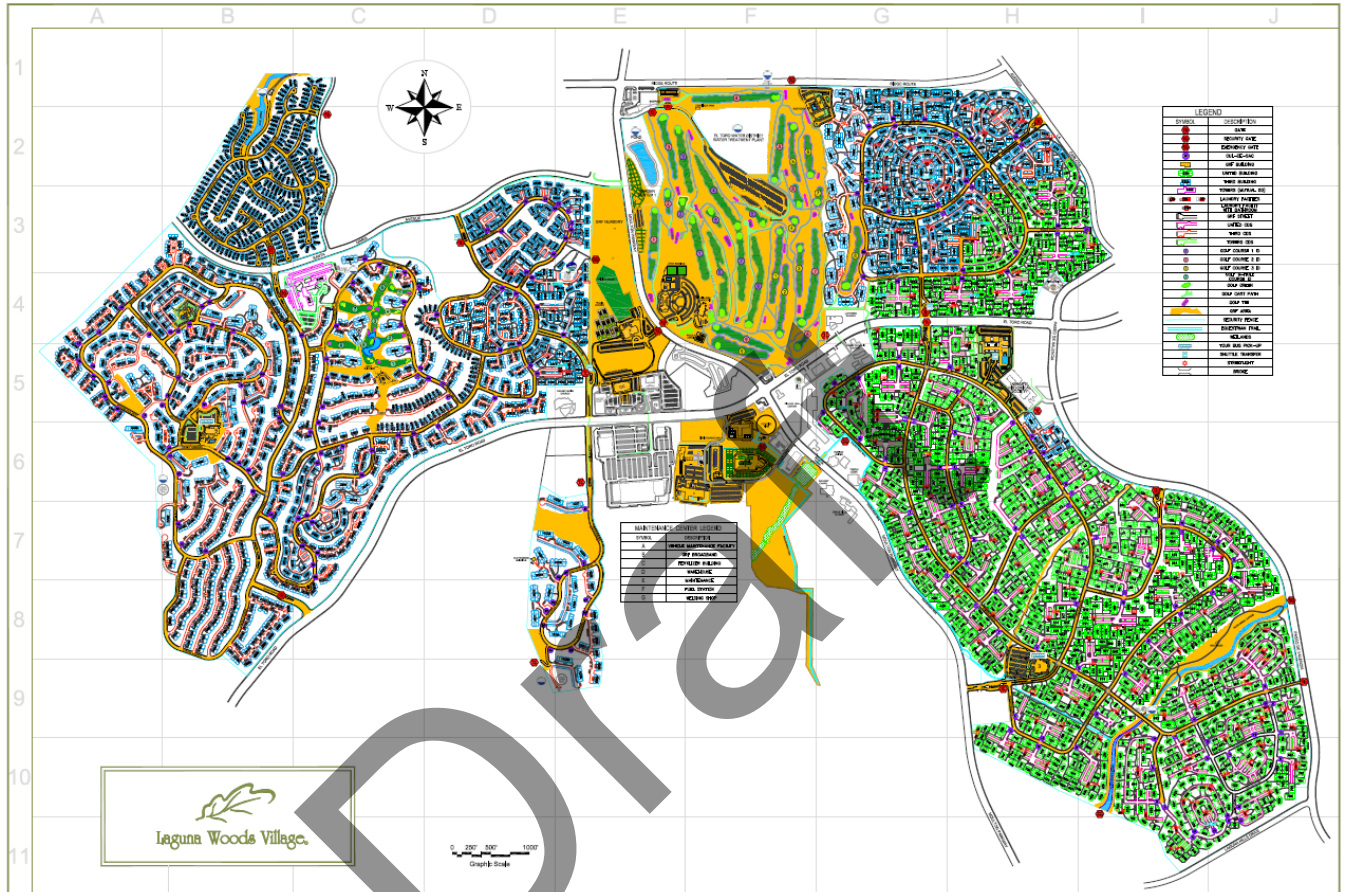
LIST OF THE BUILDINGS WITH EXTERIOR ELEVATED ELEMENTS



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
Casa Contenta(A,B,C,D)(N,O,P,Q)	8	2	4	2	2	0	8	71	568
Casa Del Mar(A,B)(N,O,P,Q)	6	2	2	1	1	0	4	16	64
Casa Dorado	24	3	16	2	2	0	20	2	40
Casa Linda(A,B)(N,O,P,Q)	6	2	2	2	2	0	6	144	864
Casa Milano(A,B,C)(N,O,P)	6	2	12	6	8	0	26	16	416
Casa Vista(A,B)(N,O,P,Q)	6	2	2	1	1	0	4	61	244
Castilla(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



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United Mutual Solar Production Report

2021 Production													
United Mutual Project													
23	6,755	8,202	11,768	11,292	12,727	15,287	14,313	11,399	9,635	9,098	6,673	5,043	122,192
24	6,474	8,151	11,797	11,285	12,881	14,166	14,660	11,650	9,780	9,030	6,373	4,780	121,027
50	8,263	10,246	14,475	14,531	15,782	16,444	15,429	14,580	12,238	11,508	8,381	6,063	147,940
52	6,748	8,411	12,135	12,444	13,670	15,868	14,857	12,175	10,129	9,416	6,981	5,105	127,939
88	7,821	9,645	13,742	12,878	12,854	13,937	13,148	10,072	9,127	10,713	7,923	5,739	127,599
90	8,092	9,861	13,838	13,387	13,716	15,495	14,698	10,903	9,558	10,980	8,392	6,160	135,080
91	7,215	8,836	12,417	12,578	13,179	14,526	13,728	10,277	8,878	10,082	7,672	5,688	125,076
92	7,897	9,770	13,945	14,465	15,192	16,549	15,504	11,574	9,904	11,241	8,531	6,227	140,799
Total Production of kWh =													
	59,265	73,122	104,117	102,860	110,001	122,272	116,337	92,630	79,249	82,068	60,926	44,805	1,047,652

2020 Production													
United Mutual Project													
23	6,737	8,474	9,766	11,333	14,425	12,271	14,593	14,063	10,474	8,447	6,167	5,193	121,943
24	6,478	8,368	9,862	11,487	14,755	12,683	14,966	14,210	10,628	8,497	6,151	5,078	123,163
50	8,205	10,486	11,948	13,977	17,887	15,131	14,721	16,761	12,682	9,995	8,300	6,626	146,719
52	6,832	8,631	10,114	11,149	15,238	12,888	15,431	14,887	10,906	8,482	6,917	5,550	127,025
88	8,070	10,150	11,582	13,453	17,084	13,164	15,635	15,927	11,784	9,560	7,186	5,914	139,509
90	8,143	10,012	11,224	13,289	17,075	14,303	16,978	16,433	12,220	9,877	7,481	6,274	143,309
91	7,517	9,209	10,587	12,496	16,157	13,630	15,906	15,074	11,206	9,053	6,865	5,795	133,495
92	8,041	9,849	11,695	13,892	17,844	14,905	17,546	16,754	12,251	9,819	7,562	6,388	146,546
Total Production of kWh =	60,023	75,179	86,778	101,076	130,465	108,975	125,776	124,109	92,151	73,730	56,629	46,818	1,081,709

2019 Production													
United Mutual Project													
23	5,623	6,887	10,504	11,168	12,475	11,298	14,903	13,541	10,756	10,360	6,140	5,283	118,938
24	5,596	6,536	9,547	10,379	11,250	10,493	13,895	13,742	11,011	10,443	6,071	5,111	114,074
50	6,795	8,740	13,088	14,470	15,113	13,896	18,227	16,117	13,260	12,918	7,920	6,483	147,027
52	6,105	7,385	10,651	12,542	13,358	12,034	15,679	13,782	11,355	10,730	6,597	5,444	125,662
88	6,935	8,640	13,034	14,131	14,905	13,249	17,640	16,103	12,918	12,667	7,454	6,426	144,102
90	7,288	8,702	12,811	14,008	14,661	13,148	17,488	16,059	12,776	12,388	7,347	6,462	143,138
91	6,841	8,159	11,981	13,263	13,967	10,641	15,718	14,853	11,738	11,214	6,394	5,958	130,727
92	7,402	8,931	12,736	14,773	15,223	13,566	17,865	16,370	12,979	12,415	6,997	6,450	145,707
Total Production of kWh =	63,980	94,352	104,734	110,952	98,325	131,415	120,567	96,793	93,135	54,920	47,617	47,617	1,064,407

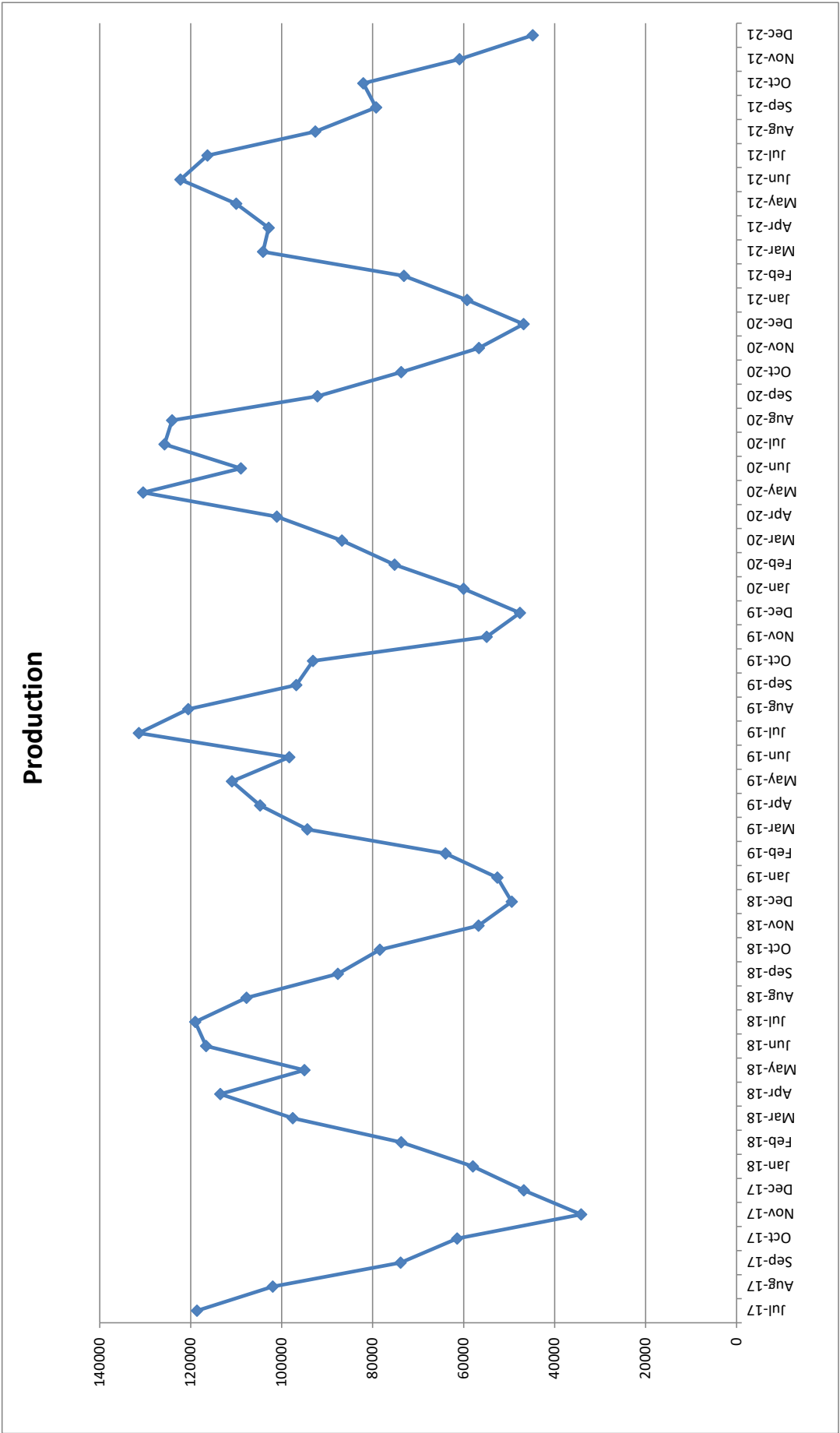
2018 Production													
United Mutual Project													
	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Total
23	6,133	7,970	10,824	12,639	10,582	13,338	12,808	11,466	9,306	8,418	6,101	5,229	114,814
24	6,097	7,957	10,509	12,139	10,650	13,769	13,130	11,695	9,831	8,591	6,143	5,165	115,676
50	7,561	9,808	13,595	15,689	13,076	16,443	16,540	14,795	12,026	11,245	7,445	6,091	144,314
52	6,835	8,847	11,669	13,633	11,379	14,238	14,280	12,785	10,398	9,544	6,586	5,708	125,902
88	8,007	10,247	12,945	14,728	12,065	16,594	16,019	14,617	11,883	10,379	7,601	6,702	141,787
90	7,996	9,699	12,869	15,056	12,157	9,338	15,033	13,787	11,200	10,344	7,797	7,010	132,286
91	7,231	9,173	11,752	13,726	11,960	15,700	14,822	13,548	10,951	9,414	7,136	6,432	131,845
92	8,125	10,027	13,430	15,890	13,127	17,190	16,369	15,066	12,066	10,510	7,924	7,091	146,815
Total Production of kWh =													
	57,985	73,728	97,593	113,500	94,996	116,610	119,001	107,759	87,661	78,445	56,733	49,428	1,053,439

2017 Production													
United Mutual Project													
	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total
23							12,912	11,266	8,066	6,655	3,790	5,055	47,744
24							12437	10,889	7,971	6,679	3,793	5,054	46,823
50							16,209	14,200	10,276	8,626	4,593	5,771	59,675
52							14,359	12308	8,822	7,333	3,984	5,258	52,064
88							14,957	12,701	9,181	7,669	4,330	6,301	55,139
90							15,993	13,819	10,035	8,359	4,643	6,467	59,316
91							14,611	12,319	8,959	7,428	4,256	6,123	53,696
92							17,149	14,486	10,562	8,670	4,799	6,771	62,437
Total Production of kWh =							118,627	101,988	73,872	61,419	34,188	46,800	436,894

Lifetime Production (kWh)
4,684,101

Total 2021 Repair Costs
\$0

Recent Panel Cleanings
5/22/2021, 9/21/2021



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UNITED LAGUNA WOODS MUTUAL

SECTION 35 SOLAR PANELS, 1 STORY BUILDINGS, AND BUILDINGS WITH UNSHARED ROOF SPACE

ADOPTED APRIL 2008, RESOLUTION 01-08-61

GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104

GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08

1.0 **GENERAL REQUIREMENTS**

- 1.1 **PERMITS AND FEES:** A Mutual Consent for Manor Alterations Department is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his contractor. Member and/or his contractor must supply the Manor Alterations Department with City permit numbers prior to beginning work.
- 1.2 **MEMBERS RESPONSIBILITY:** The Member is solely responsible for the maintenance and repair of all alterations to the building. Removal may be required upon sale of a manor, or deterioration of the alteration. Further, Member(s) are expected to provide neighboring residents an estimated timeline for construction, and advance notice of excessive construction-related noise that may occur.
- 1.3 **CODES AND REGULATIONS:** All work shall comply with applicable local, state, and federal requirements including but not limited to the current edition of the Uniform Building Code.
- 1.4 **WORK HOURS:** Contractors working for residents at individual manors and in carports are permitted to work from 9:00 AM – 5:00 PM Monday through Friday. No work whatsoever shall be permitted on Saturday and Sunday, and construction is restricted to 6 months out of every 12 months of the year.
- 1.5 **PLANS:** The Member applying for a Mutual Consent for Manor Alteration(s) shall provide to the Manor Alterations Department a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 **DUMPSITES:** The premises shall be kept free from accumulation of waste materials and/or rubbish caused by the construction work. Member and/or his contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily.

USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED. Contractor's dumpsters, if required, must have location approved by the Manor Alterations Department.

- 1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.
- 1.8 **CONTRACTOR'S CONDUCT:** Member's contractor(s), their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.

2.0 **APPLICATIONS**

- 2.1. Solar Panel refers to roof mounted panels that use solar energy to either heat water directly (Solar Water Heating System), or to generate electricity using photo-voltaic cells (Solar Electric System).
- 2.2. This section refers only to single story dwellings and the roof section of buildings that covers the footprint of the Manor that is unshared roof space for which the request is being submitted
- 2.3. All costs and maintenance of the alteration, present and future, are the responsibility of the Mutual Member.
- 2.4. All costs associated with roof replacement above and beyond the typical cost for roof replacement that is due to the solar panel installation shall be borne by the Member(s).
- 2.5. Detailed, site specific plans for all water and electrical lines for the solar panel installation, including penetrations, shall be submitted to the Manor Alterations Department for approval.
- 2.6. Structural calculations for the existing roof structure, signed and wet-stamped by a California-licensed structural engineer are required to ensure the solar panel system does not compromise the existing roof structure and that the roof is adequate to accept attachments and to support all applied loadings, per the California Building Code.
- 2.7. The mounting system must have a current Engineering Certification that certifies the system will be structurally adequate and satisfy building codes when installed per the instructions.

- 2.8.** Flat roof mounting shall be set with the highest point flush with the top of the parapet wall so as to be hidden from the ground or surrounding properties.
- 2.9.** Flat roof mounting must leave a minimum of two feet between the panels and the parapet to permit access.
- 2.10.** Water and electric lines must be set on blocking above the surface to facilitate re-roofing.
- 2.11.** Detailed plans of the installation of roof jacks should be submitted to the Manor Alterations Department for approval, and installation of roof jacks, including hot mopping and flashing, is required to be completed during the original installation.
- 2.12.** The installer is responsible for ensuring that lag screws have adequate pullout strength and shear capacities.
- 2.13.** The installer is responsible for maintaining the waterproof integrity of the roof, including the selection and use of appropriate flashing and sealers.
- 2.14.** Connections to the manor's electrical system must be coordinated with the local electric utility.
- 2.15.** Solar Electric Panels, and their associated electrical components, must be UL approved, or comply with equivalent international standards.
- 2.16.** All work must comply with the California Building Code.

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UNITED LAGUNA WOODS MUTUAL

Section 42 - Solar Panels, 2 Story Buildings with Flat Roofs

ADOPTED OCTOBER 2014, RESOLUTION 01-14-130

GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08

1.0 GENERAL REQUIREMENTS

- 1.1 **PERMITS AND FEES:** A Mutual consent for Manor Alterations is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Manor Alterations Department office with City permit number(s) prior to beginning work.
- 1.2 **MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 **CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).
- 1.4 **WORK HOURS:** Contractors working for residents at individual manors and in carports are permitted to work from 9:00 AM – 5:00 PM Monday through Friday. No work whatsoever shall be permitted on Saturday and Sunday, and construction is restricted to 6 months out of every 12 months of the year.
- 1.5 **PLANS:** The Member applying for a Mutual Consent for Manor Alteration(s) shall provide to the Manor Alterations Department a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.**

Contractor's or Member's dumpsters, if required, must have location approved by the Manor Alterations Department.

- 1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.
- 1.8 **CONTRACTOR'S CONDUCT:** Member's contractor's, their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.

2.0 **APPLICATIONS**

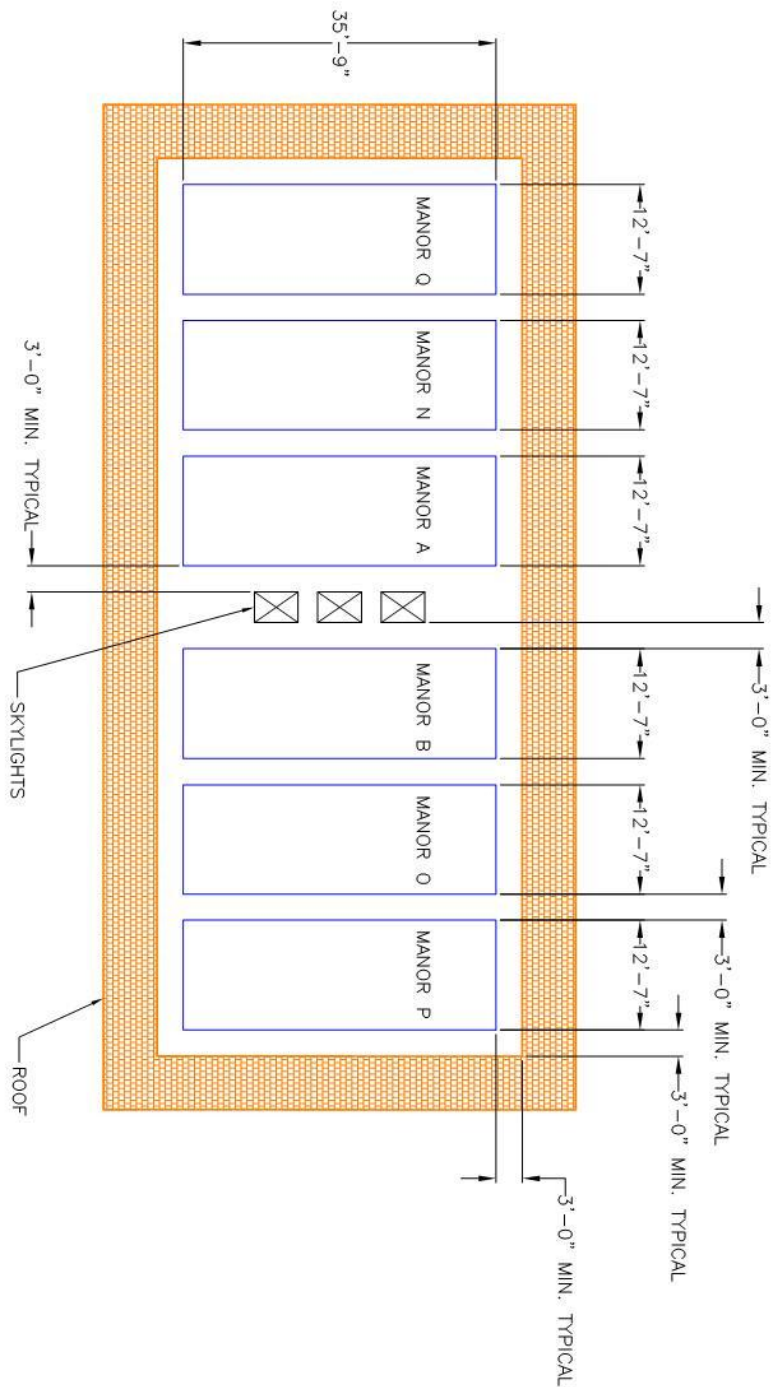
- 2.1 Leasing of solar panels for installation on United Mutual manors is strictly prohibited.
- 2.2 In this section, Solar Panel refers to roof mounted panels that use solar energy to either heat water directly (Solar Water Heating System), or to generate electricity using photo-voltaic cells (Solar Electric System).
- 2.3 This section refers to two story dwellings with shared flat roof space. The system shall be designed so the panel array does not encroach outside of the area allocated on the roof for each owner of a manor. Refer to Pages 5, 6, 7 and 8 for roof allocation on flat roofs of 6-, 8-, and 12-unit buildings respectively.
- 2.4 Detailed, site-specific plans, including for all water and electrical lines for the solar panel installation, including penetrations, shall be submitted to the Manor Alterations Department for approval.
- 2.5 Detailed plans of the installation of roof jacks should be submitted to the Manor Alterations Department for approval, and installation of roof jacks, including hot mopping and flashing, is required to be completed during the original installation.
- 2.6 Regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member's expense.
- 2.7 Water and electric lines must be set on blocking above the surface to facilitate re-roofing.

- 2.8 Structural calculations for the existing roof structure, signed and wet-stamped by a California-licensed structural engineer are required to ensure the solar panel system does not compromise the existing roof structure and that the roof is adequate to accept attachments and to support all applied loadings, per the California Building Code.
- 2.9 The mounting system must have a current Engineering Certification that certifies the system will be structurally adequate and satisfy building codes when installed per the instructions.
- 2.10 The solar panel array must be located a minimum of 3 feet from the edge of the roof; and a minimum of 3 feet shall be maintained between rows of solar panels, and between any architectural features such as, but not limited to skylights, mechanical equipment, and vent pipes in order to enable proper access for maintenance.
- 2.11 The solar panel array cannot be installed over any existing Mutual component or Member alteration.
- 2.12 Flat roof mounting shall be set with the highest point flush with the top of the parapet wall so as to be hidden from the ground or surrounding properties.
- 2.13 Lag screws must have adequate pullout strength and shear capacities.
- 2.14 The waterproof integrity of the roof, including the selection and use of appropriate flashing and sealers, must be maintained.
- 2.15 Solar Electric Panels, and their associated electrical components, must be UL listed, or comply with equivalent international standards.
- 2.16 All work must comply with the California Building Code.
- 2.17 The use of solar micro-inverter or power optimizer technology is required due to the potential number of separate systems that could be installed on one building.

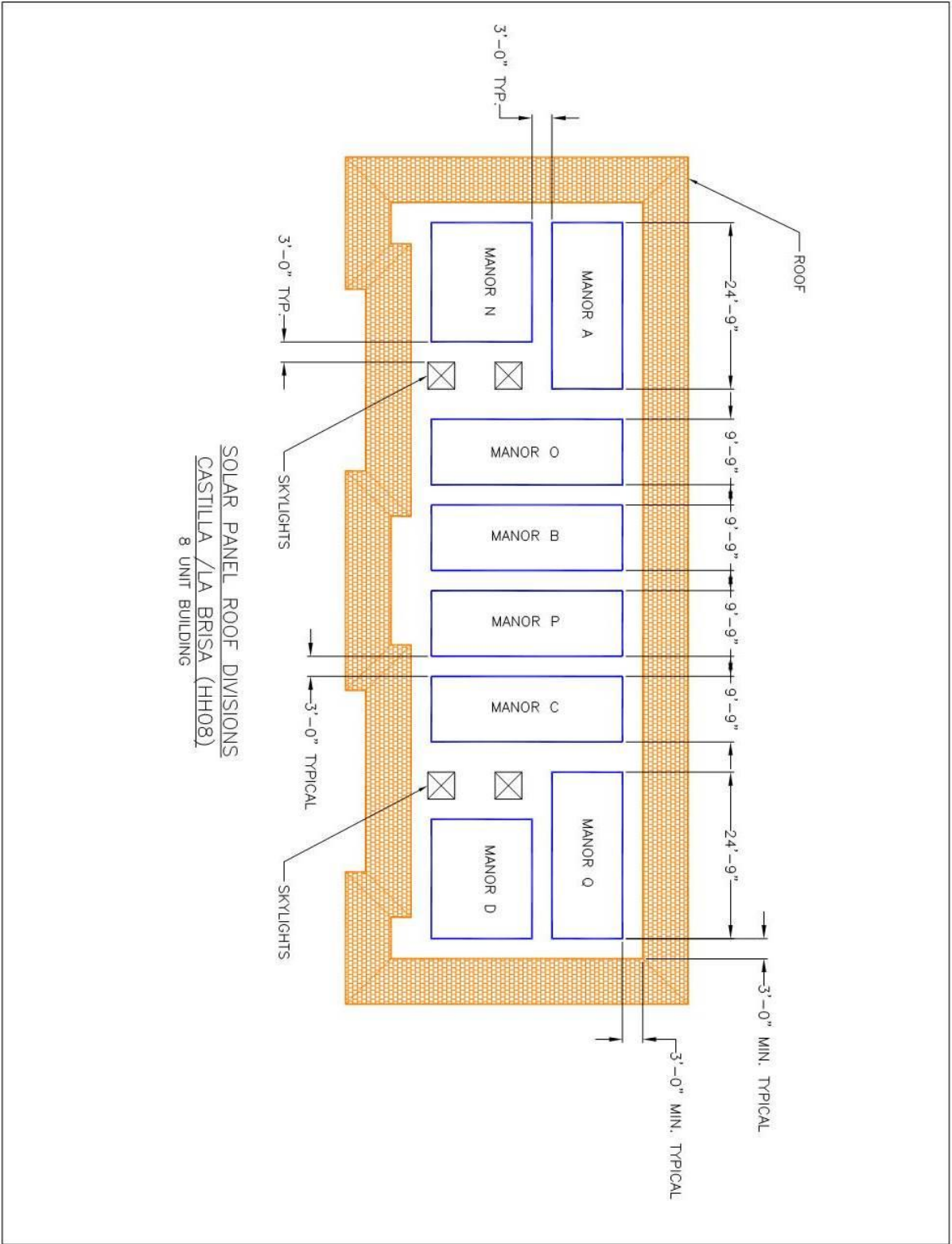
3.0 OBLIGATIONS

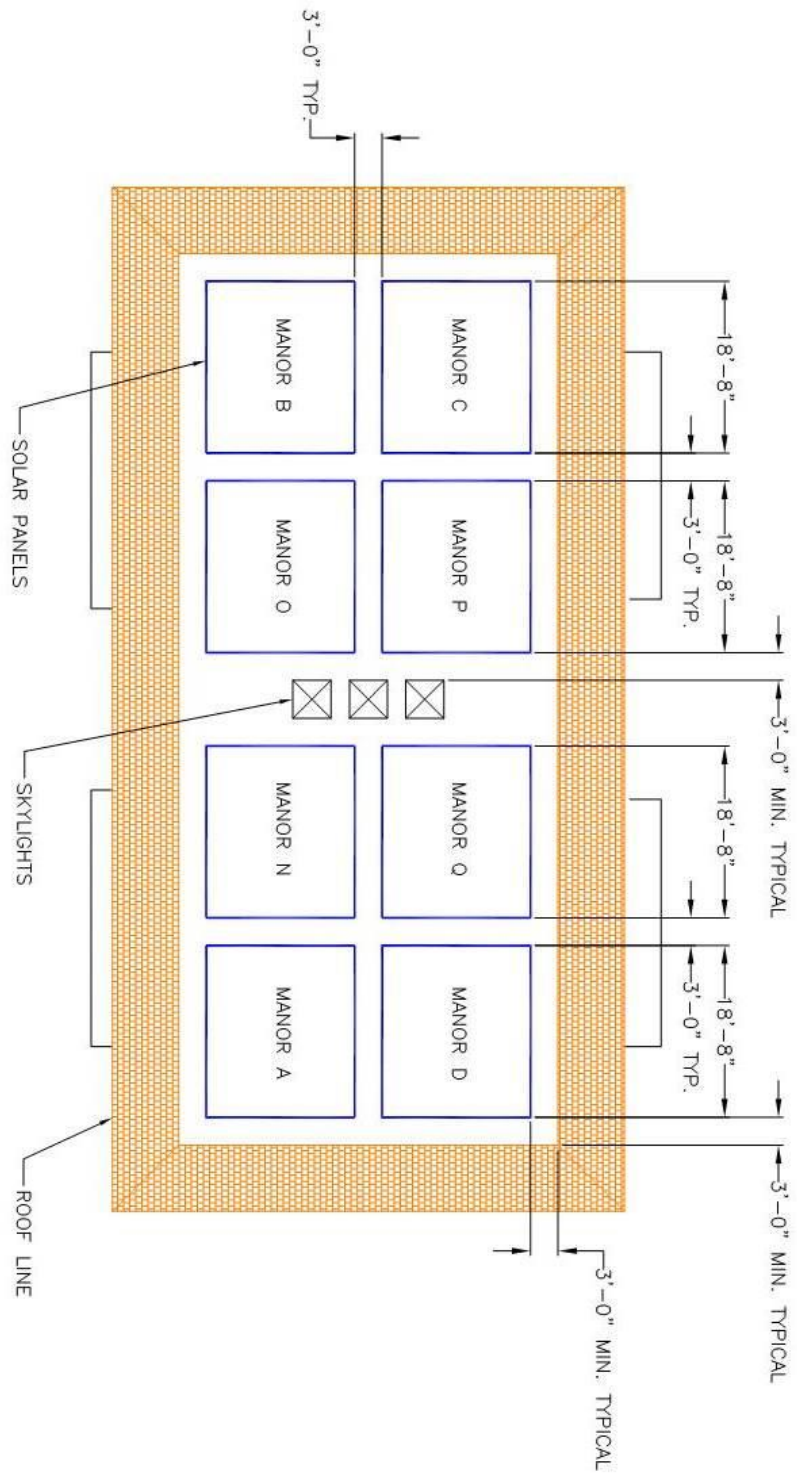
- 3.1 Member agrees to pay for repairs to roof that may be attributed to damage caused by contractors installing or servicing solar panels if manifested within 5 years of installation or servicing of solar panels.

- 3.2** The Mutual Member is responsible for, and will bear all costs associated with removing, altering, covering or replacing the alteration as may be necessary or appropriate to allow the corporation business.
- 3.3** The Mutual Member is responsible for, and will bear all costs associated with, clean-up or repair of mutual owned or controlled property made necessary by or resulting from the alteration.
- 3.4** All costs associated with roof replacement above and beyond the typical cost for roof replacement due to the solar panel installation shall be borne by the Member(s).



SOLAR PANEL ROOF DIVISIONS
 CASA LINDA /CASA VISTA (11-06)
 6 UNIT BUILDING





SOLAR PANEL ROOF DIVISIONS
CASA CONTENTA (KK08)
 8 UNIT BUILDING

