CITY OF CARSON
HOUSING AUTHORITY/
SUCCESSOR AGENCY/
PUBLIC FINANCING AUTHORITY/
CITY COUNCIL AGENDA

Tuesday, July 1, 2025
701 East Carson Street
City Hall

5:00 PM

Lula Davis-Holmes, Mayor

Jawane Hilton, District 1 Councilmember

Cedric L. Hicks, Sr., Mayor Pro Tem and District 3 Councilmember

Jim Dear, District 2 Councilmember

Arleen Bocatija Rojas, District 4 Councilmember

Dr. Khaleah Bradshaw, City Clerk

Monica Cooper, City Treasurer

"In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at 310-952-1720 at least 48 hours prior to the meeting." (Government Code Section 54954.2)

PUBLIC INFORMATION

The public may address the members of the City Council on any matters within the jurisdiction of the City Council or on any items on the agenda of the City Council during the designated public comment periods. There will be two Oral Communication sessions: one for Agendized Items (comment about items ON the agenda) and the other for non-Agendized items (comment about items NOT on the Agenda). The Oral Communications portion of the agenda is limited to a duration of one hour unless otherwise approved by the City Council. Comment time is normally 3 minutes depending on the number of speakers.

PUBLIC VIEWING AVAILABLE BY:

- **Livestream on the City's website: The meeting will be streamed live over the internet via: www.carsonca.gov or on Youtube: www.youtube.com/c/CityofCarsonCaliforniaOfficialYouTubePage**
- **Cable TV: Spectrum (Channel 35) and ATT (Channel 99)**

IF YOU ARE NOT ABLE TO ATTEND THE MEETING IN-PERSON, PUBLIC COMMENTS CAN BE SUBMITTED BEFORE THE MEETING AT/VIA:

- **Email: Public comments can be emailed to cityclerk@carsonca.gov. The cut-off time to submit any email communications is 3:00 p.m. on the day of the meeting.**
- **Written: Written comments can be dropped off at the City Clerk's Office at City Hall. The cut-off time to submit any written communications is 3:00 p.m. on the day of the meeting. Written comments dropp**

CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY (5:00 pm)

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

1. PASTOR ATHIA CARRIM FROM INTERNATIONAL INSTITUTE OF TOLERANCE

CLOSED SESSION (Items 2-4)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK)

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

RECESS INTO CLOSED SESSION UNTIL 6:00 P.M. OR UNTIL THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The titles of such litigations are as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Santiago Garcia, Jr. v. City of Carson, et al., Los Angeles Superior Court Case No. 24CMCV00079.

4. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code 54957.6, with City Manager, Assistant City Manager, and Human Resources Officer, its negotiators(s), regarding labor negotiations with Service Employees International Union (SEIU 721) CPSA, and American Federation of State, County and Municipal Employees (AFSCME Local 809) Part-time.

RULES OF DECORUM:

1. No person attending a Public Meeting shall engage in disorderly or boisterous conduct, including but not limited to applause, whistling, stamping of feet, booing, or making any loud, threatening, profane, abusive, personal, impertinent, or slanderous utterance-that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting.
2. All remarks by members of the public shall be addressed to the Mayor or the Chair and not to any other member of the public or to any single Council, Board or Commission Member unless in response to a question from that Member.
3. Signs, placards, banners, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting.
4. All persons attending a Public Meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting.
5. All persons attending a Public Meeting shall obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.

- Treat everyone courteously
- Listen to others respectfully
- Exercise self-control
- Give open-minded consideration to all viewpoints
- Focus on the issues and avoid personalizing debate
- Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and rolls for forging sound decisions

RECONVENE TO OPEN SESSION AT 6:00 P.M. OR AT THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Items 5-6)

5. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION

6. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE

PRESENTATIONS (Items 7-11)

7. PROCLAMATION RECOGNIZING AMERICAN INDEPENDENCE DAY

8. PROCLAMATION RECOGNIZING FILIPINO AMERICAN FRIENDSHIP DAY

9. PROCLAMATION RECOGNIZING JULY AS PARKS AND RECREATION MONTH

10. PRESENTATION BY THE LOS ANGELES COUNTY SANITATION DISTRICTS AND THE METROPOLITAN WATER DISTRICT PROVIDING AN UPDATE ON THE PURE WATER SOUTHERN CALIFORNIA PROJECT

11. UPDATE FROM PARKS, RECREATION, AND CULTURAL ARTS COMMISSION

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) (LIMITED TO ONE HOUR)

The public may address the members of the City Council/Housing Authority/Successor Agency on any matters within the jurisdiction of the City Council/Housing Authority/Successor Agency or on any items on the agenda of the City Council/Housing Authority/Successor Agency, other than closed session matters, prior to any action taken on the agenda. Speakers are limited to no morethan three minutes, speaking once. Oral communications will be limited to one (1) hour unless extended by order of the Mayor with approval of the City Council.

APPROVAL OF MINUTES (Item 12)

12. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - JUNE 17, 2025 (REGULAR)

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

CONSENT (Items 13-23)

ANY ITEM OR ITEMS MAY BE REMOVED FOR DISCUSSION

These items are considered to be routine items of business and have, therefore, been placed on the CONSENT CALENDAR. For items remaining on the CONSENT CALENDAR, a single motion to ADOPT the recommended action is in order.

13. CONSIDER ADOPTING RESOLUTION NO. 25-081, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,235,155.11, DEMAND CHECK NUMBERS 179586 THROUGH 179959 FOR GENERAL DEMAND AND THE AMOUNT OF $12,125.00, CHECK NUMBERS 1295 THROUGH 1296 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-081, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,235,155.11, DEMAND CHECK NUMBERS 179586 THROUGH 179959 FOR GENERAL DEMAND AND THE AMOUNT OF $12,125.00, CHECK NUMBERS 1295 THROUGH 1296 FOR CO-OP AGREEMENT DEMANDS".

14. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

15. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

16. CONSIDER RESOLUTION NO. 25-075 APPROVING AN UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE CPSA (THE CARSON PROFESSIONALS AND SUPERVISORS ASSOCIATION) EMPLOYEES (CPSA/SEIU) FULL-TIME UNION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-075, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE CARSON PROFESSIONALS AND SUPERVISORS ASSOCIATION EMPLOYEES (CPSA/SEIU) FULL-TIME UNION FOR PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027."

17. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES TO PROVIDE ON-CALL PROFESSIONAL SERVICES TO THE ENGINEERING DIVISION OF THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Contract Services Agreement with Albert A. Webb Associates for on-call professional engineering services by extending the term by one (1) year and increasing the contract sum by $300,000 for a total contract sum of $1,200,000.00.

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 with Albert A. Webb Associates following approval as to form by the City Attorney.

18. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICE AGREEMENT WITH TRANSTECH ENGINEERING INC. TO PROVIDE ON-CALL PROJECT MANAGEMENT AND INSPECTION SERVICES FOR THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Contract Services Agreement with Transtech Engineering Inc. to add on-call construction inspection services and increase the contract sum by $340,000.00 for a new total not-to-exceed contract sum of $955,776.00.

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 with Transtech Engineering Inc. following approval as to form by the City Attorney.

19. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO TOTUM CORP. AGREEMENT TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 with Totum Corp for Construction Management Construction Inspection services, increasing the contract sum by $350,000.00 for a total contract sum of $1,232,635.00.

— 2. AUTHORIZE the Mayor to execute contract Amendment No. 2 with Totum Corp following approval as to form by the City Attorney.

20. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC TO PROVIDE ON-CALL PROFESSIONAL PROJECT MANAGEMENT SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Contract Services Agreement with Z & K Consultants to provide on-call Project Management Professional Services, increasing the contract sum by $93,200.00 for a total contract sum of $708,976.00.

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 to the agreement with Z & K Consultants to provide on-call Project Management Professional Services following approval as to form by the City Attorney.

21. CONSIDER ADOPTION OF RESOLUTION 25-080, APPROVING THE CITY OF CARSON STREETSCAPE MASTER PLAN (CITY COUNCIL)

RECOMMENDED ACTION

— Waive further reading and ADOPT Resolution 25-080, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE CITY OF CARSON STREETSCAPE MASTER PLAN" (EXHIBIT No. 1)

22. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO FCG CONSULTANTS INC AGREEMENT TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 with FCG Consultants Inc. for Construction Management Construction Inspection services increasing the contract sum by $255,000.00 for a total contract sum of $1,137,635.00.

— 2. AUTHORIZE the Mayor to execute contract Amendment No. 2 with FCG Consultants Inc. following approval as to form by the City Attorney.

23. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Contract Services Agreement with Z & K Consultants to provide on-call Construction Management & Inspection Professional Services increasing the contract sum by $308,986.00 for a total contract sum of $791,621.00.

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 to agreement with Z & K Consultants to provide on-call Construction Management & Inspection Professional Services following approval as to form by the City Attorney.

SPECIAL ORDERS OF THE DAY (Item 24)

Public testimony is restricted to three minutes per speaker, speaking once (excepting applicants who are afforded a right of rebuttal, if desired), unless
extended by order of the Mayor with the approval of the City Council.

24. CONSIDER INTRODUCTION AND FIRST READING OF ORDINANCE NO. 25-2514, AND INTRODUCTION AND ADOPTION OF URGENCY ORDINANCE NO. 25-2515U, MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3) AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES

RECOMMENDED ACTION

— 1. OPEN the public hearing, TAKE public comments, and CLOSE the public hearing;

— 2. INTRODUCE for first reading, by title only, Ordinance No. 25-2514, "AN ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3) AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES"; and

— 3. INTRODUCE and ADOPT Urgency Ordinance No. 25-2515U, "AN URGENCY ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3), MAKING A FINDING OF URGENCY PURSUANT TO CITY CHARTER SECTION 313F, AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES."

DISCUSSION (Item 25)

25. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;

— 2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions;

— 3. CONSIDER and APPOINT members to City Affiliated Organizations;

— 4. DIRECT the City Clerk to notify all affected appointments of this action in writing;

— 5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

ORDINANCE SECOND READING

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

The public may at this time address the members of the City Council/Housing Authority/Successor Agency on any matters within the jurisdiction of the City Council/Housing Authority/Successor Agency. No action may be taken on non-agendized items except as authorized by law. Speakers are requested to limit their comments to no more than three minutes each, speaking once.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

MEMORIAL ADJOURNMENTS

ADJOURNMENT

Date Posted: June 26, 2025

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Tuesday, July 1, 2025, 5:00 PM

APPROVAL OF MINUTES 12.

To: City Council, Successor Agency, and Housing Authority

From: Joy Simarago, Deputy City Clerk CCO Administration

Subject: APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - JUNE 17, 2025 (REGULAR)

I. SUMMARY

The City Clerk's Office is seeking approval of the following minutes:

- Tuesday, June 17, 2025 (Regular)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, June 17, 2025 (Regular)

Prepared by: Dr. Khaleah K. Bradshaw, City Clerk and Joy Simarago, Deputy City Clerk

Attachments

Minutes - CC Reg Mtg 06-17-25.pdf

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
JUNE 17, 2025
5:00 P.M.

CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/PUBLIC FINANCING AUTHORITY TUESDAY, JUNE 17, 2025

The meeting was called to order at 5:02 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

City Clerk/Agency Secretary/Authority Secretary, Dr. Khaleah K. Bradshaw noted the roll:

Council Members/Agency Members/Authority Board Members Present:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Cedric Hicks, Sr.

Council Member/Agency Member/Authority Board Member, Dr. Jawane Hilton

Council Member/Agency Member/Authority Board Member Jim Dear

Council Members/Agency Members/Authority Board Members Absent:

Council Member/Agency Member/Authority Board Member Arleen Rojas (Entered at 5:02 P.M.)

Also Present:

Monica Cooper, City/Agency/Authority Treasurer; Sunny Soltani, City/Agency/Authority Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John Raymond, Assistant City Manager; Dr. Arlington Rodgers, Jr., Director of Public Works; Gary Carter, Director of

Information Technology and Security; William Jefferson, Director of Finance; Josh Boudreaux, Director of Human Resources; and Kourtney Cullors, Chief Deputy City Clerk

FLAG SALUTE

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. led the Pledge of Allegiance.

(Council Member/Agency Member/Authority Board Member Rojas entered the meeting at 5:02 P.M.)

INVOCATION (Item 1)

1. PASTOR JOHN SHOBER FROM CARSON HOPE COMMUNITY CHURCH - 5:04 PM

   Pastor John Shober read Proverbs 3:5-9 and gave the invocation.

CLOSED SESSION (Items 2-4)

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1), because there is a significant exposure to litigation in two cases.

ACTION: No reportable action was taken in Case 1. A settlement was reached in an employment case. A copy of the Settlement Agreement will be available in the City Clerk's Office once it is finalized.

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The titles of such litigations are as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

ACTION: Item No. 3 was not taken up.

4. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code 54957.6, with City Manager, Assistant City Manager, and Human Resources Officer, its negotiators, regarding labor negotiations with Service Employees International Union (SEIU 721) AME and CPSA, and American Federation of State, County and Municipal Employees (AFSCME Local 809) Part-time.

ACTION: No reportable action was taken.

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK)

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

City/Agency/Authority Attorney Soltani announced the Closed Session items.

RECESS INTO CLOSED SESSION UNTIL 6:00 P.M. OR UNTIL THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

The meeting was recessed at 5:08 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL) -

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)-

4. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)-

RULES OF DECORUM:

The Rules of Decorum recording was presented at the beginning of the meeting.

RECONVENE TO OPEN SESSION AT 6:00 P.M. OR AT THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

The meeting was reconvened at 6:06 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

City/Agency/Authority Attorney Soltani gave the Closed Session Report.

INTRODUCTIONS (MAYOR) (Item 5)

5. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:38 PM

Item No. 5 was heard after Oral Communications for Matters Not Listed on the Agenda (Members of the Public).

Captain Norman introduced Special Assignment Lieutenant Carl Lumpkin, recently assigned to Carson Sheriff Station, replacing Lieutenant Aiello effective at the end of June.

Mayor and City Council welcomed Lieutenant Lumpkin.

Council Member Rojas thanked Lieutenant Lumpkin and Captain Norman for their efforts with the new firework ban. "If you light it, we'll cite it."

Mayor Davis-Holmes and Council Member Rojas discussed the future of fireworks being replaced with a laser light show with music that will be coming soon.

There will be a drone company and other technologies used to identify fireworks on July 4th.

Captain Norman summarized the recent law enforcement activities and gave a crime stats report.

Council Member Dear thanked Captain Morgan for a great report and asked about modified cars and modified mufflers. He wanted to know if these cars can be cited for having a loud vehicle. The captain shared that based on the modifications done to the car, they can be cited or impounded based on illegal modifications. Council Member Dear asked if residents can call the Watch Commander with this information if they are aware of a modified vehicle. Captain Norman stated it is a quality-of-life issue and that is why the Carson Sheriff Station has the 18 additional deputies on hand this summer and that anyone can report the issue to the station.

PRESENTATIONS (Items 6 -7)

6. PROCLAMATION RECOGNIZING JUNE 23RD AS INTERNATIONAL OLYMPIC DAY - 6:08 PM

Item No. 6 was heard after the Closed Session Report.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced Vic Nol representing LA 28. Council Member/Agency Member/Authority Board Member Rojas read the proclamation and presented to Vic Nol who accepted with words of gratitude. Rugby, tennis, indoor cycling, archery and field hockey are committed events in the city of Carson.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted receipt of several emails regarding incident of ICE agents being seen in the city of Carson. She requested the City Manager to present the statement she previously made which he stated is posted on the City website and social media. City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw read the message from the Mayor regarding the recent immigration enforcement actions in Los Angeles. City/Agency/Authority Attorney Soltani stated legally there is nothing the City can or should do; the Federal Government has jurisdiction over immigration issues. She cited President Trump's Executive Order 14159. The City will be prosecuted for interfering and getting involved.

7. CERTIFICATE OF RECOGNITION TO USA FOOTBALL SUMMER SERIES PRESENTED BY UNDER ARMOUR- 7:26 PM

Item No. 7 was heard after Item No. 34.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced Shauna Wilson from USA Football who was on hand to receive the Certificate of Recognition. She announced the USA Football Summer Series Presented by Under Armour from June 18, 2025 to June 22, 2025 at Dignity Health Sports Park.

Council Member/Agency Member/Authority Board Member, Dr. Hilton read the Certificate of Recognition and presented to Shauna Wilson who offered words of gratitude.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) (LIMITED TO ONE HOUR)

Doug Maupin - Item No. 33 and Item No. 34

Offered comments in support of items

APPROVAL OF MINUTES (Item 8)

8. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - JUNE 3, 2025 (REGULAR)- 6:52 PM

RECOMMENDED ACTION— 1. APPROVE the minutes as listed.

Item No. 8 was heard after Item No. 5

Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0

CONSENT (Items 9 - 28)

Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Jim Dear resulting in 5-0-0-0-0

9. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING MAY 31, 2025 (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. RECEIVE and FILE.

ACTION: Item No. 9 was approved on Consent.

10. CONSIDER ADOPTING RESOLUTION NO. 25-074, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,253,335.67, DEMAND CHECK NUMBERS 179511 THROUGH 179585 AND 253 THROUGH 254 FOR GENERAL DEMAND (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-074, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,253,335.67, DEMAND CHECK NUMBERS 179511 THROUGH 179585 AND 253 TO 254 FOR GENERAL DEMAND".

ACTION: Item No. 10 was approved on Consent.

11. CONSIDER ADOPTING RESOLUTION NO. 25-07-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $24,937.33, DEMAND CHECK NUMBERS HA-002055 THROUGH HA-002059 (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-07-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $24,937.33, DEMAND CHECK NUMBERS HA-002055 THROUGH HA-002059".

ACTION: Item No. 11 was approved on Consent.

12. CONSIDER ADOPTING RESOLUTION NO. 25-06-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $2,252.30, DEMAND CHECK NUMBERS SA-001958 THROUGH SA-001960 (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution NO. 25-06-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $2,252.30, DEMAND CHECK NUMBERS SA-001958 THROUGH SA-001960".

ACTION: Item No. 12 was approved on Consent.

13. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE PERIOD MAY 1, 2025 THROUGH MAY 31, 2025 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— RECEIVE and FILE this report.

ACTION: Item No. 13 was approved on Consent.

14. CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF APRIL AND MAY 2025 PER ORDINANCE 24-2401 (CITY COUNCIL) - 6:52 PM

RECOMMENDED ACTION

— 1. RECEIVE and FILE the report (Exhibit No. 1 & Exhibit No. 2).

ACTION: Item No. 14 was approved on Consent.

15. CONSIDER APPROVING AN INCREASE TO THE NOT-TO-EXCEED PURCHASE LIMITS AND PURCHASE TERMS FOR AMAZON BUSINESS AND STAPLES ADVANTAGE PURSUANT TO CMC SECTION 2611(G) COOPERATIVE PURCHASING (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. AUTHORIZE the City to make purchases of materials, supplies, and equipment from Amazon Business in a cumulative amount not to exceed $300,000 per fiscal year (representing a $100,000 increase from the February 2025 approval of the previous agreement), effective through May 5, 2030 and for each fiscal year contained within said effective period, pursuant to Omnia Partners Contract No. LS4679 and APPROVE purchase orders to be used as needed to effectuate such purchases pursuant to CMC Section 2605 in the determination of the Purchasing Manager.

— 2. AUTHORIZE the City to make purchases of materials, supplies, equipment, and janitorial supplies from Staples Advantage in a cumulative amount not to exceed $400,000 per fiscal year, effective through February 2, 2029 and for each fiscal year contained within said effective period, pursuant to Soucrewell Contract No. 070924 SCC and APPROVE purchase orders to be used as needed to effectuate such purchases pursuant to CMC Section 2605 in the determination of the Purchasing Manager.

ACTION: Item No. 15 was approved on Consent.

16. CONSIDER REJECTION OF ALL BIDS RECEIVED FOR INVITATION FOR BIDS ("IFB") 25-10 PW1795 MILLS PARK BUILDING RENOVATIONS AND AUTHORIZE STAFF TO READVERTISE (CITY COUNCIL) - 6:52 PM

RECOMMENDED ACTION

— 1. REJECT all bids received for IFB 25-10 PW1795 Mills Park Building Renovations and AUTHORIZE staff to readvertise.

ACTION: Item No. 16 was approved on Consent.

17. CONSIDER TAKING A POSITION OF OPPOSITION AND SENDING A CORRESPONDING LETTER TO THE LEAGUE OF CALIFORNIA CITIES REGARDING THE RECOMMENDATION OF THE CITY MANAGER'S SALES TAX WORKING GROUP ON THE BRADLEY-BURNS SALES AND USE TAX (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. TAKE a position of OPPOSITION and DIRECT staff to transmit a corresponding letter.

ACTION: Item No. 17 was approved on Consent.

18. CONSIDER CANCELING THE AUGUST 19, 2025, REGULAR CITY COUNCIL MEETING BY MINUTE ORDER (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. APPROVE canceling the August 19, 2025, Regular City Council Meeting by minute order.

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER A CONTRACTUAL SERVICES AGREEMENT WITH RETAIL STRATEGIES FOR RETAIL AND COMMERCIAL ATTRACTION FOR ECONOMIC DEVELOPMENT, IN AN AMOUNT NOT TO EXCEED $150,000 (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. APPROVE a Contract Services Agreement with Retail Strategies, for the development and implementation of an economic development retail and commercial attraction partnership, in an amount not to exceed $150,000.

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER ACCEPTING A $28,500 GRANT FROM THE SOUTH BAY CENTER FOR COUNSELING (SBCC), AND APPROVING AMENDMENT NO. 3 TO THE 2022 SUBCONTRACT WITH SBCC TO EXTEND THE PREVENTION AND AFTERCARE PROGRAM FOR FISCAL YEAR 2025-26 (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. ACCEPT a $28,500 grant from the South Bay Center for Counseling (SBCC) to support the Prevention and Aftercare Program; and

— 2. APPROVE the proposed "Amendment No. 3 to 2022 Subcontract for Prevention and Aftercare Program Activities and Services" between the City and SBCC (Exhibit No. 2; "Amendment No. 3"); and

— 3. AUTHORIZE the Mayor to execute Amendment No. 3, following approval as to form by the City Attorney.

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER APPROVING AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH LIFESTATION, INC., TO EXTEND THE EMERGENCY ALERT RESPONSE SYSTEM (E.A.R.S.) PROGRAM FOR FISCAL YEAR 2025/26 (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 1 to the Contract Services Agreement with LifeStation, Inc. (Exhibit No. 2; "Amendment No. 1"); and

— 2. AUTHORIZE the Mayor to execute Amendment No. 1, following approval as to form by the City Attorney.

ACTION: Item No. 21 was approved on Consent.

22. CONSIDER APPROVING A CONTRACT SERVICES AGREEMENT WITH MARIBEL CERVANTES, OT/L, TO PROVIDE OCCUPATIONAL THERAPY SERVICES FOR MEMBERS OF THE JOSEPH B. JR. AND MARY ANNE O'NEAL STROKE CENTER (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. APPROVE the proposed Contract Services Agreement with Maribel Cervantes, OT/L, to provide Occupational Therapy services for members of the Joseph B. Jr. and Mary Anne O'Neal Stroke Center (Exhibit No. 1; "Agreement") and

— 2. AUTHORIZE the Mayor to execute the Agreement following approval as to form by the City Attorney.

ACTION: Item No. 22 was approved on Consent.

23. CONSIDER APPROVING AMENDMENT NO. 1 TO THE PUBLIC WORKS AGREMENT WITH ED'S FENCING, INC., TO AUTHORIZE ADDITIONAL FENCING WORK FOR THE PICKLEBALL COURT AT DOLPHIN PARK (CITY COUNCIL). - 6:52 PM

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 1 to the Public Works Agreement with Ed's Fencing, Inc to include additional scope of work for the installation of fencing around the new outdoor pickleball court at Dolphin Park for a total not-to-exceed cost of $11,360.00, which will increase the total not-to-exceed Contract Sum to $71,330.00. (Exhibit No. 2; "Amendment").

— 2. AUTHORIZE the Mayor and or City Manager to execute the Amendment, following approval as to form by the City Attorney.

ACTION: Item No. 23 was approved on Consent.

24. CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO CROSSTOWN ELECTRICAL & DATA, INC. FOR AS-NEEDED UTILITY UNDERGROUNDING AND EXCAVATION CONSTRUCTION SERVICES. (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. AWARD a construction contract for As-Needed Utility Undergrounding and Excavation Services not to exceed the amount of $468,385.00, to the lowest responsive and responsible bidder, Crosstown Electrical & Data, Inc.

— 2. AUTHORIZE the Mayor to execute the contract with Crosstown Electrical & Data, Inc. after approval as to form by the City Attorney.

ACTION: Item No. 24 was approved on Consent.

25. CONSIDER APPROVAL OF AMENDMENT NO.1 TO THE PURCHASING AND MAINTENANCE SERVICES AGREEMENT WITH MISSION CRITICAL INFORMATION SYSTEMS INC. (MCIS) (C22-045) FOR INTEROPERABLE PUBLIC SAFETY RADIO SYSTEM AND MAINTENANCE SERVICE (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to add products and services to the Scope of Services for an additional amount of $175,768.13 thereby increasing the total not to exceed contract sum to $395,702.67.

— 2. AUTHORIZE the Mayor to execute the amendment, following approval as to form by the City Attorney.

ACTION: Item No. 25 was approved on Consent.

26. CONSIDER APPROVAL OF A PURCHASE ORDER TO PB LOADER CORPORATION, FRESNO, CA, FOR THE PURCHASE OF TWO NEW ELECTRIC POWERED 2024 FORD F-150 LIGHTNING PICK-UP TRUCKS FOR THE PUBLIC SAFETY DEPARTMENT (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. AUTHORIZE the Purchasing Manager to issue a Purchase Order in the amount not to exceed $154,884.17 for the purchase of two new electric powered 2024 Ford F-150 Lightning Pick-Up Trucks (Exhibit 1).

ACTION: Item No. 26 was approved on Consent.

27. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH CS & ASSOCIATES, INC TO PROVIDE ON-CALL PROFESSIONAL LABOR COMPLIANCE SERVICES FOR VARIOUS NEEDS TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Contract Services Agreement with CS & Associates, INC for on-call professional labor compliance services extending term by one (1) year and increasing the contract sum by $100,000 for a total not-to-exceed contract sum of $400,000.00.

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 with CS & Associates, INC following approval as to form by the City Attorney.

ACTION: Item No. 27 was approved on Consent.

28. CONSIDER APPROVING AMENDMENT NO. 7 TO PURCHASE AGREEMENT (C-22-202) AND PURCHASE ORDER (22300822) WITH GOFORTH & MARTI TO PURCHASE, DELIVER, AND INSTALL OFFICE FURNITURE FOR THE CITY HALL BASEMENT AND THE PUBLIC WORKS CORPORATE YARD (CITY COUNCIL)- 6:52 PM

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 7 to the Purchase Agreement by and between the City of Carson and Goforth & Marti to purchase, deliver, and install office furniture for the City Hall Basement and the Public Works Corporation Yard for a cost of $144,589.30.

— 2. AUTHORIZE the Mayor to execute Amendment No. 7, following approval as to form by the City Attorney.

ACTION: Item No. 28 was approved on Consent.

SPECIAL ORDERS OF THE DAY (Items 29 - 30)

29. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 25-076, ADOPTING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET IN THE GENERAL FUND (CITY COUNCIL) CONSIDER RESOLUTION NO. 25-07-CSA, ADOPTING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET FOR THE CARSON SUCCESSOR AGENCY (SUCCESSOR AGENCY) CONSIDER RESOLUTION NO. 25-08-CHA, ADOPTING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET FOR THE CARSON HOUSING AUTHORITY (HOUSING AUTHORITY) CONSIDER RESOLUTION NO. 25-077 APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-2026 (CITY COUNCIL), AND APPROVAL OF THE 2025-2026 SPECIAL EVENTS AND 5-YEAR CIP PLAN- 6:53 PM

RECOMMENDED ACTION

— 1. OPEN the Public Hearing, RECEIVE public testimony regarding the proposed Fiscal Year 2025–2026 budget, and CLOSE the Public Hearing.

— 2. WAIVE further reading and ADOPT Resolution No. 25-076, a resolution of the City of Carson City Council adopting the Fiscal Year 2025–2026 General Fund and Special Revenue Funds Budget (Exhibit E).

— 3. WAIVE further reading and ADOPT Resolution No. 25-07-CSA, a resolution of the Successor Agency Board adopting the FY 2025–2026 Budget (Exhibit F).

— 4. WAIVE further reading and ADOPT Resolution No. 25-08-CHA, a resolution of the Carson Housing Authority adopting the FY 2025–2026 Budget (Exhibit G).

— 5. WAIVE further reading and ADOPT Resolution No. 25-077, a resolution of the City Council approving the FY 2025–2026 Appropriations Limit (Exhibit H).

— 6. APPROVE the FY 2025–2026 Special Events Budget (Exhibit I).

— 7. APPROVE the FY 2025–2026 Five-Year Capital Improvement Program (CIP) Plan (Exhibit J).

Item No. 29 was heard after approval of the Consent items.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw gave the Public Hearing report.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared the Public Hearing open.

There being no persons wishing to speak, Mayor/Agency Chairman/Authority Chairman Davis-Holmes closed the Public Hearing.

Director Jefferson gave a brief summary of the budget at the request of Mayor Pro Tempore Hicks, Sr.

Mayor Pro Tempore Hicks, Sr. asked Director Boudreaux if there is enough funds in the budget for additional training for employees to remain on the cutting edge of their expertise. Director Boudreaux responded to Mayor Pro Tempore Hicks, Sr.'s question. Mayor Pro Tempore Hicks, Sr. also asked about the vacancy rate in Public Works. Assistant City Manager, Dr. Lennox responded to Mayor Pro Tempore Hicks, Sr.'s question. He also asked about the median project in light of the upcoming Olympics and Director, Dr. Rodgers, Jr. and Assistant City Manager, Dr. Lennox responded to his question.

Council Member Dear also reiterated the importance of making sure the city is ready for the 2028 Olympics. He complimented Director, Dr. Rodgers, Jr. and Public Works for doing great work even with the vacancy rate.

Director Jefferson shared that there was a $30,000 increase in the training budget for employees.

Mayor Davis-Holmes asked about the Vehicle Allowance Program. City Manager Roberts, Jr. responded to her question. Council Member, Dr. Hilton stated for the record that Council Members do not currently receive a car allowance.

Mayor Davis-Holmes asked about the specialist position assigned in Public Safety. City Manager Roberts, Jr. stated that it is a new position created as of tonight.

Motion To Approve submitted by Dr. Jawane Hilton seconded by Jim Dear resulting in 5-0-0-0-0

30. REQUEST TO CONTINUE THE PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION RATIFYING AN AMENDMENT TO THE SAFETY ELEMENT OF THE GENERAL PLAN TO INCORPORATE THE CITY'S LOCAL HAZARD MITIGATION PLAN 2024 IN ACCORDANCE WITH ASSEMBLY BILL 2140 (CITY COUNCIL)- 7:12 PM

RECOMMENDED ACTION

— 1. OPEN the Public Hearing, TAKE Public Comment, and Continue the Public Hearing to September 2, 2025, at the City Council's regular meeting time and place.

City Clerk, Dr. Bradshaw gave the Public Hearing report.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared the Public Hearing open.

There were no persons wishing to speak.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued the Public Hearing to September 2, 2025, with no objection heard.

DISCUSSION (Item 31 - 32)

31. CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD MAY 1, 2025 THROUGH MAY 31, (CITY COUNCIL)- 7:14 PM

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

City Manager Roberts, Jr. shared that this is the first of ongoing reports that will be coming to future meetings about new businesses and other related matters.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. thanked the City Manager for the report and providing City Council with the tools they need.

Council Member/Agency Member/Authority Board Member Dear shared that he has information about a business closing in another city wanting to come to Carson and he will share those details off air.

Council Member/Agency Member/Authority Board Member, Dr. Hilton thanked staff for the report, therefore, be able to discuss with the residents and constituents with confidence and accurate information.

Council Member/Agency Member/Authority Board Member Rojas asked if there is a list of businesses with upcoming leases ending with potential locations for future businesses. Assistant City Manager, Dr. Lennox shared that a contract was approved tonight who will track that type of information.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 7:18 P.M. and reentered the meeting at 7:19 P.M.)

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes ordered to Receive and File the report with no objection heard.

32. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)- 7:19 PM

RECOMMENDED ACTION

— 1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;

— 2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions;

— 3. CONSIDER and APPOINT members to City Affiliated Organizations;

— 4. DIRECT the City Clerk to notify all affected appointments of this action in writing;

— 5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

ACTION: Mayor and City Council took the following actions:

Economic Development Commission

Council Member/Agency Member/Authority Board Member Dear appointed Kevin Baddeley as his uncontested appointment to the Economic Development Commission.

Human Relations Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Audra Thompson as Alternate 3 to the Human Relations Commission.

Public Relations Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Dorcas Waddis to the vacant Community Representative position as her uncontested appointment to the Public Relations Commission, thereby, creating a vacancy of the Alternate 2 position.

Subsequently, Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Debra Washington as Alternate 1 to the Public Relations Commission.

Public Safety Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Brandon Fields as Alternate 3 to the Public Safety Commission.

Measure C and Measure K Budget Oversight Committee

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Tina Bradley as Alternate 2 to the Measure C and Measure K Budget Oversight Committee.

Motion to approve Mayor Davis-Holmes' appointments to the Human Relations Commission Alternate 3, Public Relations Commission Alternate 1, Public Safety Commission Alternate 3, and Measure C and Measure K Budget Oversight Committee Alternate 2 submitted by Mayor Pro Tempore Hicks, Sr. seconded by Council Member Dear resulting in 5-0-0-0-0.

Economic Development Commission

Council Member/Agency Member/Authority Board Member, Dr. Hilton appointed Jose Luevano, General Manager of California Credit Union, as his uncontested appointment to the Economic Development Commission.

ORDINANCE SECOND READING (Items 33 - 34)

33. CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2513: AMENDING SECTIONS 9202.1 (ADVISORY AGENCY), 9202.10 (DIVISION OF LAND), 9203.16 (PROCESSING AND APPROVAL – PUBLIC HEARING) AND 9203.19 (EFFECTIVE DATE AND APPEAL) OF CHAPTER 2 (SUBDIVISION REGULATIONS) OF ARTICLE IX (PLANNING AND ZONING) OF THE CARSON MUNICIPAL CODE, TO PERMIT ADMINISTRATIVE APPROVAL OF (1) TENTATIVE TRACT MAPS FOR CONDOMINIUM PURPOSES AND (2) TENTATIVE PARCEL MAPS (CITY COUNCIL)- 7:25 PM

RECOMMENDED ACTION

— 1. CONDUCT a Second Reading by title only and with further reading waived, and ADOPT Ordinance No. 25-2513, entitled “AN ORDINANCE OF THE CITY COUNCIL OF CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 9202.1 (ADVISORY AGENCY), 9202.10 (DIVISION OF LAND), 9203.16 (PROCESSING AND APPROVAL – PUBLIC HEARING) AND 9203.19 (EFFECTIVE DATE AND APPEAL) OF CHAPTER 2 (SUBDIVISION REGULATIONS) OF ARTICLE IX (PLANNING AND ZONING) OF THE CARSON MUNICIPAL CODE, TO PERMIT ADMINISTRATIVE APPROVAL OF (1) TENTATIVE TRACT MAPS FOR CONDOMINIUM PURPOSES AND (2) TENTATIVE PARCEL MAPS"

Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Jim Dear resulting in 5-0-0-0-0

34. SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2510: AN ORDINANCE AMENDING THE NEW CARSON ZONING CODE (CHAPTER 1 [ZONING] OF ARTICLE IX [PLANNING AND ZONING] OF THE CARSON MUNICIPAL CODE, AS ENACTED BY ORDINANCE NO. 24-2405), TO MAKE VARIOUS MODIFICATIONS TO ENSURE COMPLIANCE WITH THE STATE HOUSING ELEMENT LAW, INCLUDING GOVERNMENT CODE SECTIONS 65583(C)(1) AND 65583.2(H)-(I), AND CONSISTENCY WITH THE CITY’S 2021-2029 HOUSING ELEMENT (CITY COUNCIL)- 7:26 PM

RECOMMENDED ACTION

— 1. CONDUCT a Second Reading by title only and with further reading waived, and ADOPT Ordinance No. 25-2510: entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 9211.3 (DEVELOPMENT REGULATIONS) AND 9211.4 (SUPPLEMENTAL REGULATIONS) OF DIVISION 1 (RESIDENTIAL DISTRICTS) AND SECTIONS 9212.3 (DEVELOPMENT REGULATIONS) AND 9212.4 (SUPPLEMENTAL REGULATIONS) OF DIVISION 2 (MIXED-USE DISTRICTS) OF PART 2 (BASE, OVERLAY AND SPECIAL DISTRICTS) OF THE NEW CARSON ZONING CODE (CHAPTER 1 [ZONING] OF ARTICLE IX [PLANNING AND ZONING] OF THE CARSON MUNICIPAL CODE), TO MAKE VARIOUS MODIFICATIONS TO ENSURE COMPLIANCE WITH THE STATE HOUSING ELEMENT LAW, INCLUDING GOVERNMENT CODE SECTIONS 65583(c)(1) and 65583.2(h)-(i), AND CONSISTENCY WITH THE CITY’S 2021-2029 HOUSING ELEMENT"

Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Jim Dear resulting in 5-0-0-0-0

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

This item was heard after Oral Communications for Matters Listed on the Agenda (Members of the Public).

Stan Dixon

Reported neighbor using street as a private auto shop and testing cars on Cassidy Street

Richard Bis

Requested for City Council to get involved with smoke shops too close to schools

Seng So

Local activist interested in providing resources during ICE raids

Linda Navar

Offered response to complaint about YMCA food program that was brought up in the last City Council meeting

Kim Cortado

Offered response to complaint about YMCA food program that was brought up at the last City Council meeting

Council Member/Agency Member/Authority Board Member Dear commented that he can testify that the program is fully following the County's rules and policies. In his opinion the meals appear to be very healthy and his Lions Club has paid for meals for all 97 seniors.

This item was heard again after Item No. 7.

Brandi Lewin

Asked if she could make a presentation with her updates on the Disabilities Committee and the Mayor stated she could make her presentation at the first meeting in July.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Council Member/Agency Member/Authority Board Member Dear shared that the city might want to consider hosting a Fireworks Drop Off Day. Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested the City Manager to add Council Member Dear's request to the Fireworks Educational Campaign. He also shared that there is some follow up needed for his cold case request and he is working with Assistant to the City Manager Michael George.

Council Member/Agency Member/Authority Board Member Rojas asked about her paperwork being taken care of for her upcoming diplomatic trip to the Philippines in July as she did in 2022. She asked if this year the city can cover her being accompanied with a private security in law enforcement. City Manager Roberts, Jr. stated he would follow up with her request.

Council Member/Agency Member/Authority Board Member, Dr. Hilton wished his daughter, Raegan Hilton, a Happy 14th Birthday. He also thanked City Manager Roberts, Jr., Director, Dr. Rodgers, Jr. and Public Works on removing graffiti in a timely manner. Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested removal of graffiti on the freeways between Carson Street and Sepulveda Boulevard which also needs to be addressed. Council Member/Agency Member/Authority Board Member, Dr. Hilton also shared that the city should consider an incentive for turning in the fireworks. City/Agency/Authority Attorney Soltani stated she would work with the City Manager.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked about the feasibility study for Carson having its own school district. Mayor Davis-Holmes mentioned that there are conversations already taking place and she will be informing the City Manager and the City Attorney.

Council Member/Agency Member/Authority Board Member Dear asked for clarity about the travel budget and expenses as it relates to Council Member Rojas' request.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated she received a formal invitation to speak at the university in Tokyo, Japan, and asked City Manager Roberts, Jr. to look into her request.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member Dear wished everyone a good evening.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked staff and residents for an awesome Juneteenth Celebration event. She also shared that the Press Conference went well today at 11:00 A.M. which was aired on ABC News Channel 7 and will be aired this evening.

Assistant City Manager, Dr. Lennox reminded the Mayor and City Council that tomorrow morning at 10:00 A.M. there will be another Press Conference showcasing the Grand Opening of the new State-of-the-Art Emergency Operations Center and the basement renovations. He introduced Kaitlyn Sanchez, Public Safety Manager, who stated she looks forward to working with everyone. She worked most recently for the city of Lakewood and is passionate about local government and public safety.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. announced/reported the following:

- Thanked all the fathers who attended his annual ice cream giveaway and gave kudos to Ken's Ice Cream for allowing the use of their facility for his annual event
- Gave kudos to the Juneteenth Committee and staff for the outstanding Juneteenth Celebration held at Anderson Park
- Outstanding Philippine Independence Day Celebration
- Wished his grandson a Happy 8th Birthday
- Be safe during the 4th of July holiday
- Reminder fireworks are not allowed in the city of Carson

Council Member/Agency Member/Authority Board Member Rojas announced/reported the following:

- Missed the Juneteenth Celebration since she was on front line duty

- Thanked Mayor Davis-Holmes and Council Member, Dr. Hilton for covering for her
- Philippine Independence Day was a success and thanked staff for their great work
- First day off working eight days straight
- Everyone stay safe

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced/reported the following:

- Reminded everyone about the fireworks ban and fines. She also reminded everyone that this is a collaborative effort with the Carson Sheriff's Station and thanked everyone for their assistance with the educational campaign.
- Philippine Independence Day Celebration was great; the Philippine Independence Day Foundation did an outstanding job

Council Member/Agency Member/Authority Board Member, Dr. Hilton reminded everyone City Hall will be closed on Thursday, June 19, 2025 in observance of the Juneteenth holiday.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw presented the following Memorial Adjournment Requests:

Bishop Norman Hutchins, Sr.

Sly Stone

Eleanor Busby Mack

Alfred Pompey

Amelia Ford

William Robinson, Sr.

Edward Valles

Larry Navalta

Council Member/Agency Member/Authority Board Member, Dr. Hilton requested to add Dr. Joseph Benjamin Hardwick to the Memorial Adjournment Requests and gave a prayer.

ADJOURNMENT

The meeting was adjourned at 8:02 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

_____

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

_____

Signature

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, July 1, 2025, 5:00 PM

CONSENT 13.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-081, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,235,155.11, DEMAND CHECK NUMBERS 179586 THROUGH 179959 FOR GENERAL DEMAND AND THE AMOUNT OF $12,125.00, CHECK NUMBERS 1295 THROUGH 1296 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-081, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS AS FOLLOWS:

TOTAL OF $4,235,155.11 FOR GENERAL DEMANDS CHECK NUMBERS 179586 THROUGH 179959.

TOTAL OF $12,125.00 FOR CO-OP AGREEMENT DEMANDS, CHECK NUMBERS 1295 THROUGH 1296, WHICH ARE COSTS ASSOCIATED WITH THE CONSTRUCTION OF CAPITAL PROJECTS WITHIN THE FORMER REDEVELOPMENT PROJECT AREA, USING BOND PROCEEDS TRANSFERRED FROM THE SUCCESSOR AGENCY TO THE CITY.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-081, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,235,155.11, DEMAND CHECK NUMBERS 179586 THROUGH 179959 FOR GENERAL DEMAND AND THE AMOUNT OF $12,125.00, CHECK NUMBERS 1295 THROUGH 1296 FOR CO-OP AGREEMENT DEMANDS".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1 and Exhibit No. 2.

SECTION 2: On July 1, 2025, the City Council ratified the above demand numbers 179586 through 179959 for General Demand and 1295 through 1296 for Co-op agreement demand. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $4,247,280.11.

SECTION 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 1ST DAY OF JULY, 2025.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

V. FISCAL IMPACT

CERTIFICATION

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE 1ST DAY OF JULY, 2025 AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., City Manager

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-081, adopted by the City of Carson City Council at its meeting held on July 1, 2025 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
Dr. Khaleah K. Bradshaw, City Clerk

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND REGISTER RESOLUTION #25-081

EXHIBIT NO. 2: DEMAND REGISTER RESOLUTION #25-081 CA

Attachments

Exhibit 1 Demand Register Reso# 25-081.pdf
Exhibit 2 Demand Register Reso# 25-081 CA.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
179586	06/05/2025	PRINTED	007777	Roux Associates Inc.	1,500.00			
179587	06/05/2025	PRINTED	004691	ADVANTAGE MAILING LLC	24,795.01			
179588	06/05/2025	PRINTED	006659	AGRI-TURF DISTRIBUTING	2,029.21			
179589	06/05/2025	PRINTED	000003	AIRGAS USA LLC	1,930.85			
179590	06/05/2025	PRINTED	006334	ALANS LAWN AND GARDEN CEN	676.93			
179591	06/05/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	166,921.87			
179592	06/05/2025	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	46.00			
179593	06/05/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	3,044.81			
179594	06/05/2025	PRINTED	008425	AMERICAN GLOBAL SECURITY	68,876.36			
179595	06/05/2025	PRINTED	008395	ANDREA VILLASANA	50.00			
179596	06/05/2025	PRINTED	008586	APRIL DIAZ	6,500.00			
179597	06/05/2025	PRINTED	007663	ARTHUR R. BATUCAL	50.00			
179598	06/05/2025	PRINTED	003104	AUDIOTECH PRODUCTION	5,500.00			
179599	06/05/2025	PRINTED	007220	AVERY DENNISON CORPORATIO	3,015.00			
179600	06/05/2025	PRINTED	004410	B D WHITE TOP SOIL CO INC	629.85			
179601	06/05/2025	PRINTED	001248	BARR AND CLARK INC	575.00			
179602	06/05/2025	PRINTED	000697	BIG ANDYS TROPHIES AND PL	5,136.04			
179603	06/05/2025	PRINTED	003981	BIOMETRICS 4 ALL INC	15.00			
179604	06/05/2025	PRINTED	001435	ROBERT BOYD	50.00			
179605	06/05/2025	PRINTED	001762	ROGER BRANCH JR	50.00			
179606	06/05/2025	PRINTED	006455	AALON BUTLER	700.00			
179607	06/05/2025	PRINTED	004165	CALIFORNIA CONSULTING	5,000.00			
179608	06/05/2025	PRINTED	000079	CALIFORNIA WATER SERVICE	63,879.08			
179609	06/05/2025	PRINTED	008411	CALTEC CORP	395,904.33			
179610	06/05/2025	PRINTED	007161	CARLOS ALBERTO GUERRA	100.00			
179611	06/05/2025	PRINTED	001610	CHICAGO TITLE CO	12.00			
179612	06/05/2025	PRINTED	001489	CHOURA VENUE SERVICES	2,940.96			
179613	06/05/2025	PRINTED	008546	CHRISTINA RENTERIA	692.84			
179614	06/05/2025	PRINTED	000114	CITY OF CARSON PETTY CASH	63.70			
179615	06/05/2025	PRINTED	008033	CLARENCE JOHNSON	100.00			
179616	06/05/2025	PRINTED	000803	CLEAN ENERGY	2,034.26			
179617	06/05/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	2,065.00			
179618	06/05/2025	PRINTED	000517	CODE PUBLISHING LLC	612.50			
179619	06/05/2025	PRINTED	004351	COLANTUONO HIGHSMITH AND	197.50			
179620	06/05/2025	PRINTED	001629	CORTEZ GRAPHICS	1,008.31			
179621	06/05/2025	PRINTED	008423	COUNTY OF LOS ANGELES	4,920.00			
179622	06/05/2025	PRINTED	001180	COUNTY OF LOS ANGELES	470.86			
179623	06/05/2025	PRINTED	008233	CPG EVENT RENTALS LLC	5,887.50			
179624	06/05/2025	PRINTED	008388	CRAFTWATER ENGINEERING, I	133,758.26			
179625	06/05/2025	PRINTED	004115	CSG CONSULTANTS INC	7,215.00			
179626	06/05/2025	PRINTED	008147	CYNTHIA STAFFORD	1,625.00			
179627	06/05/2025	PRINTED	000127	DAILY BREEZE NEWSPAPER	2,339.26			
179628	06/05/2025	PRINTED	000268	DAILY JOURNAL CORP	121.40			
179629	06/05/2025	PRINTED	004824	MANUEL DASILVA	50.00			
179630	06/05/2025	PRINTED	006396	KIMBERLEY DAVENPORT	50.00			
179631	06/05/2025	PRINTED	007176	DAVEY COACH SALES INC.	7,281.32			
179632	06/05/2025	PRINTED	000658	DELL	8,898.18			
179633	06/05/2025	PRINTED	001174	DEPARTMENT OF TOXIC SUBTA	10,140.89			
179634	06/05/2025	PRINTED	007163	DIANNE THOMAS	100.00			
179635	06/05/2025	PRINTED	006465	LOUIE DIAZ	100.00			
179636	06/05/2025	PRINTED	006482	FREDERICK DOCDOCIL	100.00			
179637	06/05/2025	PRINTED	006876	DONALD A. SPRAGUE	448.00			

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179638	06/05/2025	PRINTED	000394	EARLY CHILDHOOD	2,187.89			
179639	06/05/2025	PRINTED	008617	ECONOMIC & PLANNING SYSTE	8,383.95			
179640	06/05/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	6,783.02			
179641	06/05/2025	PRINTED	000221	FLEET PRIDE	652.75			
179642	06/05/2025	PRINTED	005044	ROMEO GALEON	50.00			
179643	06/05/2025	PRINTED	004437	GALLS LLC	1,249.29			
179644	06/05/2025	PRINTED	000865	GOODWILL LONG BEACH AND S	8,150.00			
179645	06/05/2025	PRINTED	008394	HANNAH MITCHELL	50.00			
179646	06/05/2025	PRINTED	000234	THE HOME DEPOT INC	1,130.54			
179647	06/05/2025	PRINTED	000615	DELL HUFF	100.00			
179648	06/05/2025	PRINTED	001798	CHINYERE IFEACHO	50.00			
179649	06/05/2025	PRINTED	007675	IMPERIAL SPRINKLER SUPPLY	11,525.88			
179650	06/05/2025	PRINTED	007162	JAIME G. MONTECLARO	100.00			
179651	06/05/2025	PRINTED	008529	JAPANESE AUTO CENTER INC.	300.00			
179652	06/05/2025	PRINTED	008458	JUAN ESTRADA	50.00			
179653	06/05/2025	PRINTED	007672	KELLY PAPER COMPANY	211.94			
179654	06/05/2025	PRINTED	008397	KHRISTOPHER REDWAY	50.00			
179655	06/05/2025	PRINTED	007093	KILEY & ASSOCIATES LLC	5,000.00			
179656	06/05/2025	PRINTED	008391	LEWIS COLSON	50.00			
179657	06/05/2025	PRINTED	006731	LIFESTATION INC	877.53			
179658	06/05/2025	PRINTED	008396	LIV WILLIAMS	50.00			
179659	06/05/2025	PRINTED	000072	LOS ANGELES COUNTY REGIST	18,309.34			
179660	06/05/2025	PRINTED	008191	MATTHEWS FAMILY COUNSELIN	1,100.00			
179661	06/05/2025	PRINTED	000037	MAYFLOWER DISTRIBUTING CO	200.06			
179662	06/05/2025	PRINTED	007428	MFUME, DEQUITA	100.00			
179663	06/05/2025	PRINTED	003576	MRS ENVIRONMENTAL INC	880.00			
179664	06/05/2025	PRINTED	007216	MW AUDIO VISUAL INC.	2,123.27			
179665	06/05/2025	PRINTED	007779	NEMIE P. MOSEQUERA	50.00			
179666	06/05/2025	PRINTED	000744	NINYO & MOORE GEOTECHNICA	56,191.01			
179667	06/05/2025	PRINTED	000563	JANNY NOA	100.00			
179668	06/05/2025	PRINTED	010999	EMILY AVILA	100.10			
179669	06/05/2025	PRINTED	010999	SECULES, STEPHEN	77.98			
179670	06/05/2025	PRINTED	010999	SORRELLS, ALYSSA	43.26			
179671	06/05/2025	PRINTED	010999	SORRELLS, ALYSSA	89.04			
179672	06/05/2025	PRINTED	000528	PARTY PRONTO	808.00			
179673	06/05/2025	PRINTED	000746	PITNEY BOWES RESERVE ACCO	8,000.00			
179674	06/05/2025	PRINTED	001081	BRIAN RABER	50.00			
179675	06/05/2025	PRINTED	006973	RACE TELECOMMUNICATIONS,	1,061.42			
179676	06/05/2025	PRINTED	001255	JESSICA RAMOS	50.00			
179677	06/05/2025	PRINTED	004145	CASSANDRA REED	50.00			
179678	06/05/2025	PRINTED	010000	BRENDA WADE	250.00			
179679	06/05/2025	PRINTED	010000	BRITTANY BRAGG	200.00			
179680	06/05/2025	PRINTED	010000	MISSION ACADEMY	500.00			
179681	06/05/2025	PRINTED	010000	WINIFRED WILSON	250.00			
179682	06/05/2025	PRINTED	000402	ROADLINE PRODUCTS INC USA	6,340.41			
179683	06/05/2025	PRINTED	000057	ROBERT MCELROY LLC	1,007.37			
179684	06/05/2025	PRINTED	001230	ROBERTSONS READY MIX CONC	2,600.25			
179685	06/05/2025	PRINTED	002740	ROSEBURROUGH TOOL COMPANY	4,369.17			
179686	06/05/2025	PRINTED	008578	ROTH STAFFING COMPANIES,	2,648.00			
179687	06/05/2025	PRINTED	003585	RSG INC	23,413.75			
179688	06/05/2025	PRINTED	001715	HARRIETT RUSS	50.00			
179689	06/05/2025	PRINTED	000791	EMMANUEL A SALOMON	50.00			

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179690	06/05/2025	PRINTED	007851	SAMI'S REFEREES LLC	8,360.00			
179691	06/05/2025	PRINTED	000427	SAM'S CLUB DIRECT	620.84			
179692	06/05/2025	PRINTED	001605	SC FUELS	11,068.80			
179693	06/05/2025	PRINTED	000172	SCMAF INC S CALIF MUNICIP	1,300.00			
179694	06/05/2025	PRINTED	007632	SEAY, AL CARNEL	50.00			
179695	06/05/2025	PRINTED	000170	SHERWIN WILLIAMS	15,391.60			
179696	06/05/2025	PRINTED	003159	SITEONE LANDSCAPE SUPPLY	45.07			
179697	06/05/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	47,946.00			
179698	06/05/2025	PRINTED	008152	SO CAL EQUIPMENT REPAIR,	1,736.81			
179699	06/05/2025	PRINTED	004417	SOCALGAS	12,472.36			
179700	06/05/2025	PRINTED	000189	SOUTH COAST AIR QUALITY M	502.41			
179701	06/05/2025	PRINTED	006384	CHARTER COMMUNICATIONS	13,191.59			
179702	06/05/2025	PRINTED	007780	TERESITA J. JUNIO	50.00			
179703	06/05/2025	PRINTED	006495	TOLAR MANUFACTURING COMPA	15,912.00			
179704	06/05/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	15,476.18			
179705	06/05/2025	PRINTED	006220	WASTE RESOURCES, INC	529,884.97			
179706	06/05/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION	303.71			
179707	06/05/2025	PRINTED	004222	RICHARD WOODS JR	50.00			
179708	06/05/2025	PRINTED	007612	THEODORE I. BENITO	29,112.27			
179709	06/12/2025	PRINTED	007777	Geosyntec Consultants Inc	4,750.00			
179710	06/12/2025	PRINTED	007692	ALBERT A. WEBB ASSOCIATES	38,363.50			
179711	06/12/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	23,423.12			
179712	06/12/2025	PRINTED	000042	ALIN PARTY SUPPLY CO	3,820.66			
179713	06/12/2025	PRINTED	008550	ALL IN ONE ENTERTAINMENT	2,000.00			
179714	06/12/2025	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	1,680.00			
179715	06/12/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	4,675.04			
179716	06/12/2025	PRINTED	008151	AMER JAKHER	6,930.00			
179717	06/12/2025	PRINTED	006837	ANTHEM SPORTS, LLC	1,469.65			
179718	06/12/2025	PRINTED	002177	ARIZONA MACHINERY LLC	1,340.10			
179719	06/12/2025	PRINTED	001001	AT&T PHONE	2,410.43			
179720	06/12/2025	PRINTED	004410	B D WHITE TOP SOIL CO INC	27.63			
179721	06/12/2025	PRINTED	007541	B&B DISCOUNT POOL & SPA S	2,349.08			
179722	06/12/2025	PRINTED	001248	BARR AND CLARK INC	2,530.00			
179723	06/12/2025	PRINTED	003242	BLACK KNIGHT PATROL, INC	900.00			
179724	06/12/2025	PRINTED	008585	BLACKSTONE REMODELING, IN	53,865.00			
179725	06/12/2025	PRINTED	003126	BLOOMING FLOWERS	624.15			
179726	06/12/2025	PRINTED	001438	BLUE DIAMOND MATERIALS	630.85			
179727	06/12/2025	PRINTED	008616	BRANDON GLASCO	500.00			
179728	06/12/2025	PRINTED	008260	BRENT JONES	3,200.00			
179729	06/12/2025	PRINTED	008509	BROTHERS IGNITING A GROOV	2,500.00			
179730	06/12/2025	PRINTED	001713	KELVIN BROWN SR	50.00			
179731	06/12/2025	PRINTED	007436	CALHOUN, JILL	50.00			
179732	06/12/2025	PRINTED	008141	CARTER PICTURE FRAMING &	263.00			
179733	06/12/2025	PRINTED	000351	CHEM PRO LABORATORY INC	638.40			
179734	06/12/2025	PRINTED	008513	CINTAS CORPORATION NO. 2	3,263.88			
179735	06/12/2025	PRINTED	006955	CITY ELECTRIC SUPPLY	3,418.94			
179736	06/12/2025	PRINTED	008400	CLIMATE INDUSTRIES, INC.	1,206.15			
179737	06/12/2025	PRINTED	008082	CLIMATEC LLC	22,919.96			
179738	06/12/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	2,372.39			
179739	06/12/2025	PRINTED	006289	COMPANY NURSE LLC	4,999.00			
179740	06/12/2025	PRINTED	007159	CORODATA RECORDS MANAGEME	662.54			
179741	06/12/2025	PRINTED	001629	CORTEZ GRAPHICS	994.50			

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179742	06/12/2025	PRINTED	004275	COSTAR REALTY INFORMATION	1,425.00			
179743	06/12/2025	PRINTED	001180	COUNTY OF LOS ANGELES	9,352.64			
179744	06/12/2025	PRINTED	006467	CESAR DAHILIG	50.00			
179745	06/12/2025	PRINTED	000268	DAILY JOURNAL CORP	93.65			
179746	06/12/2025	PRINTED	006396	KIMBERLEY DAVENPORT	50.00			
179747	06/12/2025	PRINTED	008566	DAVID P STEVENS	2,500.00			
179748	06/12/2025	PRINTED	007921	DEMBREBRAH WEST AFRICAN D	600.00			
179749	06/12/2025	PRINTED	007503	DISCOUNT PLAYGROUND SUPPL	14,997.27			
179750	06/12/2025	PRINTED	008528	DIXON RESOURCES UNLIMITED	7,465.50			
179751	06/12/2025	PRINTED	006876	DONALD A. SPRAGUE	1,719.00			
179752	06/12/2025	PRINTED	000399	DUNN EDWARDS PAINT CO	16,794.67			
179753	06/12/2025	PRINTED	001105	EAGLE PORTABLES SANITATIO	3,437.08			
179754	06/12/2025	PRINTED	008189	ED'S FENCING, INC	56,971.50			
179755	06/12/2025	PRINTED	007512	EDDINGS ENTERPRISES, INC.	1,125.76			
179756	06/12/2025	PRINTED	007456	EDWINA S. HUNTER	50.00			
179757	06/12/2025	PRINTED	001744	ENTERPRISE FM TRUST INC	9,096.19			
179758	06/12/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	1,161.47			
179759	06/12/2025	PRINTED	000355	FERGUSON ENTERPRISES INC	1,634.05			
179760	06/12/2025	PRINTED	000221	FLEET PRIDE	55.46			
179761	06/12/2025	PRINTED	006940	FLORENCE FILTER CORPORATI	5,962.49			
179762	06/12/2025	PRINTED	003563	FUN EXPRESS LLC	128.51			
179763	06/12/2025	PRINTED	008312	GANAHL LUMBER COMPANY	6,021.73			
179764	06/12/2025	PRINTED	008095	GANDY GLASS CO., INC.	1,873.93			
179765	06/12/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	1,205.35			
179766	06/12/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	71.49			
179767	06/12/2025	PRINTED	008335	GOMEZ GROWERS INC.	1,087.67			
179768	06/12/2025	PRINTED	001293	WALTER GONZALEZ	50.00			
179769	06/12/2025	PRINTED	008352	GRAFFITI PROTECTIVE COATI	6,639.68			
179770	06/12/2025	PRINTED	000793	GRAINGER	7,874.70			
179771	06/12/2025	PRINTED	004317	GREGORY L ROSE	3,500.00			
179772	06/12/2025	PRINTED	007378	HERC RENTALS INC.	2,842.82			
179773	06/12/2025	PRINTED	000234	THE HOME DEPOT INC	22,592.62			
179774	06/12/2025	PRINTED	001210	HYGRADE PLANTING MIX	528.00			
179775	06/12/2025	PRINTED	007184	INTERNATIONAL CITY/COUNTY	200.00			
179776	06/12/2025	PRINTED	001798	CHINYERE IFEACHO	50.00			
179777	06/12/2025	PRINTED	006497	INSIGHT PUBLIC SECTOR	36,530.40			
179778	06/12/2025	PRINTED	008495	INTERINDUSTRY SOLUTIONS T	5,434.22			
179779	06/12/2025	PRINTED	007778	IRENE T. VIERNES	50.00			
179780	06/12/2025	PRINTED	008529	JAPANESE AUTO CENTER INC.	60.00			
179781	06/12/2025	PRINTED	004935	JACQUELINE JOHNSON	50.00			
179782	06/12/2025	PRINTED	007688	JOKER PARTY SUPPLY, INC.	420.86			
179783	06/12/2025	PRINTED	008614	JUNE ANNE B. DOCDOCIL	1,040.00			
179784	06/12/2025	PRINTED	007672	KELLY PAPER COMPANY	156.21			
179785	06/12/2025	PRINTED	007586	KENNETH C SARA	1,200.00			
179786	06/12/2025	PRINTED	007323	KISA ASHANTE HILLIARD	50.00			
179787	06/12/2025	PRINTED	008620	KOSMONT TRANSACTIONS SERV	3,697.20			
179788	06/12/2025	PRINTED	000923	DE ANTHONY LANGSTON	50.00			
179789	06/12/2025	PRINTED	006668	LOS ANGELES CONSERVATION	34,470.48			
179790	06/12/2025	PRINTED	000070	LOS ANGELES COUNTY DEPT O	26,718.44			
179791	06/12/2025	PRINTED	000032	VELOCITY TRUCK CENTERS	9,808.11			
179792	06/12/2025	PRINTED	000032	VELOCITY TRUCK CENTERS	1,450.42			
179793	06/12/2025	PRINTED	006884	LYFT, INC.	9,523.04			

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179794	06/12/2025	PRINTED	007248	MARIA'S GARDEN CENTER & L	589.53			
179795	06/12/2025	PRINTED	007973	MARIPOSA LANDSCAPES, INC	48,072.00			
179796	06/12/2025	PRINTED	000037	MAYFLOWER DISTRIBUTING CO	528.77			
179797	06/12/2025	PRINTED	008471	MBC ENTERPRISES INC.	110,288.82			
179798	06/12/2025	PRINTED	000669	MDG ASSOCIATES	1,030.50			
179799	06/12/2025	PRINTED	002703	MIXONE SOUND LLC	8,000.00			
179800	06/12/2025	PRINTED	000385	NATIONWIDE ENVIRONMENTAL	98,131.60			
179801	06/12/2025	PRINTED	001285	POWER WHOLESALE ELECTRIC	2,519.60			
179802	06/12/2025	PRINTED	000584	PSOMAS	2,021.25			
179803	06/12/2025	PRINTED	000520	R AND R INDUSTRIES INC	266.12			
179804	06/12/2025	PRINTED	001255	JESSICA RAMOS	50.00			
179805	06/12/2025	PRINTED	000588	REFRIGERATION SUPPLIES DI	1,166.95			
179806	06/12/2025	PRINTED	003304	REQUEST LINE MUSIC	700.00			
179807	06/12/2025	PRINTED	010000	CHARTER COMMUNICATIONS	600.00			
179808	06/12/2025	PRINTED	010000	EDMOND GROUP LLC	175.00			
179809	06/12/2025	PRINTED	010000	JESSICA HIDALGO	100.00			
179810	06/12/2025	PRINTED	010000	MARIA FLORY VERGARA	225.00			
179811	06/12/2025	PRINTED	010000	SPEC SERVICES, INC	8,040.00			
179812	06/12/2025	PRINTED	010000	STEVE WILLIAMS	64.19			
179813	06/12/2025	PRINTED	010000	TOP LADIES OF DISTINCTION	125.00			
179814	06/12/2025	PRINTED	000402	ROADLINE PRODUCTS INC USA	31,610.45			
179815	06/12/2025	PRINTED	000057	ROBERT MCELROY LLC	1,515.09			
179816	06/12/2025	PRINTED	001230	ROBERTSONS READY MIX CONC	11,987.60			
179817	06/12/2025	PRINTED	008578	ROTH STAFFING COMPANIES,	2,626.15			
179818	06/12/2025	PRINTED	001715	HARRIETT RUSS	50.00			
179819	06/12/2025	PRINTED	000419	RYDIN DECAL	1,704.23			
179820	06/12/2025	PRINTED	000120	S&S WORLDWIDE, INC	235.00			
179821	06/12/2025	PRINTED	000427	SAM'S CLUB DIRECT	257.39			
179822	06/12/2025	PRINTED	000124	SEPULVEDA BUILDING MATERI	2,543.43			
179823	06/12/2025	PRINTED	007281	SHANNON WAYNE LAWRENCE	50.00			
179824	06/12/2025	PRINTED	000170	SHERWIN WILLIAMS	2,908.76			
179825	06/12/2025	PRINTED	000170	SHERWIN WILLIAMS	4,108.01			
179826	06/12/2025	PRINTED	003609	SKYLINE SAFETY AND SUPPLY	3,089.10			
179827	06/12/2025	PRINTED	000191	SMARDAN SUPPLY	3,169.05			
179828	06/12/2025	PRINTED	000211	SMART AND FINAL IRIS	287.66			
179829	06/12/2025	PRINTED	003848	SO CAL CONSTRUCTION SERVI	58,140.00			
179830	06/12/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	26,708.14			
179831	06/12/2025	PRINTED	004417	SOCALGAS	486.39			
179832	06/12/2025	PRINTED	000189	SOUTH COAST AIR QUALITY M	170.94			
179833	06/12/2025	PRINTED	000718	STAPLES ADVANTAGE	2,857.29			
179834	06/12/2025	PRINTED	006249	STATE CONTROLLER	1,066.09			
179835	06/12/2025	PRINTED	000132	TARGET SPECIALTY PRODUCTS	5,005.15			
179836	06/12/2025	PRINTED	007780	TERESITA J. JUNIO	50.00			
179837	06/12/2025	PRINTED	008079	TERRACON CONSULTANTS, INC	26,377.07			
179838	06/12/2025	PRINTED	008536	TORO TENTS BANNERS & DISP	2,324.07			
179839	06/12/2025	PRINTED	008106	TOTUM CORP	81,512.50			
179840	06/12/2025	PRINTED	001318	TURBO DATA SYSTEMS INC	2,055.30			
179841	06/12/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	7,122.33			
179842	06/12/2025	PRINTED	000023	UNITED REFRIGERATION INC	606.64			
179843	06/12/2025	PRINTED	001249	VERIZON WIRELESS	350.22			
179844	06/12/2025	PRINTED	008455	VIRTUAL PROJECT MANAGER L	15,000.00			
179845	06/12/2025	PRINTED	005511	VULCAN MATERIALS CO.	1,604.48			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
179846	06/12/2025	PRINTED	001774	VV AND G CONSTRUCTION	29,418.30			
179847	06/12/2025	PRINTED	000562	THE WALKING MAN INC	3,400.00			
179848	06/12/2025	PRINTED	006220	WASTE RESOURCES, INC	831.29			
179849	06/12/2025	PRINTED	000302	WAXIE SANITARY SUPPLY	291.01			
179850	06/12/2025	PRINTED	003201	WTI WEATHERPROOFING TECHN	9,869.47			
179851	06/12/2025	PRINTED	001507	XTREME FITNESS	5,735.75			
179852	06/12/2025	PRINTED	006953	ZETCOR USA, INC	324.12			
179853	06/12/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	1,770.00			
179854	06/12/2025	PRINTED	007516	JOSEPH FAAVAE	7,500.00			
179855	06/17/2025	PRINTED	008021	ABRAHAM I GONZALEZ	10,822.14			
179856	06/17/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	26,123.67			
179857	06/17/2025	PRINTED	000042	ALIN PARTY SUPPLY CO	1,094.34			
179858	06/17/2025	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	138.00			
179859	06/17/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	9,625.66			
179860	06/17/2025	PRINTED	006675	AMERICAN TRANSPORTATION S	1,805.14			
179861	06/17/2025	PRINTED	000974	AT & T ALARM CIRCUITS	252.32			
179862	06/17/2025	PRINTED	001078	AT & T LONG DISTANCE	72.81			
179863	06/17/2025	PRINTED	004410	B D WHITE TOP SOIL CO INC	328.74			
179864	06/17/2025	PRINTED	000697	BIG ANDYS TROPHIES AND PL	5,480.53			
179865	06/17/2025	PRINTED	008113	BIRD BARRIER AMERICA INC	6,895.37			
179866	06/17/2025	PRINTED	001438	BLUE DIAMOND MATERIALS	342.89			
179867	06/17/2025	PRINTED	007365	BLUETRITON BRANDS, INC.	679.93			
179868	06/17/2025	PRINTED	006273	BOA ARCHITECTURE	13,290.00			
179869	06/17/2025	PRINTED	001627	BSN SPORTS LLC	799.55			
179870	06/17/2025	PRINTED	000167	CALIFORNIA PRO SPORTS	3,248.15			
179871	06/17/2025	PRINTED	000405	CALPERS	1,185.75			
179872	06/17/2025	PRINTED	008411	CALTEC CORP	92,352.11			
179873	06/17/2025	PRINTED	000140	CARL WARREN AND CO	10,491.00			
179874	06/17/2025	PRINTED	008513	CINTAS CORPORATION NO. 2	1,655.89			
179875	06/17/2025	PRINTED	008584	CLOUD DRIVEN SOLUTIONS, I	3,000.00			
179876	06/17/2025	PRINTED	007159	CORODATA SHREDDING, INC.	61.95			
179877	06/17/2025	PRINTED	001629	CORTEZ GRAPHICS	359.13			
179878	06/17/2025	PRINTED	000127	DAILY BREEZE NEWSPAPER	888.44			
179879	06/17/2025	PRINTED	000268	DAILY JOURNAL CORP	123.25			
179880	06/17/2025	PRINTED	007176	DAVEY COACH SALES INC.	2,745.09			
179881	06/17/2025	PRINTED	001174	DEPARTMENT OF TOXIC SUBTA	4,295.51			
179882	06/17/2025	PRINTED	007891	DIRECT LIGHTING MANUFACTU	12,000.00			
179883	06/17/2025	PRINTED	000399	DUNN EDWARDS PAINT CO	2,192.75			
179884	06/17/2025	PRINTED	000394	EARLY CHILDHOOD	49.66			
179885	06/17/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	239.87			
179886	06/17/2025	PRINTED	000355	FERGUSON ENTERPRISES INC	104.65			
179887	06/17/2025	PRINTED	000221	FLEET PRIDE	1,457.48			
179888	06/17/2025	PRINTED	004437	GALLS LLC	2,457.46			
179889	06/17/2025	PRINTED	006085	GARCIA, MARIA DE JESUS	163.99			
179890	06/17/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	14,386.69			
179891	06/17/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	525.86			
179892	06/17/2025	PRINTED	000793	GRAINGER	11,039.44			
179893	06/17/2025	PRINTED	005525	GREENBERG TRAURIG LLP	23,052.50			
179894	06/17/2025	PRINTED	000234	THE HOME DEPOT INC	1,444.22			
179895	06/17/2025	PRINTED	007655	IDS GROUP, INC	3,550.00			
179896	06/17/2025	PRINTED	007675	HERITAGE LANDSCAPE SUPPLY	611.85			
179897	06/17/2025	PRINTED	006292	JAMES NGUYEN	122.93			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

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179898	06/17/2025	PRINTED	000152	JERRYS CLEANERS	236.00			
179899	06/17/2025	PRINTED	007829	JOHNSON CONTROLS	54,653.40			
179900	06/17/2025	PRINTED	000663	LANGUAGE NETWORK	3,419.81			
179901	06/17/2025	PRINTED	006668	LOS ANGELES CONSERVATION	32,903.64			
179902	06/17/2025	PRINTED	000074	LOS ANGELES COUNTY SHERIF	116,312.26			
179903	06/17/2025	PRINTED	006494	FELICIA MARTIN	69.50			
179904	06/17/2025	PRINTED	007964	MOUR GROUP ENGINEERING +	345.00			
179905	06/17/2025	PRINTED	008358	NTH GENERATION COMPUTING,	15,100.00			
179906	06/17/2025	PRINTED	004084	RE SOLUTIONS	138,844.00			
179907	06/17/2025	PRINTED	010000	LANCE KNAPP	3,395.00			
179908	06/17/2025	PRINTED	001230	ROBERTSONS READY MIX CONC	1,004.59			
179909	06/17/2025	PRINTED	000120	S&S WORLDWIDE, INC	584.18			
179910	06/17/2025	PRINTED	007851	SAMI'S REFEREES LLC	5,785.00			
179911	06/17/2025	PRINTED	000427	SAM'S CLUB DIRECT	549.73			
179912	06/17/2025	PRINTED	000211	SMART AND FINAL IRIS	421.80			
179913	06/17/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	88,125.92			
179914	06/17/2025	PRINTED	000718	STAPLES ADVANTAGE	9,521.27			
179915	06/17/2025	PRINTED	008368	THE TRADES GROUP	225.00			
179916	06/17/2025	PRINTED	000035	TURF STAR INC	2,752.19			
179917	06/17/2025	PRINTED	004017	TYLER TECHNOLOGIES	8,119.23			
179918	06/17/2025	PRINTED	008552	VALLEY ATHLETIC FIELD SOL	2,212.63			
179919	06/17/2025	PRINTED	000544	ZEP MANUFACTURING CO	1,173.82			
179920	06/18/2025	PRINTED	001106	A Z BUS SALES INC	314,231.53			
179921	06/18/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	31,881.00			
179922	06/18/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	197.18			
179923	06/18/2025	PRINTED	000974	AT & T ALARM CIRCUITS	96.10			
179924	06/18/2025	PRINTED	001001	AT&T PHONE	9,593.48			
179925	06/18/2025	PRINTED	007541	B&B DISCOUNT POOL & SPA S	269.39			
179926	06/18/2025	PRINTED	001435	ROBERT BOYD	50.00			
179927	06/18/2025	PRINTED	001762	ROGER BRANCH JR	50.00			
179928	06/18/2025	PRINTED	001489	CHOURA VENUE SERVICES	1,081.28			
179929	06/18/2025	PRINTED	008082	CLIMATEC LLC	9,731.02			
179930	06/18/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	1,343.88			
179931	06/18/2025	PRINTED	008416	CORKY'S PEST CONTROL INC.	3,855.00			
179932	06/18/2025	PRINTED	001080	COUNTY OF LOS ANGELES DEP	3,846.00			
179933	06/18/2025	PRINTED	006956	DOCUSIGN, INC	13,741.66			
179934	06/18/2025	PRINTED	006876	DONALD A. SPRAGUE	2,921.00			
179935	06/18/2025	PRINTED	008107	FCG CONSULTANTS INC	1,907.68			
179936	06/18/2025	PRINTED	008132	HASA INC	3,016.48			
179937	06/18/2025	PRINTED	000234	THE HOME DEPOT INC	2,132.02			
179938	06/18/2025	PRINTED	007514	JASON PEREIRA	2,500.00			
179939	06/18/2025	PRINTED	007688	JOKER PARTY SUPPLY, INC.	417.66			
179940	06/18/2025	PRINTED	004435	LINCOLN AQUATICS	8,095.82			
179941	06/18/2025	PRINTED	008639	LIZETTE ESPERICUETA ARRIO	495.00			
179942	06/18/2025	PRINTED	001732	MANHATTAN STITCHING CO IN	793.80			
179943	06/18/2025	PRINTED	004361	METROPOLITAN TRANSPORTATI	3,500.00			
179944	06/18/2025	PRINTED	007964	MOUR GROUP ENGINEERING +	8,429.50			
179945	06/18/2025	PRINTED	007779	NEMIE P. MOSEQUERA	50.00			
179946	06/18/2025	PRINTED	006051	ORANGE COUNTY NAMEPLATE C	9,089.61			
179947	06/18/2025	PRINTED	003829	REGIONAL TAP SERVICE CENT	12.00			
179948	06/18/2025	PRINTED	010000	CHARTER SPECTRUM	120.00			
179949	06/18/2025	PRINTED	000211	SMART AND FINAL IRIS	753.44			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
179950	06/18/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	24,930.04			
179951	06/18/2025	PRINTED	008152	SO CAL EQUIPMENT REPAIR,	5,929.14			
179952	06/18/2025	PRINTED	004977	CHARTER COMMUNICATION	1,712.83			
179953	06/18/2025	PRINTED	000718	STAPLES ADVANTAGE	2,418.73			
179954	06/18/2025	PRINTED	001115	STEAMX LLC	321.67			
179955	06/18/2025	PRINTED	006654	SWANK MOTION PICTURES INC	510.00			
179956	06/18/2025	PRINTED	007705	TRANSTECH ENGINEERS, INC.	11,583.00			
179957	06/18/2025	PRINTED	006980	TRIPEPI, SMITH & ASSOCIAT	876.75			
179958	06/18/2025	PRINTED	006769	CITY MANAGER	4,309.90			
179959	06/18/2025	PRINTED	008517	VITAL RECORDS CONTROL	1,144.55			
	374 CHECKS			CASH ACCOUNT TOTAL	4,235,155.11	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
374 CHECKS	FINAL TOTAL	4,235,155.11	.00

** END OF REPORT - Generated by Breana Brown **

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 284-99-999-999-1032- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1295	06/05/2025	PRINTED	007451	EXP US SERVICES INC	8,875.00			
1296	06/12/2025	PRINTED	007451	EXP US SERVICES INC	3,250.00			
		2 CHECKS		CASH ACCOUNT TOTAL	12,125.00	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
2 CHECKS	FINAL TOTAL	12,125.00	.00

** END OF REPORT - Generated by Breana Brown **

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, July 1, 2025, 5:00 PM

CONSENT 14.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

Subject: CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)

I. SUMMARY

This report provides an informational update to the City Council on the recent activities of City Commissions.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and that is consistent with applicable laws.

IV. BACKGROUND

Updates on recent and planned Commission activities are included below.

Economic Development Commission

The June 2025 meeting of the Economic Development Commission was cancelled.

Environmental Commission

On June 4, 2025, the Environmental Commission (EC) met to receive updates on the City's ongoing Planning efforts. McKina Alexander, Acting Planning Manager, attended the meeting to introduce herself and provide a brief overview of her presentation for the next Commission meeting. Staff also informed the Commission about Chevron's weekly refinery safety alarm testing, which takes place every Wednesday at 10:00 a.m., and mentioned an upcoming presentation from the Torrance Refinery Action Alliance. The next EC meeting is scheduled for Wednesday, August 6, 2025, at 6:30 p.m. at City Hall.

Public Works Commission

The Public Works Commission failed to achieve a quorum on June 9th and will resume in July.

Human Relations Commission

On June 18, 2025, the Human Relations Commission successfully held their regular monthly meeting. The Commissioners went over some preliminary planning items for the Rising Stars Conference. They also updated progress of and discussed other action items for The Food Pantry Ad Hoc Committee and were collecting more for June drop-off at the conclusion of their meeting. They will reconvene in August 20, 2025 for their monthly regular meeting.

Parks, Recreation, and Cultural Arts Commission

The Parks, Recreation, and Cultural Arts Commission (PRCAC) convened on Thursday, May 29, 2025. The Commission discussed a variety of topics including a policy on first aid kits at Youth Sports games, discounted Veterans Sports Complex pricing for Veterans, and the tree planting for the late Commissioner Oscar Ramos.

The department confirmed that as of the meeting, all parks will be required to have a first aid kit on hand at the games, in case a child is injured. While this will not be made a city-wide policy, it will become standard procedure for the Community Services/Recreation/Park Maintenance department immediately. As the department oversees all Youth Sports games, this rule will ensure that all children are covered and can receive prompt treatment for minor injuries during any game.

Veterans currently receive a 10% discount for membership fees at the Veterans Sports Complex. One of the commissioners suggested that all fees be waived for Veterans. The Director explained that it is likely not feasible, as it could be considered a gift of public funds. However, the department agreed to research what other cities are doing to support their veteran populations and proceed from there. The item will remain on the agenda for continued discussion at a future meeting.

To honor the late Commissioner Oscar Ramos, the Community Services, Recreation, and Park Maintenance Department planned a commemorative tree planting during the Philippine Independence Day Celebration. A plaque will also be installed at the site in his memory. Commissioner Ramos was a dedicated volunteer who devoted countless hours to the City of Carson and played an integral role in serving the community.

The next meeting will be held on June 26, 2025, at Stevenson Park. This meeting will allow resident from the area to join the commission and staff and raise any concerns or suggestions they may have.

Planning Commission

See attachment included as Exhibit 1.

Public Relations Commission

The Public Relations Commission met today and voted for a new chair and vice chair. The July 22 and August 26 meetings are dark. We have adjourned until September 23, 2025.

Public Safety Commission

The Public Safety Commission went dark the month of June due to the meeting date falling on the holiday of Juneteenth. The next scheduled meeting is for Thursday, July 17.

Senior Citizens Advisory Commission

See attachment included as Exhibit 2.

Veterans Affairs Commission

The Veterans Affairs Commission met on Monday, June 16, and discussed several key topics, including the draft flag policy, the VSO proposal, feedback and takeaways from the recent Memorial Day Tribute, and veterans' pricing for local fitness centers. Additionally, the Memorial Day Tribute Subcommittee reflected on their efforts and celebrated the success of the event. A new Veterans Day Subcommittee was also established to begin planning for this year's event. The commission continues to provide input on flag protocols and maintenance concerns within their respective assigned parks.

Women's Issues Commission

In June, the Women's Issues Commission finalized the design and content for their upcoming community survey and outreach flyer, which will help assess the current needs of women in the City of Carson. The group also engaged in a thoughtful discussion about potential projects for 2025, while beginning to shape early ideas for 2026 initiatives. These ongoing planning efforts reflect the Commission's long-term commitment to empowering women and addressing issues that impact their well-being across all stages of life.

Youth Commission

The Youth Commission did not meet due to lack of quorum.

V. FISCAL IMPACT

There is no direct fiscal impact associated with this report.

VI. EXHIBITS

1. Planning Commission

2.Senior Citizens Advisory Commission

Attachments

Planning Commission Update

Senior Citizens Advisory Commission Update

Planning Commission
Report April - June 2025

Planning Commission April 2025

1. Tentative Tract Map (TTM) No. 84347
   Applicant: Douglas Maupin, Maupin Development
   Address: 438 W. Carson Street
   Request: To construct a 51-unit multi-family condominium development at on a 1.2-acre site.
   Action: Continue to May 13, 2025

Planning Commission May 2025

2. Tentative Tract Map (TTM) No. 84347
   Applicant: Douglas Maupin, Maupin Development
   Address: 438 W. Carson Street
   Request: To construct a 51-unit multi-family condominium development at on a 1.2-acre site.
   Action: Continue to a future date

3. Design Overlay Review (DOR) No. 1747-18, Conditional Use Permit (CUP) No. 1076-18
   Applicant: Max Netty/ Richard Finkel
   Address: 17455 S. Central Avenue
   Request: A request for approval of a Site Plan and Design Review (DOR) and a Conditional Use Permit (CUP) to develop a new drive through car wash and related site improvements at a 2.5-acre property that currently contains a Chevron gas station and McDonald's.
   Action: Approved

4. Minor Conditional Use Permit (mCUP No. 04-25) – Small Social Service Center
   Applicant: A Better Tomorrow Services
   Address: 20630 S. Leapwood Avenue, 300F
   Request: A request to utilize 1,629 square feet of existing space as a social service center.
   Action: Approved

5. Public Hearing for Consideration of a Recommendation to City Council Regarding Zoning Text Amendment (ZCC 02-25)
   Applicant: City of Carson
   Address: Citywide
   Request: Consideration of recommending that the City Council make a finding of applicability of CEQA Guidelines Section 15061(b)(3) and approve amendments to the Carson Zoning Ordinance amending Sections 9211.3 (Development Regulations), and 9211.4, (Supplemental Regulations) of Division 1 (Residential Districts), and Sections 9212.3 (Development Regulations), and 9212.4 (Supplemental Regulations) of Division 2 (Mixed-Use Districts) of Part 2 (Base, Overlay and Special

Districts) of the New Carson Zoning Code (Chapter 1 [Zoning] of Article IX [Planning And Zoning] of the Carson Municipal Code), to make various modifications to ensure compliance with the State Housing Element law, including Government Code Sections 65583(c)(1) and 65583.2(h)-(i), and consistency with the City's 2021-2029 Housing Element.

Action: Approved

6. Zone Text Amendment (ZCC No. 04-25) to update and clarify on-site, business signage-related code sections

Applicant: City of Carson

Address: Citywide

Request: To consider a recommendation of approval to the City of Carson City Council regarding adoption of a Zone Text Amendment (ZTA) to the Carson Municipal Code (CMC), an ordinance amending Sections 9136.7 (Business Signs – Commercial) of Part 3 and 9146.7 (Business Signs – Industrial) of Part 4, Section 9190 (Definitions) of Part 9, and Sections 9167.1 (Signs) and Section 9167.3 (Prohibited Signs) of Part 6 (General Development Standards) of the Carson Zoning Code (Chapter 1 [Zoning] of Article IX [Planning And Zoning] of the Carson Municipal Code to update and clarify on-site, business signage-related code sections.

Action: Continued to June 24, 2025

Planning Commission June 2025

1. Tentative Parcel Map (TPM) Case No. 02-24 for TPM 84421

Applicant: Link Logistics Real Estate

Address: 100 W. Alondra Blvd. (112 W. Alondra Blvd. and 219 W. Gardena Blvd.)

Request: A request for approval of a Tentative Parcel Map (TPM) to subdivide a 592,546 sq. ft. parcel into two legal parcels.

Action: Approved

2. Public Hearing for Consideration of a Recommendation to City Council Regarding Zoning Text Amendment (ZCC 04-25)

Applicant: City of Carson

Address: Citywide

Request: Consideration of a Resolution recommending that the City Council make a finding of applicability of CEQA Guidelines Section 15061(b)(3) and approve various amendments to the text of the City's Zoning Ordinance related to the Community Development Director approval authority and requirements and City Council review procedures.

Action: Approved

3. Zone Text Amendment (ZCC No. 03-25) to update and clarify on-site, business signage-related code sections

Applicant: City of Carson

Address: Citywide

Request: To consider a recommendation of approval to the City of Carson City Council

regarding adoption of a Zone Text Amendment (ZTA) to the Carson Municipal Code (CMC), an ordinance amending Sections 9136.7 (Business Signs – Commercial) of Part 3 and 9146.7 (Business Signs – Industrial) of Part 4, Section 9190 (Definitions) of Part 9, and Sections 9167.1 (Signs) and Section 9167.3 (Prohibited Signs) of Part 6 (General Development Standards) of the Carson Zoning Code (Chapter 1 [Zoning] of Article IX [Planning And Zoning] of the Carson Municipal Code to update and clarify on-site, business signage-related code sections.

Action: Continue to July 8, 2025

Senior Citizens Advisory Commission
Meeting Updates – June 2025

The Senior Citizen Advisory Commission met on Monday, 6/9/25, in the Carson Event Center East Wing Lounge. The meeting began with confirmation of quorum, followed by the Pledge of Allegiance, roll call, approval of the 6/9/25 agenda, and minutes from 5/12/25. Votes were recorded and noted.

INTRODUCTIONS / PRESENTATIONS

Aurelia Mascorro – Transportation Department

In her presentation, Ms. Mascorro provided the commission with details regarding the City of Carson's Dial-A-Ride program. She also provided information regarding satellite destinations, route fares and hours, Long Beach Transit service in the City of Carson, city-subsidized Lyft rides, and transportation excursions with the Carson Event Center as the starting and ending point for all trips.

WRITTEN COMMUNICATIONS AND REPORTS

Staff members shared details about ongoing Carson programs and events.

PUBLIC ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA

Three visitors addressed the commission to voice their concerns regarding the Aquatic Aerobics class at the Hemingway Pool.

CONCLUSION

Following oral communications by the commission and staff, a vote was cast to adjourn the meeting at 5:04 pm and carried unanimously. The next Senior Advisory Commission meeting is scheduled for Monday, July 14, 2025, at 4:00 pm at the Carson Event Center.

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, July 1, 2025, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

Subject: CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)

I. SUMMARY

This report transmits a monthly ongoing informational update to the City Council, at Mayor Davis-Holmes' request, regarding various City projects that are underway or will begin soon. Detailed updates on projects are provided in the following City function areas: Community Development Department (Exhibit 1), Public Works Department (Exhibit 2), Information Technology Department (Exhibit 3), and the Public Safety Department within the City Manager's Office (Exhibit 4)

Ongoing updates will be provided to the City Council as these and other projects continue to develop.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and that is consistent with applicable laws.

IV. BACKGROUND

The projects included in this report are meant to provide an update on current projects underway and those that will begin soon.

V. FISCAL IMPACT

The purpose of this item is to provide information only and there is no direct fiscal impact associated with this staff report. Most of the projects included within this report have fiscal impacts and these expenditures have either already been approved by the City Council or will be presented to the City Council for approval once ready and as needed. Any item that staff identifies as needing additional or new funding beyond the budgets that were previously approved by the City Council will be addressed separately from this report.

VI. EXHIBITS

1. Community Development Projects
2. Public Works Projects
3. Information Technology and Security Projects
4. Emergency Management and Public Safety Projects

Attachments

Community Development Projects
Public Works Projects
Emergency Management and Public Safety Projects
Information Technology and Security Projects

COMMUNITY DEVELOPMENT
PROJECT STATUS REPORT
June 3, 2025

CITY COUNCIL

	Name	Description	Status
1	Envision Carson	21207 S. Avalon Blvd. Existing: 27.31 acres. Proposed: 1,115 residential dwelling units (consisting of 351 townhomes, 764 apartments), 10,000 square feet of restaurant area, and 111,581 square feet of publicly accessible but privately maintained open space	Approved. Groundbreaking ceremony held on March 17, 2025
2	Kott property at Avalon and 213th St. Carson Triangle	21140 S. Avalon Blvd. Existing: automobile dealerships and vehicle storage. Proposed: 315-unit residential project including 283 townhomes and 32 very low-income affordable rental units on 14 acres. No proposal has been received on the remaining parcels	Approved
3	The District Specific Plan Amendment Carson Goose Owner LLC Cells 3, 4 and 5.	Existing: Former landfill. Proposed: Cells 3, 4 and 5 will contain 1,567,090 square feet of light industrial development including 75,000 square feet of office space and approximately 12 acres of publicly accessible but privately owned and maintained open space community amenity areas and 10,000 square feet of commercial/retail uses, 12,600 square feet of restaurants	In Plan Check
4	Kim Family Trust	21240-21250 Main St. Existing: Vacant lot. Proposed: 19-unit market rate apartment consisting of two separate three-story buildings with at grade parking	Under Construction
5	Golden State Alliance, LLC	138 W. 223rd St. Existing: Single Family Residence. Proposed: Ten (10) attached condominiums consisting of two separate buildings with all market rate units, at grade 2 car garages, guest parking and private driveway	Under Review. Pending applicant re-submittal
6	Chevron	17453-17455 Central Ave. Existing: Chevron service station with McDonald's restaurant. Proposed: Add a new self-service car wash	Approved by Planning Commission
7	21611 Perry Street LLC	21611 S. Perry St. Existing: Vacant lot. Proposed: Self storage facility comprised of approximately 120,000 SF in a mix of one and two-story buildings and a 5,000 SF retail component. New application submitted requesting 62 residential condominium units	Approved. Residential application for 62 units was approved by Planning Commission and City Council
8	Carson Main Street LLC	20601 S. Main St. Existing: Vacant lot (formerly KL Fenix). Proposed: Three industrial buildings comprised of approximately 256,000 square feet including 137,000 square feet of warehouse, 92,000 square feet of manufacturing, 23,000 square feet of office, and 4,000 square-foot retail pad with 419	Approved. Pending plan check submittal

	Name	Description	Status
		parking spaces, 18 dock doors, 6 at grade doors, and 3 trailer stalls	
9	Watson Land	2277 E. 220th St. Existing: two-story office buildings. Proposed: One 58,937 SF industrial building with 73 parking spaces and 12 dock doors. Development Agreement requesting increase in FAR from 0.4 to 0.5	Under Review
10	Prologis	24760 Main St., Permit trucking activities (existing building) within 100 feet from residential properties	Approved by Planning Commission. In Plan Check
11	LiT 9th St. 223rd Carson LP	2104 E. 223rd St. Existing: Former Poly One Corporation facility. Proposed: one industrial building comprised of approximately 130,000 square feet including 124,324 square feet of warehouse, 5,000 square feet of office, 5,000 square feet of mezzanine with 122 parking stalls and 15 dock doors	Under Construction
12	BSREP III Dominguez, LLC	2001 E. Dominguez St. Existing: Western Tube & Conduit Corporation. Proposed: one industrial building comprised of approximately 424,000 square feet including 408,990 square feet of warehouse, 15,000 square feet of office with 283 parking stalls, 136 trailer parking stalls and 68 dock doors	Under Construction
13	City of Carson	Prohibition of storage of hazardous materials	Under Review, New buildings in industrial zone over 5,000 square feet requiring a CUP is scheduled for April 5th City Council meeting, continued off calendar by City Council Subcommittee has met with the business community and has obtained their input Approved by City Council. Staff has notified over 2,000 business that maybe effected by the ordinance that requires submittal of an application for Director's Permit. Staff has received applications from businesses. Next step is to issue an RFP to hire an inspection consultant. RFP prep complete, staff working with City Attorney's office
14	California Water Service Group	21718 S. Alameda St. California Water has completed construction of a new groundwater production well to provided potable water to the public. Water quality of a new well has been established and has provided design parameters for the future onsite	In Plan Check. Revisions submitted

	Name	Description	Status
		improvements. A new building will be used to house the well appurtenances, electrical, controls and pumping equipment. The preliminary building will be approximately 1,000 square feet	
15	City of Carson	Carson 2040 General Plan Update, the Housing Element update will be presented to the Planning Commission in January and to the City Council in February to meet the state mandated deadlines	HCD informed the City the adopted housing element meets the statutory requirements of State Housing Element Law. However, the housing element cannot be found in full compliance until the City has completed necessary rezones to address the shortfall of sites to accommodate the Regional Housing Needs Allocation (RHNA). Staff has been working with HCD to make necessary revisions to the City's zoning code to obtain the Housing Element certification. A zoning code amendment is scheduled for Planning Commission's consideration May 13, 2025 and followed by City Council consideration in June. The implementation of the General Plan and the Housing Element are ongoing
16	Avocet Battery	23320 Alameda. Existing: Aggregate recycling center. Proposed: A 200-megawatt Battery Energy Storage system on an approximately seven-acre site that will help augment Edison during power shortages	Approved. In Plan Check.
17	Ormat for VESI	18800 Broadway. Existing: Industrial/topsoil supplier operation. Proposed: A 100-megawatt Battery Energy Storage system on an approximately three-acre site that will help augment Edison during power shortages	Under Review
18	Chris Barker	605 W. 228th St. Proposed closure of existing Ocean Villa mobile home park	PAR considered withdrawn (inactive)
19	Carson TH	18101 Avalon Blvd. Existing: Religious institution. Proposed: A 30-unit condominium development	Under Review
20	City of Carson	Continued the development of the Carson Enhanced Infrastructure Financing District (EIFD)	The EIFD Board approved its FY 24-25 budget including authorizing $300,000 for Victoria Golf Course predevelopment studies and plans.
21	City of Carson	Short Term Rentals	A subcommittee meeting was held, and Subcommittee provided direction to staff. City Attorney's office will be drafting the ordinance

	Name	Description	Status
22	Maupin Development	215 W. Carson Street. Existing: 64,500 SF (4 lots), comprised of 3 single-family homes, storage sheds and an unpaved empty lot. Proposed: 35 Townhomes – two floors over parking; 29 units/3 bedrooms; 6 units/2 bedrooms with common and private open space	Approved; applicant working with Engineering to schedule Final Map to CC
23	Anastasi Development	336 E. Carson Street. Existing: 90,000 SF (lot), formerly a collection of automotive repair businesses within two multi-tenant buildings measuring a total of 40,000 SF. Proposed: 50 Townhomes – two floors over parking; all 3 bedrooms/2 baths with common and private opens space	Approved; applicant working with Engineering to schedule Final Map to CC
24	City of Carson	Commercial Façade Program for retail centers Citywide	Six Funding Agreements were approved in May 2024. Notable updates: • MBC Travel - New sign installation is complete. • Victoria Park Plaza - Structural plans for CJ Wings approved by Building & Safety. Architectural design for plaza is completed. • 302 E. Carson St – Planning application is received and under review
25	City of Carson	Commercial Facade Improvement for corridor on East Carson between Harbor View and Santa Fe Avenue	Architect has completed renderings for the corridor. Staff will initiate community outreach and will make a budget request to fully fund the project at a future City Council meeting.
26	Trophy VPC, LLC	Mural installation at FAB Automotive	Approved by Planning Commission, Appealed by Councilmember Dear tentatively scheduled for October 18th. City Council approved Mural #2 and requested staff to process a comprehensive sign code amendment
27	Infinity CF, LLC	23820 Avalon Blvd. Existing: Former Scottsdale Discount Center building. Proposed: Two lot subdivision with a proposed Starbucks on one parcel and a carwash on the other	Starbucks constructed, carwash under construction
28	PAR 1675-22	21135 ½ Bolsa, Eight (individual) single-family residences (SFR) each with a detached accessory dwelling unit (ADU)	Pre-application Review is complete. Comment letter including all routing and planning comments was sent to the applicant on 8/8/24.

	Name	Description	Status
29	Vinfast	2009 East 223rd St. Vinfast electric car showroom, service center, and car storage for delivery to customers	Will be vacating the site (business decision) Vinfast has submitted a letter to the City stating they will be vacating the site by end of June 2025.
30	SyWest	20100 Figueroa St. Specific Plan, General Plan Amendment, Development Agreement, DOR for development of a big box user and associated retail	Under Review The preparation of the Specific Plan and technical studies for the DEIR are underway.
31	Brownfield Grants Awarded	Since 2022, City has been awarded five ECRG grants for $1,426,000 and plus an EPA grant for $500,000. Implementation is underway	CSUDH / City kicked off the required community engagement efforts to tackle city-wide brownfield redevelopment and promote environmental health. Sites being environmentally assessed for redevelopment readiness: • Carson Housing Authority (526 W. Carson / 21704 S. Figueroa) - submitted Phase II ESA Workplan for DTSC approval. Approval anticipated to be received within the next few days. • SyWest site - DTSC provided final approval of the Supplemental Site Investigation Workplan on 3/24. Field work to commence shortly.
32	Brownfields (Grants Submitted)	Submitted one federal EPA grant application for $1 million to establish a city-wide revolving loan fund (RLF) program	Awaiting results for the US EPA.
33	Brownfields (Grants Under Review)	EPA Thriving Community Grant Makers Program: US EPA brownfields job training grant to assist workers impacted closing refineries transition to green jobs	Kickoff meeting with Southbay Workforce Investment Board (SBWIB) held 1/29 to start on the EPA brownfields job training grant application. Staff will be submitting applications under the Thriving Grant Makers Program for future projects.
34	Real Property (Acquisition Grant)	Successfully was awarded $1.43 Million from LA County Regional Park and Open Space District (RPOSD)	Staff is in discussion with the property owner to discuss next steps in the acquisition process
35	Arris Studio Architects	888 E. Dominguez St. Existing: Vacant restaurant. Proposed: Marriot TownePlace Suites Hotel and new bar/lounge, (111 key)	In Plan Check; Tentative Parcel Map pending submittal
36	Target	20700 Avalon Blvd. Drive-up spaces	Approved, awaiting plan check submittal.
37	Air Products	23300 Alameda St. Hydrogen Pipeline	Approved

	Name	Description	Status
38	Birch Specific Plan	21809-21811 S. Figueroa St. Existing: Residential structures. Proposed: 4-story, 32-unit condominium development with public seating & public art	Partially constructed and going through ownership change. Construction expected to restart mid-2025
39	Argo Warehouse	439 W. Gardena Blvd. Existing: Vacant lot. Proposed: New 3,754 SF warehouse	Under Construction
40	Mobile Mini	22632 S. Alameda St. Construction of a cargo container storage facility that will consist of three modular office units and a maintenance canopy structure on a 14-acre site	Approved, awaiting Landscaping Plans to finalize conditions of approval.
41	City of Carson	Phase 1 Comprehensive Zoning Code Update to implement the General Plan. **NOTE:** Phase 1 excludes the non-residential portions of the code which will be prepared and presented later as Phase 2	Approved by Planning Commission and City Council
42	City of Carson	Phase 2 Comprehensive Zoning Code Update to implement the General Plan. **NOTE:** Phase 2 includes non-residential portions of the code	Under Review
43	Air Products	23000 Alameda St. Existing: Industrial gas supplier. Proposed: Construct a new 2,626 SF modular bldg. with parking lot at the existing facility	Approved, In Plan Check
44	Live Wire EV dealership	20507 Belshaw Ave. EV Motorcycle Dealership (Live Wire)	Approved, operating
45	Petroleum Tanks	2365 E. Sepulveda Blvd. Installation of two petroleum tanks at an existing tank farm. Capacity increasing from 22 to 24 storage tanks	Under Construction
46	AT&T Monopine Foisia Park	23410 Catskill Ave. Wireless Communication antenna	Under Review
47	Hyundai Dealership	2201 E. 223rd St. Existing: Car dealership. Proposed: New Service Building	Under Construction
48	Grace Orthodox Presbyterian Church	22511 Figueroa, A request for approval of a Tentative Parcel Map to subdivide a 1.59-acre parcel into two parcels	Under Review - approved
49	South Bay Fleet Specialist	17126 S. Broadway St. Conditional Use Permit to operate an auto body and paint shop including a paint spray booth located inside the existing building.	Approved. Awaiting Applicant response
50	ASPCA Animal Clinic	16300 Figueroa St. Existing: Vacant occupancy. Proposed: Animal Clinic development on an industrial site	Under Construction
51	PowerPlay Pickleball	19401 S. Main St. Existing: Industrial building. Proposed: Redevelop site with a pickleball facility. This is a three-phased project. Interior tenant improvement: Indoor court and commercial areas	Phase 1: Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast

	Name	Description	Status
		(Phase 1), clubhouse (Phase 2) and outdoor courts (Phases 3). Commercial (10,264 SF) and court area (30,663 SF) Phase 1: Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast studio, athlete recovery rooms, and seating area for juice bar portion Status: Under construction Phase 2: 6,878 SF Clubhouse includes a restaurant Status: Approved Phase 3: Twenty-one (21) Outdoor Courts Status: Under Review	studio, athlete recovery rooms, and seating area for juice bar portion Status: Under Construction A temporary certificate of occupancy (TCO) was issued while awaiting completion of the second-floor space. Phase 2: 6,878 SF Clubhouse includes a restaurant has been approved by Planning for obtaining permits. Phase 3: Twenty-one (21) Outdoor Courts Status: Under Review
52	16325 -16407 S MAIN ST	Renovate an existing 159,373 SF industrial building on a 5.88-acre site including removing approx. 6,503 SF of existing office/mezzanine/warehouse space, exterior building facade improvement, interior tenant improvement and site and landscaping improvements. After renovation the new building footprint will reduced to approx.138,616 SF. The project also includes a lot line adjustment of the parcels	Approved
53	KB Home	427 E. 220th St. Willow (formerly Cambria Ct.) Existing: Residential structures. Proposed: 35-unit condominiums designed as 2-story detached homes	Under Construction
54	22511 Figueroa St.	Specific Plan, DOR, Zone Change for 28-unit residential apartment development on a .69-acre lot	Under Review. Resubmittal pending
55	Carson Companies	Northwest corner of University Dr. and Central Ave. Existing: Vacant site. Proposal: 5-acre retail center development with approx. 29,000 square feet of retail shops, 11,300 square feet of restaurant space, 25,500 square foot Boys and Girls Club	Under Review
56	City of Carson	Proposed amendment allowing administrative approval of tract and parcel maps for condominium purposes (Subdivision Ordinance)	Presented to the Planning Commission (PC) 2/25/25, PC approved recommendation for City Council adoption, Continued by City Council. On June 17, 2025, Ordinance Second Reading approved by City Council
57	Shippers	1150 E. Sepulveda Blvd. Existing: 20AC lot in the Manufacturing Heavy, GP Heavy Industrial zone. Proposed: Request approval for a conditional use permit for truck parking, cargo container storage	Under Review

	Name	Description	Status
		yard, installation of (4) modular enclosures with 5 standard vehicle parking spaces	
59	City of Carson	General Plan Amendment to request Safety Element Update in order recognizing the City of Carson Local Hazard Mitigation Plan as approved by the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) and to amend the safety element of the general plan to incorporate the city's 2024 Local Hazard Mitigation Plan in accordance with Assembly Bill 2140	On March 25, 2025, approved by the Planning Commission; and approved by the Council on April 1, 2025. On June 17, 2025, the related GPA was continued by the Council to September 2, 2025.
60	City of Carson	Focused sign ordinance amendment proposing to update and clarify on-site, business signage-related code sections.	On June 24, 2025, the Planning Commission continued the item to July 8, 2025.
61	Dutch Brothers	20377 Avalon Blvd. Existing: Former Pizza Hut. Proposed: 950 SF coffee business with drive-through. Wendy's project Withdrawn by applicant. Dutch Brothers has filed an application.	Under Review – approval pending review of traffic memo
62	Cal-Water	410 W Carson St. Updating and adding new equipment at an existing Cal Water facility	Under Review
63	McDonalds Drive-Through Preapplication Review (PAR)	22309 Main St. Existing: Vacant Proposed: PAR conceptual review of a 3,694 SF drive-through restaurant	Pre-application Review completed, waiting for formal application submittal
64	University Plaza Façade Improvement	615 E University Ave. Existing: Multi-tenant commercial center Proposed: Commercial façade improvement of an existing retail plaza	Approved. Awaiting Plan Check submittal
65	Woojin Is. America Inc.	130 W. Victoria St. Existing: Industrial site. Admin DOR, tenant improvement (TI). Proposed: Refurbishing facility that provides transit vehicle assembly for Metro trains at an existing industrial building site	Provided clearance to move forward for plan check review by Building and Safety while TI is concurrently under review by Planning
66	Haro Property	20715 Avalon Blvd. Existing: Multi-tenant office building with retail and restaurant; Proposed: Hawaiian BBQ restaurant with drive through	Under Review
67	Rain for Rent	400 & 436 W. Walnut St. Existing: A warehouse & office building. Proposed: Demolish the warehouse and develop equipment rental yard (400) and retain the office (436) building with site and landscape improvements throughout both parcels (new landscaping, pavement, construction of an 8-foot-tall perimeter wall, add a new driveway, interior tenant improvements to support the operation of the equipment rental company)	Under Review

	Name	Description	Status
68	404 E. Carson St.	404 E. Carson St. Existing: Samoan Federation Building, Proposed: Three-story, podium style mixed-use residential & commercial development (rental). Three 2-bed/2-bath townhouse units, two 1-bed/1-bath flats, and four studio units totaling 9 units built over ground floor level 752 SF commercial retail space and parking area on a 9,772 SF (0.22 AC) lot	Under Review
70	City of Carson	Proposed Ordinance to satisfy HCD requirements to Certify the City's Housing Element	Approved at the May 13th Planning Commission and the June 3rd City Council meeting. 2nd Reading approved on June 17, 2025. June 18, 2025, the signed Ordinance was provided to HCD. On June 25, 2025, received HCD HE certification letter.
71	316 W. 214th St	316 W. 214th St., Existing: Single-family residence Proposed: 4 rental units	Under Review
72	SUR Auto Body	510 E. Alondra Blvd. Existing: Multi-tenant Warehouse 16,840 SF Proposed: Building 2 (approx. 7,200 SF), change use from warehouse to an auto body repair business located on a 0.90 AC lot	Under Review
73	Crown Castle	21350 Alameda St. Existing: Wireless communications facility (cell tower) Proposed: Major modification to conditions request – remove the existing expiration date	Under Review
74	Porsche Engineering U.S.	1154 Annalee Ln. Existing: Warehouse Proposed: CUP for a Porsche Lithium Battery Evaluation Facility	Under Review
75	A Better Tomorrow	20630 Leapwood Ave., Unit F Existing: Multi-tenant Industrial Condo center. Proposed: Social Services Office replacing former office use	Approved at the May 13th Planning Commission
76	KL Fenix	19204 Figueroa, Existing: Warehouse. Proposed: New 83770 SF warehouse/office building with 6 dock doors replacing existing structures	Under Review
77	J&J Carson, LLC	100 Carson Mall, Existing: 1 parcel. Proposed: Subdivide 1 parcel into 3 parcels	Under Review
78	ECM Management	18001 Main St. Proposed: New 60558 SF speculative warehouse building	Under Review
79	Maupin Development	438 W. Carson St. Existing: Credit Union Bank; Proposed: Acquire a portion of the property to build a 51-unit condo development with related site improvements. The bank remains as located.	Under Review
	Manilla Sunrise Restaurant	Existing: Restaurant Proposed: Kitchen addition	Under Review
	Hyundai / Chevrolet Dealership Lot Split	2201 E. 223rd St. Proposed: Lot split. Division of a single lot containing two existing new car dealerships, Carson Hyundai and Carson Chevrolet.	Under Review.

	Name	Description	Status
	125 W. 219th Pl. Lot Split	125 W. 219th Pl. Proposed: Lot Split of a single parcel between two single family residences	Under Review.
	Carson Plaza Sign Program Modification	603 E. University Dr. Proposed: Sign Program Modification	Under Review
	Auto Collision/Repair	16200 Main Street. Existing Light Industrial Building, Proposed: Change use from warehouse/manufacturing to auto collision/repair	Under Review
	Rexford Warehouse	1065 E Walnut St. PAR for Demolition of an existing 143,640 SF industrial building. Construction of a new 135,760 SF industrial building with associated loading, parking, and landscaping areas. New building to include 127,760 SF of warehouse space and 8,000 SF of ground floor / mezzanine office space.	Under Review
	2 Luv One Another	520 E Carson Plaza Ct Unit 104 Existing Multi-tenant Office Building. Proposed: social service center to replace a former medical office	Under Review
	1443 E. Carson St	1443 E. Carson St. Proposed: Demo an existing house and construct a 13-unit multifamily apartment and associated Tentative Parcel Map (TPM)	Under Review
	20920 Jamison Ave.	20920 Jamison Ave. Existing: Single-family residence Proposed: Build two new single-family residences	Under Review
	Papadakis Engineering	20909 S Brant Ave. Existing: Papadakis Racing + Engineering Division provides prototype Fuel Cell System (testing); Proposed: CUP for storage of Bottled Hydrogen on site for intermittent testing process of new prototype Fuel Cell System (RSOC)	Under Review
	City of Carson	Refining the Zoning Code - Amend Noise Ordinance and Noise Element for consistency purposes	Under Review
	City of Carson	Zone Text Amendment to consider approving various amendments to the text of the City's Zoning Ordinance related to the Community Development Director approval authority and requirements and City Council review procedures	June 10, 2025, Planning Commission recommended approval; Ordinances to be presented to the City Council on July 1, 2025.
	City of Carson	Consider approval of Resolution regarding authority for certain Density Bonus applications to the City's Community Development Director with the concurrence of the City Manager	June 10, 2025, Planning Commission approved Resolution No. 2889 and ratified adoption and execution of the PC Resolution with the corrected title as a Consent item on June 24, 2025.

CITY OF CARSON
PUBLIC WORKS DEPARTMENT
18620 S. Broadway, Carson CA 90248

JUNE 2025
Monthly Report

Dr. Arlington Rodgers Jr., Director

The Public Works Department is comprised of three divisions: Administration, Engineering, and Operations. The Department maintains a total area of nineteen (19) square miles of streets which also includes maintaining twelve (12) park building facilities, two (2) aquatic centers, two (2) pools, a sports complex, and a boxing and weightlifting center, Carson Event Center, City Hall, and Corporate Yard. The Public Works staff is comprised of 116 positions with 103 full-time regular employees and 13 part-time employees. The Public Works team collaborates both internally and externally to accomplish projects that enrich the quality of life for Carson's residents and visitors.

ENGINEERING DIVISION

The Engineering Division provides the technical foundation for a modern Public Works Department and its primary responsibility is to assist the Administration and Operations & Maintenance Divisions with project management and specialized design and construction skills. The Engineering Division determines which studies are needed to advise the department on deficiencies, regulatory requirements, compliance with applicable local, state, and federal laws, cost effectiveness, prudent approaches, and strategic plans. These activities inform executive management and the City Council in determining project priorities.

Street Improvements

- PW675: SEPULVEDA BRIDGE WIDENING FROM ALAMEDA TO EAST CITY LIMIT
  - Location: Sepulveda Blvd. from Alameda to East City Limit
  - Description: The project involves the widening and improvement of the roadway and bridge along Sepulveda Boulevard to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and the modification of the existing traffic signal.
  - Budget: $12,000,000.00
  - Current Phase: FINAL DESIGN
    - RKA is addressing the plan-check comments from the County.
    - Working with the Environmental Planner on updating the permits
    - SCE is scheduling a meeting with the design team for shoofly.
    - SCE is working with Marathon on Easements
    - Meetings are now once a week with the team to verify progress.
    - Aiming to go out to bid in May 2024
    - Robert Lee is working on a letter to send to SCE he is reviewing the Franchise agreements.
    - Utility identification is being completed.
    - SCE has completed Potholing and is working around a conflict.
    - Status as of February 15, 2024: Meeting with Tenant on the southeast corner for TCE.
    - Status as of March 18, 2024: Designer is wrapping up the design, hoping to go out to bid early summer.
    - Status as of April 24, 2024: Designer is wrapping up the design. We are hoping to go out to bid early summer. SCE has two more poles to locate, working on securing the required permits.

- Status as of May 15, 2024: Designer is wrapping up the design. We are hoping to go out to bid by late September or early November. SCE has two more poles to locate, working on securing the required permits.
- Status as of June 20, 2024: Designer is wrapping up the design. We are hoping to go out to bid early summer. SCE has two more poles to locate, working on securing the required permits. Awaiting waterboard mitigation measures.
- Status as of July 25, 2024: No update
- Status as of October 30, 2024: Working with utilities, permitting agencies, final design. Tentatively scheduled to go out to bid in Mid-November.
- Status as of December 19, 2024: Publishing plans and specifications to Plant Bids.
- Status as of January 16, 2025: Plans are currently out. Bids open on February 20, 2025.
- Status as of February 20, 2025: Designer to send over revised plans to go out to bid, with a non-mandatory bidding. Plan on opening bids in late March 2025.
- Status as of March 20, 2025: Designer to send over revised plans to go out to bid with a non-mandatory bidding. We plan to open bids in late March.
- Status as of April 21, 2025: Opened Bids on April 9,2025. Beador appears to be the lowest bidder at $21,95,300. Plan to verify bids by April 24, 2025.
- Status as of May 22, 2025**:** Notice Of Intent (NOI) sent out to award contract to Beador. Staff is looking to award contract at the second City Council meeting in July.
- **Status as of June 18, 2025:** Council Date to award for Beador is first meeting in August.

- <u>PW1393-4 & 1411-4: CITYWIDE ANNUAL OVERLAY PROGRAM AND CITYWIDE ANNUAL CONCRETE REPLACEMENT PROGRAM</u>
  - Location: Main Street from Carson Street to Victoria St.
  - Description: The project includes grind and overlay, concrete road replacement, repair of damaged sidewalks, driveway approaches, curbs and gutter, access ramps, tree removal and replacement.
  - Budget: $3,496,000.00
  - Current Phase: PURCHASE ORDER
    - Pending purchase order issuance.
  - Status (6/22/2023): Purchase order was printed on June 22, 2023. The estimated construction start date is August 7, 2023.
  - Status as of July 19, 2023: Estimated construction start date is August 2023.
  - Status of August 17, 2023: Construction started on August 7, 2023. The estimated completion date is December 29, 2023.
  - Status as of November 20, 2023: Ongoing construction. No major updates.
  - Status as of January 3, 2024: Project is on hold. Kinder Morgan and Torrance Logistics Company are prohibiting the use of vibration rollers to compact the asphalt pavement near gasoline pipelines along Main Street. Staff are working on alternate construction methods to achieve the pavement compaction requirements without the use of vibration rollers which are industry standard. Staff anticipate that alternate compaction methods will cause an increase in cost and project schedule.
  - Status as of January 22, 2024: No update
  - Status as of February 15, 2024: Project is on hold. Phillips 66 confirmed on 11/16/2023 that they have no concerns with the use of vibration rollers above their pipelines. Torrance Logistics Company confirmed on February 12, 2024, that they have no concerns with the use of vibration rollers above their pipelines. Kinder Morgan is the only company left that

expresses concerns with the use of vibration rollers above their pipelines. Staff met with Kinder Morgan on February 13, 2024, and expect an official response from Kinder Morgan by February 15, 2024.

- Status as of March 19, 2024: Ongoing construction. Cold milling started on March 18,2024. Asphalt pavement resurfacing is estimated to be complete by April 10,2024. Utility adjustment, traffic signal loop installation, and striping are expected to be complete by May 9,2024.
- Status as of April 24, 2024: Ongoing construction. The Contractor is currently adjusting utilities and will begin the first coat of striping on April 29, 2024. Estimated construction completion by May 31, 2024.
- Status as of May 20, 2024: Ongoing construction. Construction is 90% complete. Staff will be presenting a staff report to the City Council to request additional funding for added project scope. The estimated project completion date is June 2024.
- Status as of June 20, 2024**:** Ongoing construction including punch list items. Amendment No. 2 was approved at the June 18th City Council Meeting. Staff are moving forward with additional project scope. The estimated project completion date is July 2024.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: Contractor is working on punch list items. Permit application to Caltrans for sidewalk improvements within Caltrans Right of Way is being finalized by staff. The expected completion date is October 2024.
- Status as of October 30,2024: No update
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: Caltrans requires civil plans for the improvements within Caltrans right-of-way to issue an encroachment permit. Project bid documents do not include civil plans. Staff are moving forward with construction punch list items. Estimated project completion is in March 2025.
- Status as of February 20, 2025: No update. The estimate project completion is March 2025, according to the previous update.
- Status as of March 20, 2025: Staff working with the contractor to close out the remaining punch list items. Staff will be creating a task order for ramp and sidewalk plans and specifications to get a permit within Caltrans right of way.
- Status as of April 21, 2025: Staff distributed a task order to request proposals for plans and specifications for concrete improvements within Caltrans right of way.
- Status as of May 22, 2025: Contractor completed punch list items on May 16th, 2025. Staff will review and document completed punch list items with City Inspector for final sign off. The remaining sidewalk adjacent to 405 freeway is part of Caltrans I-405 improvement project. Staff will discuss internally whether to hold off on sidewalk work adjacent to 405 freeway due to the scope being part of a Caltrans project.
- **Status as of June 18, 2025:** Sidewalk adjacent to 405 freeway is part of Caltrans I-405 improvement project. City Engineering Management to confirm that this area will not be included as part of the project.

- <u>PW1536: BUS AMENITY AND WAYFINDING PROJECT</u>
  - Location: Various locations throughout the city
  - Description: Installation of monument signs, bike racks, and wayfinding signs.
  - Budget: $852,859.00
  - Status: Initial scope of work completed; preparing for additional work

- Status as of November 20, 2023: Staff received Metro's approval of reduced scope of work and time extension and scope modifications.
- Status as of December 29, 2023: Reached out to Metro to confirm grant work reimbursable or to submit new extension request.
- Status as of January 17, 2024**:** Confirmed with Metro that grant work is reimbursable and no new extension request is necessary.
- Status as of January 22, 2024: No update
- Status as of February 7, 2024: No update
- Status as of March 13, 2024: No update
- Status as of April 18, 2024: No update
- Status as of May 15, 2024: No update
- Status as of June 17, 2024: No update
- Status as of July 25, 2024: Waiting for wayfinding guidance from City Manager's Office.
- Status as of August 26, 2024: No update
- Status as of September 18, 2024: Metro is requesting additional information to modify project scope to use all remaining funds toward wayfinding. Waiting for updates on way-finding design direction from City Manager's office.
- Status as of October 28, 2024: Staff submitted additional information to Metro as requested. Waiting for updates on way-finding design direction from City Manager's office.
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: Received new city logo designs from City Manager, still awaiting Metro decision on whether funds can be used for wayfinding.
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- **Status as of June 18, 2025:** No update

- PW1608: MLK JR. BLVD IMPROVEMENTS
  - Status as of January 3, 2024
    - TAIT is working on the 60% plans.
    - Awaiting the Geotechnical Report to confirm any recommendations.
    - Dennis to go over traffic comments with the City Traffic Engineer.
    - Plans sent over to Cal Water for their comments.
    - 60% of the plans are due on November 29th.
    - Will have 60% plan review meeting on December 5th.
    - 100% of the plans should be finished by January 25th, 2023.
    - Writing Staff report to take to council for the first meeting in February.
  - Status as of February 15, 2024
    - Plans are currently at 60%, working with Cal Water for Coordination
    - Looking at other Grant applications for cost.
    - 100% plans by mid-March.
  - Status as of March 18, 2024: 100% plans by mid-April.
  - Status as of April 24, 2024: Designer is developing options in design for City to consider.

- Status as of May 15, 2024: Designer is developing options in design for City to consider, currently finalizing striping.
- Status as of June 24, 2024: Designer is developing options in design for City to consider, currently finalizing striping. Expect to have plans completed by the first week in August.
- Status as of July 25, 2024: No update
- Status as of October 30, 2024: Pending County review of the street light plans. Plans and specifications are almost completed and ready for advertising.
- Status as of December 19, 2024: Street Light plans are being reviewed by LA County Public Works.
- Status as of January 16, 2025: Street light plans are being reviewed by LA County Public Works. The designer is wrapping up the plans for bidding.
- Status as of February 20, 2025: Going to City Council on March 4, 2025, for approval of CEQA and authorization to go out to bid.
- Status as of March 20, 2025: Council approved PSE and recording a "Notice of Exemption" with the LA County Clerk and the State Clearing House on March 4, City Council Meeting.
- Status as of April 21, 2025: Awaiting report from consultant on the report for the GPR testing.
- Status as of May 22, 2025: Additional soil testing performed over the landfill area on the western part of project between Main Street and the bridge.
- **Status as of June 18, 2025:** Consultant is preparing a schedule for designs next steps, to make adjustments to the design to incorporate Landfill areas.

- <u>PW1655: CARSON ST. REHABILITATION PROJECT</u>
  - Location: Carson Street from Recreation Rd. to Santa Fe Ave.
  - Description: The length of this corridor is 2.2 miles, and the project includes concrete reconstruction, tree removal and replacement, asphalt concrete pavement overlay, repair of damaged sidewalks, driveway approaches, curbs and gutters, and access ramps.
  - Budget: $2,799,100.00
  - Status: COMPLETION AND CLOSEOUT
    - Contractor provided response to punch list on May 10, 2023.
    - The punch list discussions with the contractor are expected to be completed on May 30, 2023.
    - The contractor provided responses to punch list comments on July 10, 2023**.**
    - The contractor submitted a proposal for pavement repairs on August 16, 2023.
    - Status as of October 26, 2023: Contractor to provide dates for repairs.
    - Status as of March 18, 2024: We are currently awaiting the contractor's response to the last email sent on March 5, 2024, regarding the final punch list item.
    - Status as of April 24, 2024: No update
    - Status as of May 20, 2024: No update
    - Status as of July 25, 2024**:** No update
    - Status as of August 26, 2024: No update
    - Status as of September 23, 2024: No update
    - Status as of October 30, 2024: No update
    - Status as of January 16, 2025: No update

- Status as of February 20, 2025: Working on design for left-turn pocket repairs.
- Status as of March 20, 2025: No update
- Status as of April 21, 2025: Working on design for left-turn pocket repairs.
- Status as of May 22, 2025: Left turn repairs 50% design received on May 9, 2025.
- **Status as of June 18, 2025:** No update

- PW1687: CARSON ST. INTELLIGENT TRANSPORTATION SYSTEM
  - Location: Carson St. from 405 Fwy to Figueroa Street
  - Description: The project involves the installation of CCTV cameras and appurtenant hardware at ten (10) intersections along Carson Street, connecting these to existing fiber optic cable, and tying the existing fiber optic cable into City Hall. The project will also include the establishment of a Traffic Management Center in City Hall for the purposes of traffic signal synchronization, traffic management, surveillance, and traffic monitoring.
  - Budget: $700,000.00
  - Status as of November 20, 2023: Reviewing feasibility of qualification-based contractor procurement strategies with Finance.
  - Status as of December 29, 2023**:** Issued solicitation for systems engineering from Engineering On-call consultant list, proposals due 1/4/24.
  - Status as of January 17, 2024: Received proposals; need to discuss contract options with Purchasing.
  - Status as of February 7, 2024: Negotiating contract with consultant.
  - Status as of March 13, 2024: Received updated proposal from consultant. Task Order to be issued to perform systems engineering.
  - Status as of April 18, 2024: Conducted kickoff meeting; conducting field review of existing equipment and fiber optic cable.
  - Status as of May 15, 2024: Field work ongoing**.**
  - Status as of June 20, 2024: Consultant met with IT Department at City Hall. Received 60% plans for traffic signal and fiber optic work.
  - Status as of July 25, 2024: Reviewing plans.
  - Status as of August 26, 2024: No update
  - Status as of December 19, 2024: Comments provided; reviewing 90% PS&E. Will coordinate with ITS Department on software and equipment to be installed at City Hall and networking to proposed TMC and new EOC.
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025:
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - **Status as of June 18, 2025:** No update

- PW1694: PROJECT: BRIDGE MAINTENANCE INSPECTION REPORTS – WORK RECOMMENDED
  - Location: All bridges with an open inspection report
  - Description: Complete work recommended items as noted in the bridge inspection reports from Caltrans.
  - Status: CONTRACT EXECUTION

        - Staff will make a recommendation to the City Council on June 6, 2023, to award a contract to Beador Construction Company, Inc. (Staff report 2023-0379)
    - Status (6/22/2023): Contract was awarded to Beador Construction company at the June 6 City Council meeting. The contract is being executed.
    - Status as of July 19, 2023: The contract was executed. Pending purchase order.
    - Status as of August 17, 2023: Pending purchase order approval.
    - Status as of September 21, 2023: Staff sent the purchase order to contractor and requested a preliminary baseline schedule. Estimated start date is pending.
    - Status as of January 3, 2024: No updates
    - Status as of January 22,2024: Estimated construction start date is March 2024. Staff are working on construction submittals.
    - Status as of February 15, 2024: No Update
    - Status as of March 19, 2024: Staff has reviewed the submittals from the contractor. Traffic control submittals have not been submitted by Contractor.
    - Status as of April 24, 2024: Contractor is working on traffic control submittals. The estimated construction start date is June 2024.
    - Status as of May 20, 2024: Staff are applying for encroachment permits to the following agencies: LA County Flood Control District, Caltrans, City of LA, City of Long Beach. The estimated construction start date is June 2024.
    - Status as of June 20, 2024: Staff are finalizing permit applications with the agencies above. Estimated Start date is August 2024.
    - Status as of July 25, 2024: No update
    - Status as of August 26, 2024: Awaiting permit approval from Caltrans for traffic control encroachment within Caltrans Right of Way. The estimated start date is September 2024.
    - Status as of October 30,2024: No update
    - Status as of December 19, 2024: No update
    - Status as of January 16, 2025: Pending permit from Caltrans for bridge at 91 freeway and Central Avenue.
    - Status as of February 20, 2025: Contractor is revising the permit application at 91 Freeway and Central Avenue per Caltrans comments.
    - Status as of March 20, 2025**:** No update
    - Status as of April 21, 2025: Staff resubmitted revised encroachment permit application for 91 Freeway and Central Avenue. Caltrans is currently reviewing revised permit application.
    - Status as of May 22, 2025: No update
    - **Status as of June 18, 2025:** Revised traffic control plans submitted to city for review.

- <u>PW1701/1715: MEDIAN LANDSCAPE IMPROVEMENTS</u>
    - Location: City-wide
    - Description: Irrigation upgrades, landscaping upgrades in City medians and streetscapes
    - Budget: $1,500,000
    - Status: PRE-DESIGN
        - Status as of December 29, 2023: Prepared draft scope for Median Streetscape Plan
        - Status as of January 17, 2024: Working on receiving proposal by January 31, 2024.
        - Status as of February 7, 2024: Negotiating contract with consultant.

        - Status as of March 13, 2024: Received updated proposal from consultant. Task Order to be issued to develop Streetscape Master Plan.
    - Status of April 18, 2024: Conducted kickoff meeting and first project design meeting. Reviewing existing conditions.
    - Status as of May 15, 2024: Draft plant palettes developed by consultant**.**
    - Status as of June 20, 2024: Three sets of concepts have been submitted by consultant.
    - Status as of July 25, 2024**:** One concept for each land use type was selected internally and presented to the Public Works Commission. The consultant is working on the cost estimates and implementation plan.
    - Status as of August 26, 2024: Received draft Streetscape Master Plan from consultant. Staff reviewing to provide comments.
    - Status as of September 18, 2024: City Staff to provide feedback to consultant next week. Streetscape Master Plan anticipated to go to City Council for acceptance 10/15/24.
    - Status as of October 28, 2024: Consultant presented on draft plan to Planning Commission.
    - Status as of December 19, 2024: Preparing task order solicitation for Civic Center area median PS&E.
    - Status as of January 16, 2025**:** RFP for Civic Center area prepared, anticipate issuing next week.
    - Status as of February 20, 2025: Staff reviewing proposals received for Civic Center area median landscaping design.
    - Status as of March 20, 2025: Staff negotiated with the consultant and intends to issue Notice to Proceed (NTP) on design on March 19, 2025.
    - Status as of April 21, 2025**:** Consultant received the Notice to Proceed on March 19, 2025, and is working on the design.
    - Status as of May 22, 2025: Received draft landscape plans and civil plans. Staff provided input on irrigation equipment.
    - **Status as of June 18, 2025:** No update

- <u>PW1763: ARPA ROADWAY REHABILITATION PROJECT</u>
    - Location: Residential streets throughout the city selected per Pavement Management Program report.
    - Description: Roadway rehabilitation with slurry seal method
    - Budget: $3,500,000.00
    - Status: CONSTRUCTION IN PROGRESS
        - The contractor is scheduled to resume work in June 2023, pending warmer temperatures.
        - The contractor is working on the new schedule. Anticipating submittal, the week of July 10, 2023.
        - Contractor resumed construction activities on July 17, 2023.
        - Status as of January 22, 2024: Construction was completed in October 2023.
        - Status as of March 18, 2024: Repairs on streets that were completed during the Winter 2022 will take place in June 2024.
        - Status as of April 24, 2024: No update
        - Status as of May 21, 2024: Public Works Right of Way Division has started crack sealing. PMI is scheduled to start on June 3, 2024.
        - Status as of June 18, 2024: PMI is on the third week of the schedule. Construction is expected to be completed in the week of July 1, 2024.

- Status as of July 25, 2024**:** PMI has completed the work and will provide a schedule for the punch list items.
- Status as of September 23, 2024: No update
- Status as of October 30, 2024: PMI completed initial punch list. New punch list items have been added.
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: No update
- Status as of March 20, 2025**:** The final list of streets that need to be re-sealed has been sent to the contractor.
- Status as of April 21, 2025: Waiting on the contractor to provide the final schedule.
- Status as of May 22, 2025: Final punch list is complete. The project will be submitted to City Council for acceptance.
- **Status as of June 18, 2025:** No update

- PW1765: LOMITA BLVD
  - Status as of January 3, 2024:
    - TAIT is sending over 30% of plans for review.
    - The geotechnical report will be completed by the end of November.
    - Railway spurs application is $2,000 per spur, Tait is saying these fees will amount to $8,000 for all the Street Improvement projects that the city has.
    - Plans should be complete by the end of January.
    - Plan to take it to Council for approval at the second meeting in February.
    - Status as of February 15, 2024: Plans are expected to be complete by mid-March.
    - Status as of March 18, 2024: Plans are expected to be complete by mid-April.
    - Status as of April 24, 2024: Working with the City of Los Angeles for applicable permits.
    - Status as of May 15, 2024: Meeting set up with the City of Los Angeles to go over permits and projects.
    - Status as of June 24, 2024: Meeting set up with the City of Los Angeles to go over permits and project.
    - Status as of July 25, 2024: No update
    - Status as of October 30, 2024: Consultant working on the right of way issues for stormwater easement. Addressing additional Task Order request.
    - Status as of December 19, 2024: Consultant working on the right-of-way issues for stormwater easement. Addressing additional Task Order request.
    - Status as of January 16, 2025**:** Consultant working on the right-of-way issues for stormwater easement. Addressing additional Task Order request.
    - Status as of February 20, 2025: Plan review shared with design consultant. The additional Task Order is currently being reviewed.
    - Status as of March 20, 2025: No update
    - Status as of April 21, 2025: Working with consultant on change order request for additional work for right-of-way and stormwater design work.
    - Status as of May 22, 2025: Additional Change Order required to continue work.
    - **Status as of June 18, 2025:** Additional funding for Task Order available in July.

- PW1773: CARSON ACTIVE TRANSPORTATION & COMMUNITY CONNECTIVITY PLAN
  - Location: Citywide

- Description: Develop Carson Active Transportation and Community Connectivity Plan.
- Budget: $405,000 ($358,000 in Caltrans Sustainable Communities Grant)
- Status: PRE-DESIGN
  - Contract awarded to Alta Planning + Design, Inc. on May 2, 2023, City Council Meeting
  - Project kickoff meeting conducted August 31, 2023.
- Status as of November 21, 2023: Consultant proceeding with existing conditions review and public outreach plan. Website anticipated to be up by January 2024
- Status as of December 29, 2023: Consultant preparing to go live with website, social media, etc. in January.
- Status as of January 17, 2024: Website, social media, etc. are live. First virtual open house is set for 1/25/24.
- Status as of February 7, 2024: Research and analysis is ongoing. In-person open house events planned for February 22, 2024, and April 18, 2024.
- Status as of March 13, 2024: In-person open house was held at Anderson Park on February 22, 2024. The final open house is scheduled for April 18, 2024, at Veterans Park. Research and analysis are ongoing.
- Status as of April 18, 2024: Received existing conditions report draft and provided comments. The final open house is scheduled for April 18, 2024, at Veterans Park. Research and analysis are ongoing.
- Status as of May 21, 2024: Final open house was conducted. Analysis is ongoing. Planning for fall workshop meetings in progress.
- Status as of June 20, 2024**:** Walk audit conducted at select schools. Analysis is ongoing. Planning for fall workshop meetings is ongoing.
- Status as of July 25, 2024**:** Consultant has begun to prepare draft recommendations, concepts, and cost estimates.
- Status as of August 26, 2024: Staff working with consultants on draft recommendations.
- Status as of September 18, 2024: Internal draft document prepared for discussion with management. Public workshops scheduled for November.
- Status as of October 28, 2024: Internal draft document and recommendations reviewed with City Manager's Office.
- Status as of December 19, 2024: Three more engagement meetings were held with residents (at Hemingway Park, the Community Center, and online) to present draft findings and proposed projects and to solicit input. City Staff are reviewing the draft plan to provide comments for final.
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: Final plan documents received from consultant. Staff preparing staff report for City Council to accept and approve CATCP.
- Status as of March 20, 2025: Carson Active Transportation and Community Connectivity Plan approved by City Council on March 4, 2025. Staff are working with consultants and Caltrans to close-out the project.
- Status as of April 21, 2025: Working on closeout and final billing with Caltrans.
- Status as of May 22, 2025: No update
- **Status as of June 18, 2025:** No update

- <u>PW1775: 213TH ST. STREET LIGHTS</u>
  - Location: East 213th Street between Chico Ave and Wilmington Blvd

- Description: Installation of streetlights
- Budget: $800,000
- Status: DESIGN PROCUREMENT
  - Status as of December 29, 2023: Solicitation issued from Engineering On-call consultant list; 1 proposal received.
  - Status as of February 7, 2024: Negotiating contract with consultant.
  - Status as of March 13, 2024: Consultant to send revised scope and fee (final iteration).
  - Status as of April 18, 2024: Waiting for Task Order and Notice to Proceed (NTP)
  - Status as of May 21, 2024: Conducted kick-off meeting.
  - Status as of June 20, 2024: Field work ongoing.
  - Status as of July 25, 2024**:** Consultant is preparing plans.
  - Status as of August 26, 2024: No update
  - Status as of September 18, 2024: 30% submitted to City. Comments sent.
  - Status as of October 28, 2024: Consultant coordinating with SCE to develop service request which will require upgrading the circuit on 213th.
  - Status as of December 19, 2024: Received 60%. County reviewing.
  - Status as of January 16, 2025**:** County still reviewing. SCE will need to do major work to install these streetlights, so they are requesting a meeting with City staff about potentially putting in aerial cable instead of an underground to complete the project faster.
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: Waiting for draft SCE design.
  - Status as of April 21, 2025: SCE committed to providing a draft service design this month.
  - Status as of May 22, 2025: LA County reviewing plans.
  - **Status as of June 18, 2025:** No update

- <u>PW1779: WALNUT AVENUE (AVALON TO BILLINGS)</u>
  - Status as of January 3, 2024
    - Webb is working on the 60% plans.
    - Webb needs to know from the city if they are going with just asphalt or a complete street rebuild.
    - Webb is finishing up with the plans.
  - Status as of March 18, 2024: Going to City Council for April 2, 2024, Meeting.
  - Status as of April 24, 2024: Project has been grounded and overlaid by the other project, working with city staff for upgrades in signing and stripping. Will fill CEQA.
  - Status as of May 15, 2024: The Citywide asphalt project has applied asphalt, working with ROW Superintendent to finalize the sidewalk work, signs, and stripping. Filed CEQA documentation.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: No update
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - **Status as of June 18, 2025:** No update

- PW1780: VICTORIA TRANSIT CENTER
  - Location: Victoria Street near Tamcliff Avenue
  - Design and construction of a new transit center adjacent to CSUDH.
  - Budget: $3,525,000
  - Status as of November 21, 2023: DESIGN
    - Task Order 2023-008 issued to Breen for Conceptual Design
    - Follow-up meetings to be held to discuss incorporating CSUDH and Dignity Health input.
  - Status as of December 29, 2023: Awaiting revised concept after 2nd meeting.
  - Status as of January 17, 2024: No update
  - Status as of February 7, 2024**:** Received revised concepts which are being reviewed by City and CSUDH Staff.
  - Status as of March 13, 2024: Revised concepts discussed on February 29, 2024, meeting with consultant and CSUDH. Conceptual design to be finalized later this month.
  - Status as of April 18, 2024: Working with CSUDH to coordinate upcoming survey work.
  - Status as of May 15, 2024: Awaiting Access & Exclusivity Agreement from CSUDH to allow for onsite survey work.
  - Status as of June 20, 2024: Working with CSUDH to execute Access Agreement.
  - Status as of July 25, 2024: Still working to execute agreement. The city is working to obtain right-of-way documents from CSUDH.
  - Status as of August 26, 2024: No update
  - Status as of September 18, 2024: Agreement set to go to City Council 10/1/24 for approval.
  - Status as of October 28, 2024: Agreement executed, awaiting consultant schedule for survey work.
  - Status as of December 19, 2024: Consultant's subcontractors have completed survey work and have begun geotechnical work to support design.
  - Status as of January 16, 2025: Design ongoing
  - Status as of February 20, 2025: Design ongoing
  - Status as of March 20, 2025: Received final conceptual design from consultant. Staff planning next phase of design.
  - Status as of April 21, 2025: Conducted meeting with the consultant on April 3, 2025, to discuss next phase of design, anticipate receiving a proposal by end of April. Staff are also coordinating a meeting with CSUDH for late April.
  - Status as of May 22, 2025: Staff reviewed conceptual design with CSUDH and received comments. Staff are reviewing the consultant's proposal for completion of design and PS&E package.
  - **Status as of June 18, 2025:** No update

- PW1785: BICYCLE MASTER PLAN UPDATE
  - Location: City-wide
  - Description: Update City Bicycle Master Plan
  - Budget: $897,000
  - Status: PRE-DESIGN
  - Status as of December 29, 2023: Working with Caltrans to program allocation request.
  - Status as of January 17, 2024: No update

- Status as of February 7, 2024: No update
- Status as of March 13, 2024: On CTC March Agenda for allocation
- Status as of April 18, 2024: CTC allocated funds for plan update. Program supplement agreement scheduled for May 21, 2024, City Council Agenda.
- Status as of May 20, 2024: No update
- Status as of June 20, 2024: Received approved finance letter from Caltrans. Drafting RFP scope of work.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: No update
- Status as of September 18, 2024: Drafting project scope.
- Status as of October 28, 2024: No update
- Status as of December 19, 2024: The RFP was issued November 27, 2024. A virtual pre-proposal meeting was held December 9, 2024. The proposals are due January 8, 2025.
- Status as of January 16, 2025: Four proposals were received. Staff to evaluate and score the proposals to select the consultant for plan preparation.
- Status as of February 20, 2025: Staff conducted interviews February 11, 2025, with the three consultants who were shortlisted for the project.
- Status as of March 20, 2025: Contract services agreement for Toole Design Group approved by City Council on March 18, 2025.
- Status as of April 21, 2025: Working with the consultant and Risk Management to obtain a Certificate of Insurance with correct endorsements and insured parties listed
- Status as of May 22, 2025: Executed contract, working internally to create purchase order.
- **Status as of June 18, 2025:** No update

- <u>PW1753: UNIVERSITY DRIVE STREET IMPROVEMENT – AVALON TO WILMINGTON FEDERAL PROJECT NO. STPL-5403(033)</u>
  - Status as of May 20,2024: Request for Authorization for Preliminary Engineering Application was resubmitted to Caltrans on May 16, 2024. The estimated construction start date is June 2025.
  - Status as of June 20,2024: Staff resubmitted application on June 17, 2024. Revised application included “Expedited Project Selection Procedures (EPSP)” approval from SCAG.
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: Application pending approval from Caltrans.
  - Status as of October 30,2024: Staff report item #23 was approved at the 10/1 Council Meeting along with resolutions 24-091 & 24-095. Staff routed the supplement agreement through City Clerk on 10/29 for the mayor’s signature.
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: Staff to advertise project for design in January 2025.
  - Status as of February 20, 2025: Request for Proposal will be advertised on March 6, 2025.
  - Status as of March 20, 2025: Staff are revising the request for proposal based on comments from Purchasing. Proposal to be advertised in March 2025.
  - Status as of April 21, 2025: Proposals for selection of a design consultant are due April 28, 2025. Staff anticipate awarding a contract to a design consultant in June 2025 to start design. Construction is expected to start in the first quarter of 2026.

- Status as of May 22, 2025: Proposal ranking was submitted to Purchasing on May 22,2025 to prepare a notice of intent to award (NOI). Staff anticipate presenting a staff report at the July 1, 2025, City Council meeting to award a design contract.
- Status as of June 18, 2025: Status as of June 18, 2025: Staff met with the design consultant of the highest ranked proposal on Thursday June 12th and Tuesday June 17th to clarify the scope of work and negotiate a lower fee proposal for the design portion of the project. Staff anticipates receiving an updated fee schedule by Friday June 20th. Staff plans on presenting a staff report at the July 15, 2025, City Council meeting to award a design contract.
- **Status as of June 18, 2025:** No update

- PW1757: MAIN STREET – 228TH TO LOMITA
  - Location: Main Street from 228th Street to Lomita Boulevard
  - Description: The project includes concrete reconstruction, tree removal and replacement, asphalt concrete pavement overlay, repair of damaged sidewalks, driveway approaches, curbs and gutters, and access ramps.
  - Budget: $2,100,000
  - Status: DESIGN
  - Status as of February 20, 2025: Comments submitted to Tait for 50% design.
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: 90% design was submitted to the City. Comments being returned to the design team this month.
  - Status as of May 22, 2025: 100% design being completed.
  - **Status as of June 18, 2025:** No update

- PW1722: 213th STREET IMPROVEMENT ION PROJECT
  - Location: 213th Street from Main to Selwyn.
  - Description: Roadway and concrete improvements rehabilitation
  - Budget: $2,693,000.00
  - Status: CONSTRUCTION IN PROGRESS
  - Status as of March 20, 2025: Concrete improvements and paving are complete.
  - Status as of April 21, 2025: Repaving has been completed.
  - Status as of May 22, 2025: Striping and punch list have been completed. Inspection confirmation pending.
  - **Status as of June 18, 2025:** No update

Traffic Signal Improvements

- PW1647: I-110 FREEWAY ARTERIAL IMPROVEMENTS
  - Location: Del Amo Blvd at Vermont Ave; Del Amo Blvd at Figueroa St; Del Amo Blvd at Main St; Hamilton Ave at I-110 SB on/off-ramps; Figueroa St at I-110 NB on/off ramps; Figueroa St at Torrance Blvd; Main St at Torrance Blvd; Carson St at Vermont Ave; Carson St at Figueroa St; and Avalon Blvd at Carson St
  - Description: Traffic Signal Improvement at 6 intersections near I-110 /FOLA with Metro Express lanes Net Toll Revenue Reinvestment Grant
  - Budget: $3,520,000 = $1,760,000 (Grant Fund) + $1,760,000 (Local Fund)
  - Status: DESIGN
  - Status as of October 26, 2023: Awaiting execution of Funding Agreement for extension and scope modifications.

- Status as of November 20, 2023: Metro's approval of reduced scope of work and time extension.
- Status as of December 29, 2023: Consultant reviewing and updating scope.
- Status as of January 17, 2024**:** No update
- Status as of February 7, 2024: Consultant reviewing relevant traffic studies to refine scope.
- Status as of March 13, 2024: No update
- Status as of April 18, 2024: No update
- Status as of May 20, 2024: No update
- Status as of July 25, 2024**:** Consultant's traffic analysis showed that proposed treatments at three of the project intersections will not markedly improve traffic conditions. The city will submit a request for Scope Modification from Metro to be able to use the funds on different traffic signals and treatments that will have a greater positive impact on traffic.
- Status as of August 26, 2024: Scope modification request sent to Metro; meeting scheduled with Metro in September to discuss.
- Status as of September 18, 2024: Staff preparing additional documents for submission to Metro as requested to supplement scope modification request.
- Status as of October 28, 2024: Staff submitted additional information to Metro, as requested. Received consultant proposal for 3 out of the 6 signals to be designed and preparing Task Order.
- Status as of December 19, 2024: Staff issued Task Order 2024-055 to KOA to design three (3) of the traffic signals. A kick-off meeting was held on December 4, 2024, to discuss the scope. Staff are still awaiting Metro's decision on the scope modification request.
- Status as of January 16, 2025: A meeting was held with the designers and LA County to discuss the LA County traffic signal included in this scope. Staff working to reply to the designer's data request.
- Status as of February 20, 2025: No update
- Status as of March 20, 2025**:** No update
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- **Status as of June 18, 2025:** No update

- <u>PW1649: HSIP H8-07-003 TRAFFIC SIGNAL UPGRADE</u>
  - Location: Intersections of Avalon Blvd at Victoria St, Main St at Sepulveda Blvd, Main St at 223rd St, and Figueroa St at Torrance Blvd
  - Description: Traffic Signal Upgrades for 4 intersections with HSIP Grant
  - Budget: $1,912,000 = $1,720,890 (HSIP Fund) + $1,279,110 (Local Fund)
  - Status: DESIGN
    - Awaiting final SCE plans
  - Status as of November 20, 2023: No update
  - Status as of December 29, 2023: No update
  - Status as of January 17, 2024: No update
  - Status as of February 7, 2024: Received final SCE plans, working with designer to finalize PS&E package.

- Status as of March 13, 2024: Meeting scheduled this month with designer to review PS&E package and outstanding items.
- Status as of April 18, 2024: Additional work on design and Caltrans authorizations will require forthcoming change order.
- Status as of May 15, 2024**:** Contract amendment for the Consultant is scheduled for June 4, 2024, City Council Agenda for additional design and Caltrans authorization work. Working with Caltrans to submit necessary forms to authorize construction funding.
- Status as of June 20, 2024: Working with Caltrans on necessary forms to authorize construction funding and FHWA review/approval of Carson's PLA**.**
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: PLA does not apply to Federal-aid projects. Working with consultant to confirm utility investigation complete and finalize plans.
- Status as of September 18, 2024: NEPA CE received from Caltrans. Advantec submitted final plans. City performing final review. Anticipated City Council approval date of 10/15/24.
- Status as of October 28, 2024: Notice of Exemption was approved at City Council 10/15/24. Request for Authorization for Construction was submitted to Caltrans 10/24/24.
- Status as of December 19, 2024: After receiving feedback on October 24, 2024, submission, the Request for Authorization for Construction was resubmitted to Caltrans on December 11, 2024.
- Status as of January 16, 2025: After receiving more feedback, the Request for Authorization for Construction was resubmitted to Caltrans on January 7, 2025.
- Status as of February 20, 2025: Received comments from Caltrans. Resubmitted Request for Authorization for Construction to Caltrans February 3, 2025.
- Status as of March 20, 2025: Construction project planned to be advertised on March 20, 2025, under IFB 25-08.
- Status as of April 21, 2025: Project was advertised to contractors on March 18, 2025, with bids due May 22, 2025. The supplemental funding agreement for construction funds was approved by City Council at the April 1, 2025, meeting.
- Status as of May 22, 2025: No update
- **Status as of June 18, 2025:** No update

- <u>PW1657: FOR MR 312.46 AND MR 312.41, TRAFFIC SIGNAL UPGRADES</u>
  - Location: Figueroa St at Victoria St; Main St at 220th St; Main St at Victoria St.
  - Main St at Albertoni St; and Figueroa St at 223rd St; and Figueroa Street at 234th St.
  - Description: Traffic Signal Upgrade at six (6) intersections. The proposed upgrades aim to improve signal coordination and traffic progression to alleviate arterial congestion by installing, replacing and/or updating traffic signal poles, mast arms, signal heads, controllers, cabinets, left turn phasing, CCTVs, countdown pedestrian signal heads, ADA compliant curb ramps and pedestrian push buttons, and traffic signal timing.
  - Budget: $4,220,000 (Measure R Grant)
  - Status: DESIGN AND PERMITTING
    - Revised funding agreement approved on May 16, 2023, City Council
    - Awaiting final SCE plans
    - Status as of November 20, 2023: No update
    - Status as of December 29, 2023: No update
    - Status as of January 17, 2024: No update

- Status as of February 7, 2024: Received final SCE plans, working with designer to revise PS&E package, Los Angeles City DOT to review location within their right-of-way.
- Status as of March 13, 2024: Received final PS&E package for Los Angeles City DOT location, to sign internally and submitted to LADOT for signature. Designer making final revisions to PS&E package.
- Status as of April 18, 2024: LADOT provided approval, but LABOE has not reviewed. Met with LABOE to clarify their approval process for "A Permit".
- Status as of May 15, 2024: LABOE to review plans.
- Status as of June 20, 2024: LABOE review continuing**.**
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: LABOE reviewed with no further comments. LABOE issuing permits and final signing of plans.
- Status as of September 18, 2024: Staff preparing bid package, awaiting filing of Notice of Exemption.
- Status as of October 28, 2024: Waiting for final updates from consultant. IFB planned for November pending budget.
- Status as of December 19, 2024: IFB was issued December 9, 2024. A pre-bid conference is being held December 19, 2024. Bids are due January 9, 2025.
- Status as of January 16, 2025: Staff is responding to bidders' questions, bids due February 3, 2025.
- Status as of February 20, 2025: Bids were received February 3, 2025. Staff is reviewing the bids.
- Status as of March 20, 2025: No update
- Status as of April 21, 2025: Supplemental agreement to extend grant deadline on City Council agenda for April 15, 2025. Notice of Intent to Award issued April 8, 2025. Project award on agenda for May 6, 2025, City Council meeting.
- Status as of May 22, 2025: Agenda item for award of construction pushed back to June 3, 2025, City Council meeting.
- **Status as of June 18, 2025:** No update

- <u>PW1667: TRAFFIC SIGNAL IMPROVEMENT AT AVALON BLVD. & GARDENA BLVD.</u>
  - Location: Intersection of Avalon Blvd and Gardena Blvd
  - Description: Traffic signal upgrade design to include protected left-turn phasing for north-south traffic.
  - Budget: $500,000
  - Status: DESIGN
    - Status as of October 26, 2023: Design Consultant to submit 100% PS&E packet. Status as of November 20, 2023: Designer is obtaining potholing. The designer will submit plans in early December. County is reviewing City's request to incorporate our design into County's Avalon TSSP project design.
    - Status as of January 17, 2024: Design complete. The city has accepted the package. Sent to County, who will be preparing a revised signal design.
    - Status as of February 7, 2024: County preparing update to design to insert into upcoming City procurement.
  - Status as of March 13, 2024: No update
  - Status as of April 18, 2024: No update

- Status as of May 20, 2024: No update
- Status as of June 20, 2024**:** Received County's revised signal design; comments returned to County for final incorporation**.**
- Status as of July 25, 2024: No update
- Status of August 26, 2024: Received final plans from County. Reviewing and compiling bid package.
- Status as of September 18, 2024: Staff preparing bid package, awaiting filing of Notice of Exemption
- Status as of October 28, 2024: Notice of exemption filed, IFB anticipated in November pending budget.
- Status as of December 19, 2024: IFB was issued November 7, 2024. The bidding closed on December 12, 2024. Staff are reviewing and evaluating the bids.
- Status as of January 16, 2025: Staff are reviewing bids.
- Status as of February 20, 2025: Staff are reviewing reference for the low bidder.
- Status as of March 20, 2025: Staff report prepared to award construction contract, anticipated for April 15, 2025, City Council meeting.
- Status as of April 21, 2025: Award of construction contract anticipated for May 6, 2025, City Council Meeting.
- Status as of May 22, 2025: Staff is working with the contractor to execute the contract.
- **Status as of June 18, 2025:** No update

- PW1784: CENTRAL AVE. AT UNIVERSITY DR. TRAFFIC SIGNAL IMPROVEMENT
  - Location: Intersection of Central Avenue and University Drive.
  - Description: Installation of left turn arrows at existing signalized intersection
  - Budget: $640,000
  - Status: DESIGN
    - Consultant preparing 60% plans.
    - Status of August 26, 2024: Consultant submitted 60% plans and City reviewing. Working through design issues with placement of new signal poles.
    - Status as of September 18, 2024: City provided 60% comments. Consultant revising plans, 90% anticipated in November.
    - Status as of December 19, 2024: Consultant presented change order due to additional potholing and redesign of southwest quadrant. Staff are reviewing.
    - Status as of January 16, 2025: No update
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: Change order was approved and Notice to Proceed on additional scope was issued March 5, 2025.
    - Status as of April 21, 2025: Revised 90% design submitted and plans are in plan check.
    - Status as of May 22, 2025: No update
    - **Status as of June 18, 2025:** No update

Summary of All Traffic Signal Projects:

Location/Intersection	Construction Start Date	Anticipated Construction Completion Date
PW 1667-Avalon Blvd at Gardena Blvd	MAY 2025	TBD
PW 1649-Avalon Blvd at Victoria Ave	JUNE 2025	TBD

PW 1784- Central Ave at University Dr	In Design	TBD
Del Amo Blvd at Vermont Ave	In Design	TBD
PW 1647-Del Amo Blvd at Figueroa St	In Design	TBD
PW 1647 Del Amo Blvd at Hamilton Ave	In-Design	TBD
PW 1736 Dolores St. at 223rd St.	(CIP 24-25 Design)	
PW 1647 Hamilton Ave at I-110 SB On/Off-ramps	In Design	TBD
PW 1657-Main St at 220th St	MAY 2025	TBD
PW 1649 -Main St at 223rd St	JUNE 2025	TBD
PW 1657-Main St at Albertoni St	MAY 2025	TBD
PW 1649-Main St at Sepulveda Blvd	JUNE 2025	TBD
PW1657-Main St at Victoria St	MAY 2025	TBD
PW 1647-Main St. at I 405 NB On-ramp	In Design	TBD
PW 1647-Main St. at I 405 NB Off-ramp	In Design	TBD
PW 1657-Figueroa St at 223rd St	MAY 2025	TBD
PW 1657-Figueroa St at 234th St	MAY 2025	TBD
PW 1647-Figueroa St at I-110 NB on/off ramps	In Design	TBD
PW 1649-Figueroa St at Torrance Blvd	JUNE 2025	TBD
PW 1657-Figueroa St at Victoria St	MAY 2025	TBD

* Delays due to long-lead items and supply chain issues

Stormwater Improvements

- PW1682: STORMWATER FACILITIES & IMPLEMENTATION PLAN
  - Location: Citywide
  - Description: Developing a plan to identify potential new stormwater facilities that are needed for compliance with the City's National Pollutant Discharge Elimination Systems (NPDES) permit. Ensures that we have clean water in our local waterbodies and helps with climate resiliency through water capture and pre-treatment and reduces our impact on the oceans. To also update the Enhanced Watershed Management Plan, which is a document that is used to maintain compliance with the City's NPDES permit. This is needed to keep up to date with permits from the State.
  - Current Phase: PLAN DEVELOPMENT AND SITE SELECTION
    - The first project identified is the Stevenson Park Stormwater Capture Facility. The team has already reached out to Los Angeles County Sanitation to perform a sewer area study and is working on getting funding. The team must also gain approval from the Flood Control District before moving forward with an application next fiscal year. We have been informed that applications for future funding may be paused for this year.
    - The consultant has identified BMPs for the Gardena, Main and Avalon Green Street Improvement task that were added to the amended contract in June. 60%

of the design has been completed and the project is pending a geotechnical review. We are negotiating and looking for potential funding to provide survey and geotechnical work. Design is paused until this can be executed.

- Status as of January 22, 2024: The team is conducting outreach to the Mayor in February to help promote understanding and to gain feedback on potential stormwater facilities and compliance with the MS4 permit. They will also reach out to several other officials.
- Status as of February 21, 2024: The team is conducting outreach to stakeholders throughout the city to inform them of the Plan. They are also revising several aspects of the scoring to provide a better assessment of possible stormwater facilities.
- Status as of March 20, 2024: The consultant is preparing for outreach to City Council members and other stakeholders, outreach materials and content will be reviewed when submitted. The consultant is also planning on completing the Facilities Plan by the end of May.
- Status as of April 23, 2024: The consultant is working on finalizing a prioritization of all stormwater BMPs in the coming months.
- Status as of May 20, 2024: No update
- Status as of June 20, 2024: The consultant expects to submit a completed draft master plan by the end of the month.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: The plan has been completed, a workshop will be planned to present the potential projects to City staff and inform feedback on moving forward with any projects.
- Status as of October 30, 2024: Workshop has been completed, and two projects will be selected for grant funding opportunities
- Status as of December 19, 2024: Consultant has begun work on Green Streets design and technical resource applications.
- Status as of January 16, 2025: Selecting two projects to submit for grant funding.
- Status as of February 20, 2025: Two projects selected – pursuing dry wells and have contacted LA County Parks for a project at Victoria Park.
- Status as of March 20, 2025: Began work with application for dry wells project.
- Status as of April 21, 2025: Consultant has begun working on applications for the two projects and a submittal is expected by July 2025.
- Status as of May 22, 2025: Draft applications received from consultant are being reviewed by staff.
- **Status as of June 18, 2025:** No update

- <u>PW1776 CALAS PARK STORMWATER SUPPLEMENTAL ENVIRONMENTAL PROJECT</u>
  - Location: Calas Park
  - Description: Joint project with Los Angeles County Sanitation Districts to construct a stormwater treatment and capture facility. This project will divert water from the storm drain and allow it to be cleaned and/or reused in the park while also improving park facilities.
  - Current Phase: Request for Proposals to perform design services.

- Status as of March 20, 2024: The RFP is out for bid and bids should be received by next month, with a selection in May.
- Status as of April 23, 2024: We are on schedule with the RFP. A pre-proposal meeting was conducted with 30 attendees. The bid opening will be in early May with interviews the following week if needed.
- Status as of May 20, 2024: No update.
- Status as of June 20, 2024: The project is set to be awarded in July and will go on the City Council's agenda. The company selected is Craftwater Engineering.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: Craftwater Engineering has begun pre-design for the project and the contract is in the process of being executed.
- Status as of October 30, 2024: Preliminary design has been completed and the project is ready for 30% design to begin, scheduled to be completed in December.
- Status as of December 19, 2024: 30% Design submitted for review in January.
- Status as of January 16, 2025: Comments being submitted in one week. The design workshop was completed on January 16, 2025.
- Status as of February 20, 2025: Project has begun CEQA process and consultant is working on the 60% design.
- Status as of March 20, 2025: 60% Design scheduled for delivery and review.
- Status as of April 21, 2025: Comments returned to the consultant. Work continues to progress towards 90% design.
- Status as of May 22, 2025: Consultant has submitted the 90% design. This will be reviewed in June 2025.
- **Status as of June 18, 2025:** No update

- PW1676 STORMWATER GREEN STREET ENGINEERING, DESIGN & IMPLEMTATION
  - Location: Gardena and Main Street
  - Description: Stormwater treatment project to construct tree wells and a dry well on Gardena and Main Street, which will filter and clean water from the streets.
  - Current Phase: In Design
  - Status as of January 16, 2025: Consultant is performing geotechnical and survey work to establish design parameters.
  - Status as of February 20, 2025: Geotechnical work has been completed and 60% design is underway.
  - Status as of March 20, 2025**:** Completing survey and 60% design expected.
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - **Status as of June 18, 2025:** No update

Bike Lane Projects

- PW1451 & 1452: BIKE LANE INSTALLATION
  - Location: Figueroa Street, Main Street, Victoria Street, and Carson Street. University Drive, Avalon Boulevard, Central Avenue, Del Amo Boulevard, and 223rd Street.
  - Description: Design and construction of bike lane facilities
  - Budget: PW1451 = $4,900,000.00; PW1452 = $4,900,000.00

- Current Phase: DESIGN AND PERMITTING
  - Final design plan review to be completed in January 2024
  - Status as of October 26, 2023: Metro Measure M funding awarded and programmed for construction phase.
  - Status as of November 20, 2023: Working with Metro on funding agreement for Measure M funds.
- Status as of December 29, 2023: Working with Caltrans Local Assistance to confirm the revised funding plan including Metro funds and City match.
- Status as of January 17, 2024: Resubmitted with additional Caltrans requirements.
- Status as of February 7, 2024: City performing design review to coordinate with other CIP projects.
- Status as of March 13, 2024: No update
- Status as of April 18, 2024: Consultant updating final plans package to incorporate other City projects, updates to Federal MUTCD.
- Status as of May 15, 2024: LACMTA funding agreements scheduled for the May 22, 2024, City Council Agenda. Working with Caltrans to submit necessary forms to authorize construction funding.
- Status as of June 20, 2024: Working with Caltrans on necessary forms to authorize construction funding and FHWA review/approval of Carson's PLA**.**
- Status as of July 25, 2024: Meeting tentatively scheduled with Caltrans to discuss delivery options.
- Status of August 26, 2024: Received tentative direction from Caltrans on City's project delivery and packaging plan. Confirmed that Metro also accepts this approach. Caltrans is agreeable to convert some Federal-Aid funds to State funds which will reduce the paperwork burden on CIP projects that use the new striping design. Project will be bid in 3 parts: 1) Median modifications and lighting relocation, 2) Federal-Aid signing and striping for projects not already in CIP (also not subject to PLA), and 3) individual signing and striping sheets for CIP projects to be implemented over this fiscal year and the next two (2) fiscal years prior to 2028 Olympics. The city is waiting for final confirmation from Caltrans on this plan.
- Status as of September 18, 2024: City awaiting final plans for each of 3 packages. Anticipated City Council approval date 10/15/24.
- Status as of October 28, 2024: Anticipated City Council approval date 11/19/24.
- Status as of December 19, 2024: RFA for construction of Federal project was submitted on December 11, 2024.
- Status as of January 16, 2025: City received letter from CPUC regarding their opinion that a GO 88-B permit is required for striping a bike lane near railroad crossings. Staff reviewing options and potential response. Caltrans returned RFA-CON as incomplete – Staff forwarded rejection to consultant for rework. The consultant presented supplemental scope and fee for reworking RFA-CON, which the city has rejected as this rework is considered within scope.
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: Submitted revised RFA-CON package. Received additional comments from Caltrans.
- Status as of April 21, 2025: Caltrans returned RFA-CON package for additional corrections. Staff preparing resubmittal. LA County provided comments on street lighting design. Consultant updating plans.

- Status as of May 22, 2025: Staff resubmitted RFA-CON package with corrections on May 8, 2025.
- **Status as of June 18, 2025:** No update

- PW1490 & 1600: DOMINGUEZ CHANNEL BIKE PATH INSTALLATION PHASES I & II
  - Location – Phase I: Main Street to Avalon Boulevard
  - Location – Phase II: Avalon Boulevard to Carson St.
  - Description: Installation of Bike path along Dominguez Channel
  - Budget: $9,000,000.00 (PW1490); $5,500,000.00 (PW1600)
  - Current Phase: DESIGN AND PERMITTING
    - As a result of the redesign to address safety concerns, the City is working with Metro requesting additional funding and a time extension.
    - Status as of October 26, 2023: Consultant to continue design with modified scope.
    - Status as of November 20, 2023: Consultant to continue design with modified scope.
    - Status as of December 29, 2023**:** Consultant contract amendment approved, awaiting signed amendment in mail to issue task order.
    - Status as of January 17, 2024: Awaiting signed task order memo to issue task order Notice to Proceed.
    - Status as of February 7, 2024: Notice to proceed on Task Order was issued, working with LA County DPW to obtain permit to conduct survey work for design.
    - Status as of March 13, 2024: LA County DPW permit obtained, survey work to begin this month.
    - Status as of April 18, 2024: Seeking a meeting with LA County to review geotechnical scope, waiting for communication from LA County as to who is reviewing.
    - Status of May 15, 2024: Met with LA County to review structural and geotechnical questions, working with LA County Flood District through permit requirements for various subcontractors' scope of work.
    - Status as of June 20, 2024: Biological survey to be conducted this month.
    - Status as of July 25, 2024: Biological survey is complete. The consultant is working on civil plans. Consultant submitted permit for geotechnical borings which is pending LA County review and approval. Conducted coordination meeting with County on Greenway project status, City's needs from County.
    - Status of August 26, 2024: Conducted meeting with County to discuss Geotechnical exploratory permit pending LA County review. The county should have comments on permit in September.
    - Status as of September 18, 2024: Continued coordination with County on Greenway parklet plans, permit still pending LA County review and approval.
    - Status as of October 28, 2024: Geotech field work complete, awaiting soils report for structural and civil design. Continued coordination with County on Greenway parklet plans
    - Status as of December 19, 2024: Staff reviewing soils report. Consultant has begun structural design.
    - Status as of January 16, 2025: Structural and civil designs are ongoing. Coordination with LA County is ongoing for review of structural elements and for coordination within the parklet area.
    - Status as of February 20, 2025: Structural and civil designs are ongoing. Staff and Consultant met with LA County team January 28, 2025, to discuss structural design approach. The consultant is collaborating with LA County designer on the parklet area.

- Status as of March 20, 2025: Staff and consultant to meet again with LA County on March 20, 2025 (today) to discuss approach for design and whether a design-build approach could be reviewable for LA County.
- Status as of April 21, 2025: City soliciting an on-call environmental consultant for review of Initial Study and permitting work. Designer working on structural plans for underpasses and coordinating with LA County on Del Amo parklet area.
- Status as of May 22, 2025: Staff working with Community Development to issue Task Order for on-call environmental consultant.
- **Status as of June 18, 2025:** No update

- PW1534: ACTIVE TRANSPORTATION PROGRAM – SANTA FE BIKE LANE
  - Location: Santa Fe Ave and City-wide
  - Description: Construct bike lane on Santa Fe Ave; install curb ramps city-wide; install speed feedback signs city-wide; install crosswalks city-wide; install pedestrian push buttons and countdown heads city-wide
  - Budget: $3,491,000
  - Status: DESIGN
    - Status as of December 29, 2023: Working with Caltrans to program allocation request.
    - Status as of January 17, 2024: Resubmitted with additional Caltrans requirements.
    - Status as of February 7, 2024: No update
    - Status as of March 13, 2024: On CTC March Agenda for allocation.
    - Status as of April 18, 2024: CTC allocated funds for plan update. Program supplement agreement scheduled for May 21, 2024, City Council Meeting Agenda.
    - Status as of May 20, 2024: No update.
    - Status as of June 20, 2024: Received approved finance letter from Caltrans for PA&ED phase. City reviewing procurement options for this project to complete design.
    - Status as of July 25, 2024**:** No update
    - Status as of September 18, 2024: Design to be advertised to include curb ramp design, median nose cuts, and other Community-Wide Safety Improvements that were approved in this grant. Project will then be bid as one construction package, which will include already completed Santa Fe Bike Lane design.
    - Status as of October 28, 2024: No update.
    - Status as of December 19, 2024: No update
    - Status as of January 16, 2025: No update
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: Drafting RFP
    - Status as of April 21, 2025: No update
    - Status as of May 22, 2025: No update
    - **Status as of June 18, 2025:** No update

Park Improvements

- PW 1368: CARRIAGE CREST PARK REDEVELOPMENT
  - Location: Carriage Crest Park

- Description: Improve site condition of existing park and develop newly acquired 10-acre parcel for new athletic ballfields (baseball & soccer) with a new dog park, installation of all-abilities playground, renovation to the existing building, construction of new picnic shelters, concession stand, restroom, and walking path.
- Status: DESIGN
    - Kick off meeting with the designer was conducted in early May to establish a project schedule and verify City's goals & objectives that shall be included in the design.
    - Funds were appropriated by City Council at the June 6, 2023, meeting for the discrepancy of the design cost due to the incorrect amount at the award of design on February 21, 2023, City Council meeting.
    - Designer (RJM) completed the land survey of the site.
    - It was discovered by Leighton Associates that further soil testing is needed, which is beyond the current scope of work. The extended scope will require a council agenda item to increase costs and amend the scope of work.
    - Staff are still waiting for the fully executed contract to be provided to RJM. The consultant is working in good faith so that the City will issue a purchase order along with the fully executed contract.
    - RJM is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
    - Status as of October 26, 2023: In progress; concept to be presented to Council by P&R.
    - Status as of November 27, 2023: Designer advised to move forward with the concept design to construction documents design phase. Review of first plan submittals is estimated for December.
    - Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designers for them to address and include in next submittal (90% Submittal)
    - Status as of January 22, 2024: Designer discovered a 69" RCP Storm drain system within a 13-ft easement, owned/maintained by LA County Department of Public Works. City must apply to LACDPW which may allow the City to build on/over said drainage system. If not allowed, the approved layout will need to be reconfigured due to the anticipated restrictions by LACDPW.
    - Status as of March 20, 2024: RJM submitted 90% of construction plans. Staff reviewing designs in detail.
        - City staff is waiting for LA County's directions about the 69" RCP under a 13-ft easement that has proposed improvements on it.
        - City staff are waiting for KOA to provide updated traffic study.
        - City staff are waiting for a report from Leighton Consulting to identify soil removal due to contamination.
    - Status as of April 29, 2024:
        - The County provided comments for improvements within the easement. They have requested exhibits with details.

- Traffic Study is complete and warrants a new signal for ingress & egress at the new parking lot towards the southeasterly section of the park.
- Leighton has unofficially informed us that there is minimal soil that is considered contaminated. They are verifying the lab results to determine if removal is necessary based on the low detection results.
- Staff provided comments on 90% to the designer.

- Status as of May 23, 2024:
  - Submitted Exhibits per County's requirements. County added items to submit (beyond previous requirements). Designer preparing additional exhibits and scheduled to submit to County by end of May (delayed 3 weeks).
  - Completion of design is contingent on County's approval of proposed work over LA County's Storm Drain easement. LA County's review is a minimum of five (5) weeks from the latest submittal. Estimated response from County is early July.
  - The newly estimated design completion is early August.
- Status as of June 24, 2024
  - Received comments back from LA County regarding encroachment to easement. Designer to address the last set of comments and expect approval from LA County by early July.
  - Additional soil boring is required in the area where the park marquee sign will be placed. Consultant requesting additional compensation since this is beyond the scope of work.
  - Staff recently received PO for C-Below for exploration of existing petroleum utilities towards the easterly side of the property. Staff is coordinating work with the contractor to be completed by early July. Data will be shared with the consultant to verify any conflicts with proposed improvements.
  - Staff is working with the designer to complete plans by the third week of July for bid advertising.
- Status as of July 25, 2024
  - CEQA approved and project PS&E are ready to be advertised.
  - Invitation for Formal Bids is posted to solicit bids on July 25, 2024.
- Status as of August 26, 2024
  - A pre-bid meeting was conducted to clearly inform interested bidders of the accelerated schedule and high expectations for the project.
  - Several questions were submitted by interested bidders which resulted in a couple addendums. All responses and addendums were provided to the contractor at the appropriate time.
  - Bid opening is scheduled for September 4, 2024.
- Status as of September 23, 2024
  - Bids opened and construction project is recommended to be awarded on the 10/1/24 City Council Mtg.
  - If awarded construction is estimated to start early November to have approximately 9 months of construction

- Status as of October 30, 2024
    - Construction Contract was awarded to Urban Habitat for $23M. Staff immediately circulated the contract for execution.
    - A preconstruction meeting is tentatively set for November 6th in anticipation of issuance of the Purchase Order by end of October.
    - Staff working closely with designers and building and safety for issuance of grading permits. A SWPPP to be provided by the contractor prior to issuance of the Grading Permit. The SWPPP is also required to obtain a WDID from the State website, also as part of the grading permit requirements.
    - Staff is soliciting service from an Environmental Engineering firm to locate an abandoned oilwell. The scope will also involve a leak test and mitigation plans, if necessary.
- Status as of December 19, 2024
    - The city secured services from an environmental engineering firm to research the existing oil well and exploration of the well is underway.
    - Contracts were circulated and approved and a requisition for a purchase order was submitted.
    - The Building Official was adamant that the designer fill and/or sign “Forms A and B”. However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented with an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
    - The city’s labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
- Status as of January 16, 2025
    - Pre-con meetings started
    - Demo permit received
    - Contractors mobilized and installed their storage containers
    - Fencing at site perimeter was installed
    - De-grubbing commenced
    - Removal of existing park equipment started
    - Site investigation of nursery began
    - Methane Investigations are underway
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: Public Safety and Public Works were notified of graffiti on the wall of one of the buildings at Carriage Crest Park (CCP). The contractor will continue grading in the expansion area while the asphalt and concrete issues in that area are resolved. We are also working with the PRC prefab building vendor to incorporate the methane mitigation retrofit measure and obtain approval from Building and Safety. The switchgear lead time is approximately 12 months, and we

are working with the contractor to identify alternative solutions to energize the park before project completion.
    - Status as of April 21, 2025: Nursery/expansion work started last week and will continue through the end of April. Musco footings, monument sign, and retaining wall work are ongoing. Electrical trench and conduit installation began on April 14, 2025, and is in progress.
    - Status as of May 22, 2025: Ongoing construction: over-excavation is in progress. We are encountering numerous pipelines and underground materials and facilities that were not shown in the as-builts.
    - **Status as of June 18, 2025:** No update

- PW1515: CARRIAGE CREST PARK STORMWATER CAPTURE-
    - Location: Northeast corner of Sepulveda and Figueroa St.
    - Description: Installation of Stormwater chambers to capture and divert stormwater to Los Angeles County Sanitation District. This water will be used to augment the reclaimed water for regional use. This type of stormwater project is the first of its kind in California.
    - Status as of December 21, 2023: CONSTRUCTION IN PROGRESS
        - Plans sent over to OHL to provide an estimate on field re-grading and sump pumps in the vaults.
        - OHL gathering materials and authorization to complete Punch List.
    - Remaining Punch List Items: funds are being added on the November 7th Staff Report.
    - OHL has the parts at the Yard and is getting ready to start.
    - Working on scheduling for restarting this project with OHL
    - Dave Piece doesn't have the budget for his staff to do inspections; he is reaching out to Tetra-tech for help with inspection and Project Management.
    - Working with OHL to sign Amendment No.1
    - Status as of April 24, 2024: Terminating contract with OHL for convenience and working with the Sanitation District to bring project to functional status.
    - Status as of May 20, 2024: No update
    - Status as of June 24, 2024: Going to council to accept the O&M agreement from the LA County Sanitation District.
    - Status as of July 25, 2024: No update
    - Status as of October 30, 2024: Los Angeles Sanitation district is working on Punch List items, anticipated completion Mid- December.
    - Status as of December 19, 2024: No update
    - Status as of January 16, 2025: Los Angeles Sanitation District is completing the punch list items for commissioning.
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: No update
    - Status as of April 21, 2025: Work is nearing completion. The LA County Sanitation District is expected to be completed by the first week in May.
    - Status as of May 22, 2025: On-going construction: Dugout chain-link installation has been completed on ball fields 1 and 2. Grading at the picnic area is ongoing. Trenches are open and ready for conduit installation.
    - **Status as of June 18, 2025:** Sanitation district is expected to be complete with Punch List items by June 30th.

- PW 1610: FOISIA PARK DESIGN
    - Location: Foisia Park
    - Description: Improve site condition of the existing park with the construction of new stage area, new picnic area, shade structures and new outdoor exercise stations as well as

renovations to the athletic ballfields, playground, restrooms, concession building, marquee sign and parking lot

- Status: DESIGN
  - A kick-off meeting with designer was conducted in early May to establish project schedule and verify City's goals & objectives that shall be included in the design.
  - A job walk with staff and designer (ADL) was conducted on June 14, 2023. The job walk clarified and defined the project's objectives and goals. The Community Services Director and Superintendent were in attendance and provided clear information to the designer with components and features that should be considered for the improvements.
  - ADL is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
- Status as of October 26, 2023: In progress; concept to be presented to Council by P&R.
- Status as of November 27, 2023: Designer has been advised to move forward with the concept design to construction documents design phase. Review of 1st plan submittals is estimated for December.
- Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designers for them to address and include in next submittal (90% Submittal)
- Status as of March 20, 2024: Concept plan modified to include artwork near the front of the park.
  - The designer is also proposing a concept for a front park marquee sign.
  - 90% of the plans are scheduled to be submitted March 20, 2024.
- Status as of April 29, 2024: Staff reviewed 90% of submittals. Designer to provide Estimate & Specifications. Advertise for Construction Bid is estimated to be published in June 2024.
- Status as of May 23, 2024:
  - The designer recently brought our attention to the replacement of electrical switchgear that has outlived its service life. The estimated lead time for the switchgear is 45 weeks from the time of order. The electrical service to the facility needs to be modified for the new switchgear and brought up to compliance with current SCE standards. A pod-mounted transformer shall be installed near the existing power pole (main power source)
  - The designer is wrapping up the design and preparing 100%PS&E for advertising tentatively scheduled June 6, 2024.
- Status as of June 24, 2024
  - Pre-Bid conference will be held on June 18, 2024.
  - An addendum will be sent to address a few items that need further details.
  - Bid opening due July 3, 2024.
- Status as of July 25, 2024
  - Bids were opened on July 8, 2024
  - Apparently lowest bidder was reviewed, and references were checked and was found to be a qualified contractor with a bid of $9.9M.

- On July 18, 2024, apparently the lowest bidder requested their bid be withdrawn. After further discussions with the contractor and a review of the public contract code with the City Attorney's office, the contractor is continuing to pursue the withdrawal of their bid. All details of the bids and withdrawal of bids have been forwarded to the Director of Public Works for direction.

- Status as of August 26, 2024
  - After a review of the bids, the lowest responsive responsible bidder was identified. Staff prepared an agenda item to award the construction contract to Environmental Construction Inc (ECI). A week later ECI submitted an official request to *withdraw bids*. The 2nd lowest bidder was further evaluated and was eventually concluded to be the "lowest responsive responsible" bidder. Staff to present Award of Contract to PUB Construction Inc for $12,757,062 at the September 17, 2024, City Council meeting.
- Status as of September 23, 2024
  - Project was awarded on the September 17th City Council Mtg to PUB Construction in the amount of $12,757,062. Contracts are routed for signature. Soon after the contract has been approved by the City Attorney, Mayor and City Clerk, it will be routed to Finance for issuance of Purchase Order.
  - Pre-construction meeting will be scheduled soon after PO is issued and followed by start of construction (Notice to Proceed)
- Status as of October 30, 2024
  - Construction Contract was awarded PUB Construction for $12M.
  - A preconstruction meeting is tentatively set for mid-November in anticipation of issuance of the Purchase Order by early November.
- Status as of December 19, 2024
  - Contracts were circulated and approved. The issuance of a purchase order is contingent upon the correction of account numbers, listed in the Public Works council agenda item.
  - Engineering staff were instructed to release the Notice to Proceed (NTP), ahead of the issuance of the Purchase Order.
  - The Building Official was adamant that the designer fill and/or sign "Forms A and B". However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented with an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
  - The city's labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
- Status as of January 16, 2025
  - Pre-con meetings started
  - Demo permit received
  - Contractor mobilized and installed their site trailer

        - Fencing at site perimeter and interior was installed
        - De-grubbing commenced
        - Removal of park equipment commenced
    - Status as of February 20, 2025:
        - Continued grading throughout the site
    - Status as of March 20, 2025: Grading continues throughout the site. Electrical underground work is ongoing along with irrigation trenching. Coordinating with the contractor to update electrical as-builts, as the existing as-builts do not match the current site conditions.
    - Status as of April 21, 2025: Musco lights and site lighting work is ongoing. Irrigation line work continues. Pressure tests are ongoing. Seat walls work is ongoing. Ball field # three (3) work is on-going.
    - Status as of May 22, 2025: No update
    - **Status as of June 18, 2025:** No update

- <u>PW 1636: MILLS PARK DESIGN</u>
    - Location: Mills Park
    - Description: Improve site condition of the existing park with construction of new splash pad, outdoor restroom, and an outdoor full-court basketball area as well as renovations to picnic areas, installation of shade structures, marquee sign and parking lot
    - Status: AWARD CONTRACT
        - Six (6) proposals were received in April.
        - Staff reviewed and evaluated all proposals.
        - Negotiations and discussions with the potential design consultant will be finalized by the end of May.
        - Staff to award design contract tentatively scheduled for June 20th Council meeting.
        - The City Council approved the award of Design Services on June 20th CC mtg to David Volz Design (DVD). Contracts have been sent to DVD for execution.
        - Staff is waiting for fully executed contract along with issuance of purchase order to have the Kick-Off meeting with designer.
    - Status as of October 26, 2023: Purchase order issued; Design Kick-Off Meeting conducted on October 24, 2023.
    - Status as of November 27, 2023: Conducted a Kick-Off meeting with designer to discuss details and expectations for improvements at the park.
    - Status as of January 22, 2024: Concept plans were provided by designer. Staff had further comments on the proposed improvements to the building. Staff will be discussing the details with the designer prior to the start of construction plans.
    - Status as of March 20, 2024: Designer has provided a 4th version of the concept. This will be the concept they will use to start preparing for construction plans. There's a high probability that additional scope and cost will be requested by the designer due to the scope of work being broadened.
    - Status as of April 29, 2024: Designer started construction plans soon after approval of concept plans. 50% plan submittal is estimated to be received in early May.
    - Status as of May 23, 2024: Designer provided 60% submittal. Staff is slightly delayed with its internal design review (two weeks)
    - Status as of June 24, 2024
        - Design of building expansion is estimated to be completed by December 2024.

- Completion of site improvements will be ahead of the building expansion.
- Staff is working with the designer to phase out construction in two stages.
- A separate scope will be provided to the architect for the expansion of the building.

- Status as of July 25, 2024
  - The concept design for façade improvements of the building were received and shared with Parks staff for review and comments.
  - Site plan improvements, 100% PS&E are in its final stage and scheduled to be advertised for bids (IFB) by early August.
- Status as of August 26, 2024
  - Mills Park Project has been divided into two separate projects. Building Renovation Improvements will be assigned a different project number from Site Improvements Project No. 1636.
  - Site improvement was advertised on August 8, 2024.
  - Prebid meeting was held on August 14, 2024.
  - Several questions were submitted by interested bidders which resulted in a couple addendums. All responses and addendums were provided to the contractor at the appropriate time.
  - Bid opening is scheduled for September 4, 2024.
  - Status as of September 23, 2024
    - Bids opened and construction project is recommended to be awarded on the 10/1/24 City Council Mtg.
    - If awarded construction is estimated to start early November to have approximately 6 months of construction
  - Status as of October 30, 2024
    - Construction Contract was awarded to MBC Enterprises for $3M. Staff immediately circulated the contract for execution.
    - A preconstruction meeting will be scheduled once the release of PO has been determined.
  - Status as of December 19, 2024
    - The Building Official was adamant that the designer fill and/or sign “Forms A and B”. However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented with an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
    - The city’s labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
- Status as of January 16, 2025
    - Revised and finalized SWPPP and determined no LID required
    - Finalizing the grading permit requirements with designer and Bldg. & Safety

- Purchase Order issued
- Pre-construction tentative for the week of Jan 20th.

- Status as of February 20, 2025:
  - Pre-Construction meeting held on January 23,2025
  - Notice to Proceed issued effective February 17, 2025, and mobilization began February 18, 2025
  - Demolition is underway
- Status as of March 20, 2025:
  - Demolition to be completed by March 21,2025.
  - Survey for rough grading & rough grading be completed by end of March
  - Soils sample testing & underground utilities & trenching through March 4, 2025.
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- **Status as of June 18, 2025:** No update

- PROJECT NO. 1795: MILLS PARK BLDG RENOVATION
  - Status as of Aug 26, 2024
    - Staff to generate a new project number for this CIP.
    - A few façade concepts were presented and discussed with Parks & Recreation. Along with the façade concepts, a few different floor plans were presented and reviewed.
    - After a few iterations of the interior floor plan and exterior facade, P&R provided approval on August 5, 2024. Designer is currently working on construction plans & specifications based on the approved concepts.
  - Status as of October 30, 2024
    - The consultant has provided 90% submittal. Staff will review for final revisions and package plans/specs for bidding.
  - Status as of December 19, 2024
    - The design consultant's previous submittal was not at 90% completion. There were several missing details. The designer is working on addressing these items as well as providing specifications to resubmit at actual 90% completion.
  - Status as of January 16, 2025
    - Progressing PS&E from 60% to 90%
    - Prepared and determined no LID required
    - Obtaining proposal for constructability review
    - Finalizing the permit requirements through designer and Bldg. & Safety
  - Status as of February 20, 2025:
    - 100% PS&E submitted by the design Consultant BOA
    - Finalize the constructability; review Task Order and, issued NTP for review
    - Constructability review currently underway
  - Status as of March 20, 2025:
    - Constructability review completed on March 6, 2025.
    - Constructability review forwarded to Design Engineer on March 6, 2025.
    - Design consultant anticipates resubmittal on March 31, 2025.
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update

- **Status as of June 18, 2025:** No update

- PROJECT NO. 1718: JAMES ANDERSON PARK
  - Location: 19101 S. Wilmington Ave.
  - Description: Accessibility upgrades that include replacing the concrete slab in front of the existing building and new asphalt paving/markings at the accessibility parking stalls.
  - Status: CONTRACTOR PROCUREMENT
    - The city received five (5) bids on May 18, 2023; apparently low bidder came in at $1,688,094.25.
  - Status as of November 27, 2023: Staff is waiting for fully executed contract along with issuance of purchase order to have the Kick-Off meeting with designer.
  - Status as of January 22, 2024: Staff are waiting for the issuance of Purchase Order prior to start of construction.
  - Status as of March 20, 2024: Purchase Order was issued, and staff immediately started coordinating start of construction with contractor. A start date was tentatively set for March 25th. But due to conflicting reservations at Anderson Park, Parks & Rec personnel ordered to halt construction until after the Jazz Festival (October).
  - Status as of April 29, 2024: Pre-Construction meeting was held on April 3, 2024, followed with a jobsite meeting the week after.
    - Contractor placed fencing around the site week of April 29, 2024, to start mobilization of equipment and materials and be prepared for construction the following week.
  - Status as of May 23, 2024:
    - Construction has started. The contractor began demolition of affected concrete walkways per plan. Estimates from the contractor have been requested for the additional scope requested by Parks & Recreation staff. Additional funds for construction may be necessary to accommodate the added scope as well as items not accounted for in the original design.
  - Status as of June 24, 2024
    - Several design discrepancies are being addressed with the designer. Additionally, we are working with the city's Public Works maintenance crews to handle some of the demolition, instead of the contractor, to avoid issuing change orders and exhausting the contingency.
  - Status as of July 25, 2024
    - Staff continue to work through several design discrepancies.
    - Approximately 300-ft of rails must be purchased because it was not part of the original scope for the contractor. Staff is soliciting quotes from various fabricators but are having difficulties finding interested vendors to provide a quote or fabricate the rails. Fabricators are expecting detailed drawings of the rails showing angles, turns, heights and depths. Staff is preparing detailed accurate cut-sheet drawings to get accurate quotes.
    - The City's Concrete crew has been helping with several portions of the concrete work to avoid additional change orders stemming from design deficiencies.
    - The City's Irrigation crew has been helping with several irrigation adjustments to avoid additional change orders stemming from design deficiencies.

        - The Contractor has poured most of the concrete work. There are three (3) remaining locations scheduled to be poured by mid-August. Minor grading and clean up to follow.
        - Staff's attempt to find resolution to a big design discrepancy of a five (5) foot grade difference is on-going. Discussions for more grading with current contractors are in motion, which may add to the cost due to additional work.
    - Status as of August 26, 2024
        - The contractor has substantially completed contract items. The only remaining item is installation of handrails. The first set of handrails were delivered by the contractor on August 22, 2024, and adjustments are needed. Contractor is scheduled to come back early September for installation.
        - Another set of rails, which were not part of contractor's scope had to be ordered separately by City staff. Rail drawing details were provided to the fabricator with instructions to accelerate production time. All rails (approx. 300-lf) are expected to be completed by mid-September. Soon thereafter, city crews will install and paint the railing.
    - Status as of September 23, 2024
        - Contractors will complete installation of the rails the week of September 23, which is the last item to consider their work complete
        - City crews will be installing the last rail in the week of September 23 and will be painted before the weekend.
        - Fence around the perimeter of the park will be removed on September 27th.
    - Status as of October 30, 2024
        - Contractor has completed all the construction.
        - The contractor's request for additional compensation for increased wages was declined by CAO. The contractor has started to file a claim.
        - Staff preparing project close-out.
    - Status as of December 19, 2024 - Complete
        - Construction has been completed.
        - Final payment has been issued.
        - Staff is preparing Notice of Completion (NOC).
    - Status as of January 16, 2025-Pending Notice of Completion
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: No update
    - Status as of April 21, 2025: No update
    - Status as of May 22, 2025: No update
    - **Status as of June 18, 2025:** No update

** On-going and maintenance related efforts at the Parks are also included within other categories below depending on the project management and type of work.*

Building Improvements

- PW1632: COMMUNITY CENTER COILING WALL
    - Location: Carson Community Center – 801 Carson St.

- Description: Removal and replacement of existing coiling wall at Community Center Hall A, B, and C. Renovations shall include, at a minimum upgrade to bring the facilities up to current standards and applicable California Building Code (CBC) standards. The project also includes upgrades to the existing lighting and sound system in Hall A, B, and C.
- Budget: $1,700,000.00
- Status as of December 21, 2023: CONTRACTOR PROCUREMENT
  - Bids Came in at $3,450,000, evaluating bids.
  - One option is to do a reduced scope to only include the walls.
  - Going to City Council on January 9, 2024.
- Status as of February 15, 2024: In conversation with the architect to divide the project into two.
- Status as of March 18, 2024: New task order being sent out to divide project into two.
- Status as of April 24, 2024: No update
- Status as of May 15, 2024: BOA has submitted a proposal for the work.
- Status as of June 24, 2024: BOA has submitted plans to Building and Safety for review, BOA has received comments back from Building and Safety and is addressing.
- Status as of July 25, 2024**:** No update
- Status as of October 30, 2024: Caltec is addressing submittal comments and issued a request for Substitution, plan to be completed with Project June 2, 2025.
- Status as of December 19, 2024: Caltech is beginning to demo on December 23,2024.
- Status as of January 16, 2025: Caltech is working through abatement and scheduling issues.
- Status as of February 20, 2025: Abatement has been completed. Contractor is currently scheduled to be done by the end of July, with the most up-to-date approved schedule.
- Status as of March 20, 2025**:** No update
- Status as of April 21, 2025: Project is currently on schedule, coiling wall has been removed. Currently working on steel structure and framing.
- Status as of May 22, 2025: Project is currently running on schedule; scheduled completion date is mid-July.
- **Status as of June 18, 2025:** Project on schedule to be completed by mid-July.

- <u>PW1662: NEW AIR FILTRATION & HVAC SYSTEMS AT CITY HALL & COMMUNITY CENTER</u>
  - Location: City Hall and Community Center
  - Description: Design-built contract to replace and/or upgrade HVAC, controls, roof at City Hall and Community Center.
  - Budget: $6,546,676.00
  - Status: COMPLETION AND CLOSEOUT
    - The contractor has submitted a mechanical punch list response on 5/23.
    - Staff expect the contractor to finalize all items by August 2023.
    - Once punch list items are completed and the final invoice is paid, staff will make a recommendation to City Council to accept the project as complete.
    - Status as of October 26, 2023: Commissioning and punch list are pending new proposal from ALM.
    - Status as of March 2024: Currently, both the contractor and city staff are working to finalize punch list items in an acceptable manner.
    - Status as of April 24, 2024: No update
    - Status as of May 20, 2024: No update

    - Status as of July 25, 2024**:** Waiting on the contractor to provide a schedule for the repair of one AHU motor. Commissioning initial report received on July 25, 2024.
    - Status as of August 26, 2024: No update
    - Status as of October 30, 2024: Contractor working with B&S to close out the permit.
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025**:** No update
  - Status as of February 20, 2025: If the contractor closes out the permit by February 27, 2025, the project will be presented to the Council for acceptance at the first meeting in March.
  - Status as of March 20, 2025: The contractor is still working on MCH forms and obtaining B&S approval to close the permit.
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: Balancer and controls team to complete the final MCH Form 2 for AHU-1 and AHU-5 this week.
  - **Status as of June 18, 2025:** No update

- <u>PW1693: ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (SCE CHARGE READY PROGRAM)</u>
  - Location: 10 City Parks and Corporate Yard
  - Description: Install 126 EV Chargers in City Parks and at the Corporate Yard
  - Budget: City staff labor to Project Manage, but no capital fund costs to City
  - Current Phase: DESIGN / PLAN CHECK
  - Status as of June 22, 2023: Staff is reviewing easement documents and exhibits.
  - Status as of July 19, 2023: No Update
  - Status as of August 17, 2023: No Update
  - Status as of September 21, 2023: Plans have been approved by Building and Safety for Veterans Park, Dominguez Park, Carriage Crest Park, and Carson Park.
  - Status as of November 20, 2023: Staff has reviewed all easement documents, conveyance letters and plans received to date.
  - Status as of January 3, 2024: No update
  - Status as of January 22, 2024: No update
  - Status as of February 15, 2024: No Update
  - Status as of March 19, 2024: No Update. Staff reviewed all plans and easement documents to date.
  - Status as of April 24, 2024: Staff participated in the pre-construction meeting for Veterans Park on April 23, 2024. Veterans Park construction is expected to begin on April 29, 2024, or May 6, 2024.
  - Status as of May 20, 2024: No update
  - Status as of August 26, 2024**:** No update
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: Compliant MCH-2 forms have been submitted to Building and Safety. The remaining MCH forms will be submitted after the project is closed out.
  - Status as of May 22, 2025: No update
  - **Status as of June 18, 2025:** No update

Electric Vehicle Charging Infrastructure Location	Construction Start Date	Anticipated Construction Completion Date
Veterans Park	Plan Review	TBD
Dominguez Park	Plan Review	TBD
Anderson Park	Submitted to Plan Check	TBD
Corporate Yard 1	Plan Review	TBD
Corporate Yard 2	In Design	TBD
Carriage Crest Park	Plan Review	TBD
Carson Park	Plan Review	TBD
Dolphin Park	Plan Review	TBD
Stevens Park	Plan Review	TBD
Hemmingway Park	Plan Review	TBD
Hemmingway Aquatic Center	Plan Review	TBD

- PW1720: ELEVATORS AT CITY HALL AND COMMUNITY CENTER
  - Location: City-Hall and Community Center
  - Description: Refurbish and Modernize Elevators at the Community Center and City Hall due to end-of-service life and maintainability. Elevators will be out of service during the active repair work for a duration of less than three months.
  - Status: CONSTRUCTION IN PROGRESS
    - Contracts for construction are being routed for signatures.
    - Working with vendors to meet the insurance requirements.
    - Status as of October 26, 2023: Plans were approved by Building and Safety on 7/28/23. Staff is preparing bid documents and is planning to advertise project by November 2023.
  - Status as of April 24, 2024: No update
  - Status as of May 20, 2024: No update
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: No update
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - **Status as of June 18, 2025:** No update

- PW 1726/1727: COMMUNITY CENTER COURTYARD & EAST PARKING LOT
  - Location: Community Event Center
  - Description: Construction of Courtyard, outdoor amphitheater stage, wedding venues and installation of shade structures.
  - Status: DESIGN
    - Kick off meeting with the designer was conducted in early May to establish a project schedule and verify the City's goals & objectives that shall be included in the design.

- A job walk with staff and designer (ADL) was conducted on June 6, 2023. The job walk clarified and defined the project's objectives and goals. Community Services Superintendent and Supervisor were very informative to the designer with components and features that should be considered for the improvements.
- ADL is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
- Status as of November 27, 2023: Designer has been advised to move forward with the concept design to construction documents design phase. Review of 1st plan submittals is estimated for December.
- Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designers to address and include in next submittal (90% Submittal)
- Status as of March 20, 2024: 90% of the Plans were submitted and currently in review by Engineering, Maintenance, Building and Safety and Planning.
- Status as of April 29, 2024:
  - Staff returned 90% back to designer. The plans were missing information and staff deemed it to be at 60% level rather than 90% completion.
  - The designer is expected to resubmit it in early May.
  - Project is estimated to advertise for bidding around mid-June.
- Status as of May 20, 2024: No update
- Status as of July 25, 2024: Bids are due to open on July 30, 2024.
- Status as of August 26, 2024
  - Bids opened on July 30, 2024, and the apparent lowest bidder withdrew bids a week later bid opening. The second lowest bidder (PCN3) was deemed responsive and responsible bidder with an amount of $9,989,558.
  - The award of construction contract is scheduled for September 17, 2024, the City Council Meeting.

- Status as of September 23, 2024
  - Project was awarded on the September 17th City Council Mtg to PCN3 Construction in the amount of $9,989,558. Contracts are routed for signature. Soon after the contract has been approved by City Atty, Mayor and City Clerk, it'll be routed to finance for issuance of Purchase Order.
  - Pre-construction mtg will be scheduled soon after PO is issued and followed by start of construction (Notice to Proceed)
- Status as of October 30, 2024
  - The Pre-construction mtg was conducted and contractor was issued a NTP effective Oct 28, 2024.
  - Contractor started to place fence around the perimeter of the work zone and have moved in the work trailer at the southerly end of the community center.
  - Project team have been reviewing various submittals provided by the contractor.
  - Application for WDID has been submitted to the State's website waiting for issuance.
- Status as of December 19, 2024

        - The Building Official was adamant that the designer fill and/or sign "Forms A and B". However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented with an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
        - The city's labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
    - Status as of January 16, 2025
        - Demolishing and hauling away construction waste
        - Finalizing the bypass system for the existing irrigation network
        - Over-excavation and rough grading-small and large courtyards
        - Rough grading and surveyor verifying rough grading- small and large courtyards
        - Marking and digging trench for UG utilities- small and large courtyards
        - Laying fabric & placing ¾" gravel- East Parking lot
        - Forming and pouring zero curb- East Parking lot
        - Installing new conduit for electrical wiring to the existing light pole- East Parking lot
    - Status as of February 20, 2025:
        - East Parking Lot installation of fabric and 3/8" aggregate as well as forming and pouring of the light pole footing, and forming rebar and pouring concrete for bollard poles, and installing pavers
        - Large courtyard venue and stage excavation for underground storm pipe installation, surveying to stake the walls.
        - Small Courtyard Venue excavation for underground storm pipe installation underway.
    - Status as of March 20, 2025:
        - East Parking Lot pavers are installed, and compaction is underway. Asphalt patching & striping to be completed by end of March
        - Small courtyard storm drains piping installation & underground electrical conduits to be completed by end of March and start of wall footing in first week of April
        - Large courtyard and venue storm drains piping installation & retaining wall footings to be completed by end of March, underground electrical conduits and shade poles footing to get underway in April.
    - Status as of April 21, 2025: No update
    - Status as of May 22, 2025: No update
    - **Status as of June 18, 2025:** No update

- <u>PROJECT 1730: MSRC – 3 EV Charging Stations at Community Center</u>
    - Location: City of Carson Community Center Parking Lot Adjacent to Accessible Parking Stalls
    - Description: Installation of three (3) EV level 2 charging stations
    - Status: PLAN CHECK
        - Preliminary design plans were completed on May 5, 2023. Plans were submitted to Building and Safety for review and approval on May 18, 2023.
    - Status as of June 22, 2023: No Update

- Status of July 19, 2023: Plans are being reviewed by building and safety for accessibility requirements. An electrical permit is not needed.
- Status as of September 21, 2023: Plans were approved by Building and Safety on 7/28/2023. Staff is working on technical provisions and other related bid documents to release bid packet.
- Status as of November 20, 2023: Staff will present Staff Report 2023-0883 on December 5, 2023, City Council Meeting to award a construction contract to Alfaro Communications Construction, Inc. Estimated construction start date is March 2024.
- Status as of January 3, 2024: Staff report 2023-0883, to award a construction contract to Alfaro, is proposed for January 9, 2024, City Council Meeting.
- Status as of January 22,2024: Staff is working on contract execution.
- Status as of February 15, 2024: Contractor is working on revising their certificate of insurance to conform to the project requirements. Contract has not been executed.
- The estimated construction start date is March 2024.
- Status as of March 19, 2024: Staff reviewing submittals. The estimated construction start date is April 2024.
- Status as of April 24, 2024: No update
- Status as of May 20, 2024: Estimated construction start date is June 2024. The staff is working with the design consultant on re-submitting addendum plans to the Building and Safety department.
- Status as of June 20, 2024: Preconstruction meeting held on June 20,2024. The estimate start is in July 2024. Estimated completion is in August 2024.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: Charging stations have been powered up. The first row of parking will need to be resurfaced to comply with ADA requirements of a max 2% slope at all accessible parking stalls. Staff is working with the contractor to activate charging stations and complete the site validation process. Pending work includes asphalt pavement resurfacing, striping, signs, handrails, charging station activation and stie validation, and electrical and ADA inspection from Building and Safety.
- Status as of October 30,2024: Contractor will finalize the parking striping on 10/31/2024. The estimated completion date is November 2024.
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: Staff will be presenting a staff report at March 4, 2025, City Council Meeting to approve Amendment No.1 and close out the project.
- Status as of March 20, 2025: Staff report for Amendment No.1 was rescheduled to the April 1, 2025, City Council Meeting. Project is complete and pending amendment approval to release final payment application and retention. Charging stations were commissioned on December 19, 2024, and have been providing charging services to city staff and the public.
- Status as of April 21, 2025: The Notice of Completion was recorded on April 14th, 2025. Staff are working with city staff to execute Amendment No. 1 to liquidate final invoice and retention.
- Status as of May 22, 2025: Construction contract retention to be released on May 22, 2025. Contract completion forms have been submitted to Finance staff.
- **Status as of June 18, 2025:** No update

- PROJECT: UNDERGROUND STORAGE TANK PROJECT
  - Location: City Hall

- Description: Repairing the underground fuel storage tank due to the secondary pipe being cracked. The backup generator remains operational, and the main fuel pipe remains in good working condition.
- Status: CONSTRUCTION IN PROGRESS
  - New fuel has been installed in the fuel tank, the fuel pump on the day tank needs to be repaired before Cummings can finalize the repairs.
- Status as of April 24, 2024: No update. The estimated construction start date is June 2024.
- Status as of May 20, 2024: No update
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: No update
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: Construction is substantially complete. Building and Safety inspected project on January 16, 2025. Contractor to finalize punch list items by end of January 2025. Staff will present contract Amendment No. 1 to City Council in February 2025 which includes a request for additional funding for work that was not part of the original bid documents.
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: No update
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- **Status as of June 18, 2025:** No update

- PW1786: CITY HALL RESTROOM AND KITCHENETTE UPGRADES
  - Status as of May 20,2024: Material palette for all restrooms and City Council break room was selected on 5/14/2024. Estimated accelerated project schedule is as follows:
    - 100% Construction Drawings — June 2024
    - Submit to Building and Safety for Plan Check — June 2024
    - Advertise — July 2024
    - Award Construction Contract — August 2024
    - Execute Contract and Issue Purchase Order — August 2024
    - Preconstruction and Material Order — August 2024
    - Relocate Staff — August 2024
    - Start Construction (2nd Floor and Council Area) — September 2024
  - Status as of June 20,2024: Plans were submitted to Building and Safety on June 12,2024. Restroom floor plans for the North, East, and South wing need to be revised to accommodate door clearance requirements.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: Staff will present Staff Report with File ID #2024-0708 on September 17, 2024, City Council Meeting to award a construction contract to Caltec Corporation. The estimated construction start date is October 2024.
  - Status as of October 30,2024: Contractor started construction on 10/30/2024. The estimated completion date is March 2025.
  - Status as of December 19, 2024**:** No update
  - Status as of January 16, 2025**:** Ongoing construction in second floor lobby restrooms with estimated completion of March 2025. The estimated construction start date on first floor North and East wing restrooms is end of March 2025. Staff is preparing contract

Amendment No. 1 to request additional funding for unforeseen conditions. Unforeseen conditions include mold remediation, asbestos abatement and air quality inspections, design modifications, improvements to existing electrical, plumbing, and framing.

- Status as of February 20, 2025: Second floor lobby restrooms estimated to be complete at end of February 2025. Construction to begin at the first floor of the North and East wing restrooms in the first week of March 2025.
- Status as of March 20, 2025: Project is currently on hold until staff is given clarification on which proposed design revisions will be approved by city management. Changing the completed toilet partitions in the second-floor lobby restrooms will include a 6-to-8-week lead time on material only, does not include installation. Re-designing the council single-person restroom, break room, and first-floor restrooms will cause further delays to the project. Staff cannot provide an updated schedule for proposed design revisions until the re-design is complete and the new finished material is selected.
- Status as of April 21, 2025: Staff have been directed to redesign the toilet compartments of the second-floor lobby restrooms. Additionally, all first-floor restrooms, council single restroom, and council break room of City Hall will be going through a redesign phase per City of Carson Mayor and city management.
- Status as of May 22, 2025: Preliminary redesign of first floor North and East wing restrooms has been completed. Preliminary redesign of the Council single restroom and break room to be completed on May 23, 2025.
- **Status as of June 18, 2025:** No update.

- PW1787: CITY HALL 2ND FLOOR CARPET UPGRADES
- Status as of May 20,2024: Staff is proposing to advertise project in August,2024. Construction will start after Project No. 1786; second floor scope of work has been completed.
  - Status as of June 20,2024: No update
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: Staff will present Staff Report with File ID #2024-0746 at September 17, 2024, City Council Meeting to award a construction contract to Rod-West Floor Covering LLC. The estimated construction start date is October 2024.
  - Status as of October 30,2024: Contractor to start resurfacing the concrete bands in November 2024 and the carpet replacement in December 2024.
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: Ongoing construction. Carpet installation at the first-floor lobby to be completed after the concrete band has been resurfaced. Selection of color and finish of concrete band is pending. The estimated project completion date is February 2025.
  - Status as of February 20, 2025: Remaining carpet and punch list items to be completed in March 2025.
  - Status as of March 20, 2025: Staff is working on punch list items with contractor. Carpet adjacent to display case will be complete by end of March 2025.
  - Status as of April 21, 2025: Contractor has completed the installation of carpet and base throughout the second floor, first-floor lobby, and the southwest stair exit corridor of City Hall. The contractor has resurfaced the concrete band throughout the first floor of City Hall. Staff are working with the contractor to address final punch list items. On April 9, 2025, staff were verbally directed to continue the carpet installation in the Council Chambers. Estimated lead time and delivery for carpet is between six - eight (6-8) weeks after shop drawing approval. Staff have directed the contractor to move forward with shop drawings

and procurement of the carpet material for the Council Chambers. The estimated carpet install date in Council Chambers is June 2025.
- Status as of May 22, 2025: Additional carpet for the Council Chambers is expected to be delivered and installed in August 2025.
- **Status as of June 18, 2025:** No update.

OPERATIONS AND MAINTENANCE DIVISION

The Operations and Maintenance (O&M) Division is the second half of Public Works' Operations at the Corporate Yard. This Division is responsible for maintaining infrastructure within the public right-of-way (ROW) to ensure public safety. Additionally, the O&M Division is responsible for environmental and hazardous waste clean-up, signage, pavement markings, striping, streets – asphalt & concrete, sidewalk sweeping, materials abatement, and construction. O&M also works with solid waste management including demolition and waste diversion, used oil collection, solid and organic waste, and streetlight maintenance/signal light malfunctions, electronic & beverage container recycling management. The assets of the Division include warehouse inventory, fleet vehicles, and heavy equipment. O&M also provides landscaping by tree trimming, ROW maintenance, median maintenance, and parkway trees. These services enable the safe use of public spaces, enhance the cleanliness of the city, and provide greenery to increase the beautification of the public ROW.

PROJECT: CONCRETE SIDEWALK GRINDING

This is an ongoing maintenance operation throughout the year for safe pedestrian travel.

- Location: Citywide
- Description: The project involves grinding sidewalks and pathways identified as requiring grinding due to uplifting or posing a hazard to pedestrians.
- In-house staff will be grinding sidewalk lifts per maintenance zones 1-7 as needed to eliminate sidewalk hazards immediately.

PROJECT: ANNUAL CITYWIDE PAVEMENT MAINTENANCE

- Status Update as of July 18, 2024
  - IFB has been re-advertised and opened bids to achieve efficiencies, as this type of paving simultaneously in all districts was the first of its kind.
- Status as of August 12, 2024: All American Asphalt was the lowest, responsible bidder in all districts 1,2,3 and 4.
- Status as of October 1, 2024
  - Four paving phases have been completed.
- Status as of October 15, 2024
  - Award of contract (consideration) Goes to City Council to All American Asphalt anticipated for 11/6/24 City Council Meeting.
- Status as of December 19, 2024
  - Consideration of Award of Contract to All American Asphalt going to City Council on January 7, 2025. Phase five anticipated to start Mid-February 2025, weather permitting.
- Status as of January 16, 2025
  - Award of contract (consideration) pending City Council approval.
  - Phase five (5) anticipated to start March/April 2025, contingent upon contract award by City Council.
- Status as of February 20, 2025:
  - Contract awarded to All American Asphalt; Phase Five anticipated to start mid to late April.

- Status as of March 20, 2025: Citywide paving is scheduled to start mid to late April.
- Status as of April 21, 2025: Phase Five is still on schedule to begin work mid to late April.
- Status as of May 22, 2025: Phase Five is currently underway. The streets for Phases Six (6) and Seven (7) have been shared with the contractor.
  Status as of June 18, 2025: Currently working on Phases 6 and 7 of the Annual Citywide Paving Maintenance Project.

- PROJECT: ANNUAL CITYWIDE CONCRETE MAINTENANCE
  - Status as of May 20, 2024: Contractor assigned a list of (backlog) priority locations to complete throughout the city.
  - Status as of June 20, 2024: Contractor is working through the backlog priority locations.
  - Status as of July 25, 2024: Preparing list of backlog locations in Districts Three (3) and Four (4) for contractor to be assigned on August 1, 2024.
  - Status as of August 26, 2024: Contractor completed previous list of locations on July 30, 2024. A new list of locations for CJ Concrete is being compiled to be sent on August 29, 2024; work is anticipated to start within two weeks from that date.
  - Status update as of Oct 10, 2024: List of locations completed in districts 1,2,3 and 4.
  - A list of new locations in districts 1, 2, 3 and 4 of (backlog) service request/work orders will be assigned to CJ Concrete anticipated for Mid-November 2024.
  - Status as of December 19, 2024: Backlog locations in Districts One (1) and Three (3) have been completed. Contractor to be assigned to Districts Two (2) and Four (4) in January 2025. A new list of locations in all four Council Districts will be provided to the contractor per the contract budget up to June 2025. The contractor will use a two-to-three-week rotation for the seven maintenance zones. Service requests for any sidewalk hazards will be addressed immediately.
  - Status as of January 16, 2025: Contractor completed the backlog locations in Districts 2 and 4. A new list of locations in all four of the districts will be provided to CJ Concrete per contract budget up to June 2025.
  - Status as of February 20, 2025: CJ Concrete completed the list of locations provided to them in Districts 1 and 2 during this period.
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - **Status as of June 18, 2025:** No update

- ENVIRONMENTAL SERVICES-ONGOING
  - Perform weekly patrol to identify and coordinate removal of illegal dumping, hazardous waste, and proper removal for bulky items.
  - Monitoring construction & demolition projects for residents & businesses
  - Monitoring of median maintenance contractor citywide; provide maintenance directions as needed.
  - Monitoring of abatement contractor and assign weed, debris, graffiti, and trash abatement citywide.
  - Monitoring of street sweeping contractor.
  - Perform Inspections & enforcement for SB 1383 – Organic Recycling, Edible Food Recovery, Food Recovery Organizations and Food Recovery Services
  - Interface with LA County Hazardous Waste Team to identify Haz. Mat. Items in the Right of Way
  - Process Construction & Demolition documents through interaction with business owners and residents.
  - Status as of April 21, 2025: E-waste & Paper Shredding event taking place on May 3, 2025.

- Status as of May 22, 2025: Inspections for SB1383 are completed. Sanitation officers are following up. Monitor sidewalk sweeping. On-going
- **Status as of June 18, 2025:** Daily surveying of districts 1-4, identifying illegally dumped items, bulky items, and illegal bins. Continuing to perform inspections and enforcement for SB 1383- organic recycling, edible food recovery, food recovery organizations, and food recovery services. Prepare/ Update/ Closeout 311 request/ work orders for sanitation areas. Assist PW answering phone lines and routing calls and requests. On-going

- MAINTENANCE: CONCRETE & ASPHALT
  - Location: Citywide
  - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventive maintenance to ensure safe and cost-effective operations
  - Status as of April 24, 2024:
    - Aggregate base and pavement maintenance are being performed on Lomita Boulevard.
    - In preparation of the upcoming scheduled slurry seal projects, the team is doing asphalt patching and crack sealing in the designated locations.
  - Status as of May 20, 2024
    - Pavement maintenance being performed on Lomita Boulevard
    - Preparation of the upcoming scheduled slurry seal projects, in June, the team is doing asphalt patching and crack sealing in the designated locations.
  - Status as of July 25, 2024
    - The team has completed the slurry sealing projects along with asphalt patching and crack sealing in designated locations. Special concrete projects have been undertaken by our team at Anderson and Carson Parks.
  - Status as of Sept. 30, 2024
    - Pavement maintenance is being performed on Lomita Boulevard, ongoing maintenance and monitoring until CIP project takes place in 2025.
    - Preparation of the upcoming scheduled slurry seal projects, the team is doing asphalt patching and crack sealing in the designated locations. Update: All slurry seal preparation tasks were completed mid–July 2024.
    - Our team continues to work on special concrete projects still in progress at Anderson Park – assignments completed October 10, 2024.
  - Status as of December 19, 2024
    - The contractor will use a two-to-three-week rotation for the seven maintenance zones. Service requests to address large potholes, deteriorated surface areas and/or sinkholes due to sub-grade/base failures will be addressed immediately.
    - Temporary asphalt ramping will be used to eliminate sidewalk deviations for safe pedestrian travel until permanent concrete repairs can take place.
  - Status as of January 16, 2025
    - Ongoing asphalt & concrete pavement maintenance and repair tasks by maintenance zones 1-7 on a 2 to 3 weeks rotation per maintenance zone. Also, immediate repair by service requests to eliminate known large potholes that pose hazards, deteriorated surface areas and/or sinkholes due to sub-grade/base failure or from undergrade structure failures.
    - Temporary asphalt ramping to eliminate sidewalk deviations immediately for safe pedestrian travel until permanent concrete repairs can to place.
    - Vegetation and debris abatement/illegal dumping removal citywide.
  - Status as of February 20, 2025:
    - On-going maintenance, repair/replacement of asphalt pavement sections maintenance zones 1-7

        - Sidewalk inspection per maintenance zones 1-7 grinding, ramping for safe pedestrian travel and/or replacement
        - On-going temporary repairs on Lomita Blvd. until CIP project takes place
        - Respond and address service requests city-wide for pavement, sidewalks/curb & gutter, illegal dumping and overgrown vegetation by priority.
    - Status as of March 20, 2025:
        - Asphalt crew is currently working paving Del Amo eastbound from Main Street to Kay Calas bridge.
        - Concrete is finishing up concrete maintenance on Broadacres.
    - Status as of April 21, 2025: Northbound Figueroa between Del Amo Blvd and I405 concrete, curb and gutter project scheduled for completion on April 24, 2025. Del Amo Blvd from Main Street to Kay Calas Bridge concrete project is scheduled for completion on April 23, 2025.
    - Status as of May 22, 2025: Continued sidewalk maintenance from service request and work orders and service request. On-going
    - **Status as of June 18, 2025:** Currently removing and replacing sidewalks around Caroldale Elementary and 224th St now that school is out. Poured concrete at Calas Park in preparation for resurfacing pickle ball court. On-going

- <u>MAINTENANCE: SIGNING & STRIPING AND GRAFFITI ABATEMENT</u>
    - Location: Citywide
    - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventative maintenance to ensure safe and cost-effective operations.
    - Status as of October 2024:
        - Traffic sign asset management underway (over 5,000 traffic signs) on the main arterial streets throughout the city. Replacements, upgrades per CA-MUTCD and repairs.
    - Status as of May 20, 2024:
        - Curb painting maintenance citywide.
        - Fabricate and install new traffic signs per approved engineered traffic plans at various locations.
        - ONGOING-Sign Shop-Fabricate traffic signs per California-Manual on Uniform Traffic Control Devices (CA-MUTCD) to replace deteriorated or obsolete signs that have surpassed their life expectancy and no longer have the proper reflectivity per MUTCD standards.
        - Prepare for annual (in-house) citywide restriping to start by Mid-Nov. to early Dec. 2024 weather permitting.
    - Status as of July 25, 2024
        - Layout and re-striping of newly slurry sealed streets city-wide.
    - Status as of August 26, 2024
        - Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).
        - Fabricate and install new traffic signs per work orders from city engineering division and service requests from the public regarding damaged and missing signage.
    - Status as of December 19, 2024
        - Layout and re-striping of newly slurry sealed streets city-wide.
        - Ongoing:
            - Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).

- Fabricate and install new traffic signs per work orders from the Engineering Division and public service requests.

- Status as January 16, 2025:
  - Curb painting maintenance citywide.
  - Fabricate and install new traffic signs per approved engineered traffic plans at various locations.
    - **ONGOING**-Sign Shop-Fabricate traffic signs per California-Manual on Uniform Traffic Control Devices (CA-MUTCD) to replace deteriorated or obsolete signs that have surpassed their life expectancy and no longer have the proper reflectivity per MUTCD standards.
    - Annual (in-house) citywide restriping will start after winter months winter months.
- Status as of January 16, 2025:
  - Layout and re-striping of newly slurry sealed streets city-wide, weather permitting.
    - **ONGOING**
    - Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).
- Status as of February 20, 2025: Ongoing
  - Fabricate and install new traffic signs per work orders from city engineering division and service requests from the public regarding damaged and missing
  - Graffiti Abatement citywide
  - Restore/maintenance pavement markings per maintenance zones 1-7
- Status as of March 20, 2025:
  - Fabricate and install new traffic signs per work orders from city engineering division and service requests from the public regarding damaged and missing
  - Graffiti Abatement citywide
  - Restore/maintenance pavement markings per maintenance zones 1-7.
- Status as of April 21, 2025: Ongoing
- Status as of May 22, 2025: Phase five of street maintenance has started. Layout and re-stripping of newly sealed streets will continue. On-going
  Status as of June 18, 2025: Continue to remove citywide graffiti. Red curb installation/ refresh around City Hall. Refresh/ paint yellow school zones. On-going

TREE MAINTENANCE: TRIMMING CITYWIDE

- The city contract for tree maintenance is scheduled to expire in the Fall of 2024. Staff are gathering information to create an RFP.
- In-house tree crew working on (backlog) work order/service requests in all maintenance zones (1 – 7).
- In-house tree crew maintain newly planted trees according to tree watering route.
- West Coast Arborist (city contractor) is currently working on the maintenance tree route.
- Status as of late July 2024: Special tree planting projects started at Carson Park
- Status as of August 26, 2024: Special tree planting was completed as scheduled.
- Status as of December 19, 2024: West Coast Arborist (city contractor) is currently working on the maintenance tree routes.
- Status as of February 20, 2025:
  - Tree pruning by city contractors in tree maintenance zones
  - In-house tree crew performing maintenance per maintenance zones 1-7
  - City crew planting new trees in locations where trees have been removed or need to be replaced
  - Respond and address tree service requests city-wide
- Status as of March 20, 2025:

- Tree pruning by city contractors in tree maintenance zones
- In-house tree crew performing maintenance per maintenance zones 1-7
- City crew planting new trees in locations where trees have been removed or have died
- Respond and address tree service requests city-wide

- Status as of April 21, 2025: No update
- Status as of May 22, 2025: As trees are being removed, the crew is also planting replacement trees. The tree crew follows a weekly schedule to water newly planted trees, ensuring their successful establishment and healthy growth. On-going
- **Status as of June 18, 2025:** Partnering with West Coast Arborist (WCA) to pick up and plant trees on Figueroa Street. Water trees citywide. Staff will be using the water trailer and the water tanker.

FLEET AND FACILITIES MAINTENANCE DIVISION

The Fleet & Facilities Maintenance Division is the second half of Public Works' operations at the Corporate Yard. It is responsible for the maintenance and repair of the municipal and park facilities in addition to the City's fleet vehicles and heavy equipment. These services enhance the cleanliness of the city, enable the safe use of public spaces, and provide greenery to increase the beautification of the city.

- PW1640: PARK PLAYGROUND RUBBERIZED SURFACE REPLACEMENT
  - Location: All Parks that have rubberized play surfaces. Dolphin Park excluded.
  - Description: Replace the damaged and worn-out rubberized play surface at all parks
  - Status: ON HOLD
    - City staff have used all available materials and are preparing a Purchase Order for additional materials to continue repair work.
  - Status as of July 25, 2024: ON GOING
  - Status as of August 26, 2024: ON GOING
  - Status as of April 21, 2025: City staff continue to patch deteriorated areas at playgrounds city wide.
  - Status as of May 22, 2025: No update
  - **Status as of June 18, 2025:** City staff continue to patch deteriorated areas at playgrounds city wide.

- PW1712: PARK HVAC SYSTEMS
  - Location: All Parks
  - Description: Assess and replace over 50 HVAC units that are past their useful and serviceable life at all 12 park facilities. Design and install brand new HVAC at Veterans Park and Gym.
  - Status: Anderson Park, Dolphin Park Office, Foisia Park Office have been completed.
  - Current Phase**: PROJECT ONGOING**
  - Status as of February 21, 2024: No update
  - Status as of April 24, 2024: No update
  - Status as of May 20, 2024: No update
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: New package units have been procured.
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: 3 New Package Units installed at Hemingway Park.
  - Status as of April 21, 2025: Ongoing

- Status as of May 22, 2025: No update
- **Status as of June 18, 2025:** Additional AC Units procured for Stevenson Park Gym and Dominguez Park – Aquatics Center.

- PW1416: CALAS & FOISIA PARK RE-ROOFING
  - Location: Calas & Foisia Park
  - Description: Repair the roof at both snack bar and main office due to leaking roof.
  - Current Phase: Construction at Calas Park is Complete; Pre-procurement for Foisia Park
  - Status as of October 26, 2023: PROJECT COMPLETE
  - PREPARING FORMAL PROJECT CLOSEOUT
  - Status as of February 21, 2024: PROJECT CLOSEOUT
  - Status as of April 24, 2024: No update
  - Status as of May 20, 2024: No update
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024**:** No update
  - Status as of January 16, 2025: Preparing scopes and specs for IFB in preparation for re-roof at Foisia Park.
  - Status as of February 20, 2025: Ongoing
  - Status as of March 20, 2025:
    - Finalizing scope of work and preparation for IFB
  - Status as of April 21, 2025: Scope of work has been completed preparing for IFB.
  - Status as of May 22, 2025: No update
  - **Status as of June 18, 2025:** No update

- PROJECT: SECURITY WALKING LIGHTS
  - Location: Various parks and facilities Citywide
  - Description: Repair of the damaged light poles at various parks
  - Status: COORDINATING
    - Coordinating with Community Services staff to determine the desired lighting style.
    - Status as of April 24, 2024: No update
    - Status as of July 25, 2024: No update
    - Status as of August 26, 2024: No update
    - Status as of January 16, 2025: Procured light poles for Perry Park
    - Status as of February 20, 2025: All existing light poles at Perry Park have been replaced.
    - Status as of March 20, 2025: Ongoing installation of new lighting fixtures at Dominguez Park
    - Status as of April 21, 2025: The new light pole installation at Perry Mini Park, Stevenson Park and Dominguez Park have been completed.
    - Status as of May 22, 2025: No update
    - **Status as of June 18, 2025:** Dolphin Park in progress. Atrium lights at the Carson Event Center, lights on the patio and around the building and the field security lights at Dominguez Park have been completed.

- PROJECT 1630: ELECTRICAL PANEL UPGRADE
  - Location: Anderson Park
  - Description: Install new electrical panel and switch gear
  - Status as of September 21, 2023: Staff soliciting proposals.
  - Status as of February 21, 2024: Three proposals received.
  - Status as of March 18, 2024: Going to City Council Meeting on May 7, 2024, to award contract.
  - Status as of April 24, 2024: City Attorney's Office is drafting contract.

- Status as of May 20, 2024: Currently being advertised in four trade journals per City Attorney's direction.
- Status as of June 20, 2024: No update
- Status as of July 25, 2024**:** No update
- Status as of August 26, 2024: In procurement
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: Electrical switchgear and fabrication at Anderson Park
- Status as of April 21, 2025: Currently constructing a custom-made switch gear panel approximately six (6) months out to completion.
- Status as of May 22, 2025: No update
- **Status as of June 18, 2025:** Currently being fabricated.

- SAFETY NETTING INSTALLATION
  - Location: City Hall
  - Description: Install safety Netting to prevent injury from obsolete/damage ceiling tiles. Approximately 20K Sq. Ft.
  - Status as of February 8, 2025: 16K Sq. Ft. Completed
  - Status as of February 20, 2025: Ongoing
  - Status as of March 20, 2025: Ongoing – 80% Complete
  - Status as of April 21, 2025: Ongoing – 90% Complete
  - Status as of May 22, 2025: No update
  - **Status as of June 18, 2025:** 95% complete

- COMMUNITY CENTER REYKEY
  - Community Center:
  - Description: Remove and install new locksets, cores and keyways in all doors throughout the Community Center.
  - Status as of February 20, 2025: Ongoing
  - Status as of March 20, 2025: 50% Complete – Additional materials in procurement
  - Status as of April 21, 2025: Ongoing
  - Status as of May 22, 2025: No update
  - **Status as of June 18, 2025:** Pending supplies

- REBRANDING OF CITY VEHICLES
  - Location: City-wide
  - Description: Rebrand entire fleet of vehicles with new City of Carson city seal.
  - Status as of May 22, 2025: No update
  - **Status as of June 18, 2025:** In Progress

- VETS PARK GYM FLOORING
  - Location: Veterans Park
  - Description: Replace gym floors and bleachers at Veterans Park.
  - Current Phase: Finalizing scope of work.
  - Status as of May 22, 2025: No update
  - **Status as of June 18, 2025:** In preparation of RFP

- CITY HALL BACK-UP GENERATOR
  - Location: City Hall
  - Description: Making necessary repairs to the back-up generator at City Hall.

- Status as of May 22, 2025: No update
  Status as of June 18, 2025: Repairs are currently in procurement

Public Safety/Emergency Services Projects

Project Name	**Comprehensive Camera Coverage: City Facilities and Parks**
Service Provider	Johnson Controls
Summary	The Public Safety department is spearheading an initiative to implement video surveillance camera systems across all City and Park facilities. This proactive measure aims to discourage criminal activities and capture video evidence of any unlawful incidents. The objective is to enhance safety by reducing criminal incidents, creating a secure environment for both residents and park users.
Update	Phase 3 of our citywide security enhancement project is nearing completion, and we're excited to share progress on our ongoing efforts to improve safety across City of Carson facilities and recreational spaces. We've already successfully implemented video surveillance and access control systems at multiple parks, and the current phase focuses on expanding these efforts. This includes the installation of additional pole-mounted cameras to extend surveillance coverage and integrate these new upgrades with the city's existing security infrastructure. We are also working closely with the Parks team to identify and confirm ideal camera placements at parks undergoing construction and updates. This collaboration ensures that new security measures are thoughtfully aligned with planned improvements and park layouts. Our team continues to evaluate system performance and incorporate advanced monitoring technologies to strengthen overall safety. These enhancements are part of our broader commitment to creating a secure environment for all Carson residents, visitors, and employees.

Project Name	**Citywide Fire Alarm Repairs and Enhancements**
Service Provider	West Coast Fire & Integration
Summary	July 5, 2022, Council approved the West Coast Fire & Integration contract for maintenance and monitoring services for all city fire systems from July 1, 2022, to June 30, 2027. Enhancing fire detection and safety for all facility users.
Update	During the ongoing renovations to both the basement and second floor, our vendor has been an invaluable partner, ensuring that all Fire Life Safety (FLS) protocols are strictly adhered to while also assisting in updating any components that require enhancements. Their proactive collaboration with city personnel has been instrumental in identifying and addressing necessary improvements, ensuring that safety remains a top priority throughout the renovation process. Additionally, the city staff is actively working to enhance fire systems across all municipal facilities to align with the highest safety standards.

Project Name	**Public Safety/Emergency Services Community Initiatives**
Service Provider	Public Safety/Emergency Services Department

Summary	Public Safety and Emergency Services Community Initiatives encompass a range of proactive efforts aimed at fostering safer and more resilient community. These initiatives typically involve engagement with the public, educational programs, and collaborative events. They focus on building positive relationships between law enforcement, emergency services personnel, and the community, ultimately enhancing preparedness and trust. Examples include public education on safety measures, community outreach events, and meetings to empower local leaders. Such initiatives are pivotal in strengthening the overall safety and well-being of a community.
Update	Emergency Services and Public Safety have been actively engaging with the community in various initiatives. Recent initiatives have included public education on safety measures, community outreach events, and empowering local leaders through informational meetings. These efforts aim to equip residents with the knowledge and resources they need to stay safe, prepare for emergencies, and contribute to a more connected and secure community. If you're interested in bringing a training to your area, please reach out to publicsafetydepartment@carsonca.gov.

Project Name	**Enhancing Traffic Safety: Analysis of Accident Reduction and LPR Camera Deployment**
Service Provider	Motorola Solutions
Summary	The consultant will supply the city with the most up-to-date version of the L-Series Rapidly Deployable Solar Powered Camera. This camera system, known as an Automatic License Plate Recognition (LPR) camera, will assist the City, in collaboration with the Los Angeles County Sheriff's Department, in capturing essential investigative information and enhancing the safety of its residents. These cameras will be strategically positioned in specific locations throughout the city, including public rights of way and entrances to city facilities. The LPR system will collect comprehensive vehicle data, including make, model, color, and speed, both during daytime and nighttime conditions. The City's Public Safety department is working in partnership with LASD and Public Works to decrease traffic accidents within the city. Staff members have created data maps, and the Traffic Engineering Division will assess these maps to identify any recurring patterns and make infrastructure adjustments as necessary.
Update	ALPR trailers have been deployed to the following locations: Location #1: S/B Central Ave/ University Dr Location #2: N/B Santa Fe Ave/ Madison Location #3: S/B Wilmington Ave Location #4: N/B Avalon Blvd/ Front of El Fresco shopping

	There is a dedicated effort to ensure the safety of children during school drop-off and pick-up times. This is achieved by providing daily school parking enforcement at schools throughout Carson. Two officers are assigned each day to offer both education and enforcement at the schools.

Project Name	**Upgrading Radio Systems Project**
Service Provider	Mission Critical Information Systems
Summary	In 2021, the City Council granted approval for the 'Radio Upgrade Project,' which allocated funds for the procurement of radios, radio equipment, batteries, and chargers necessary for transitioning the City from its UHF radio system to the Los Angeles Regional Interoperability Communication System (LA-RICS). Subsequently, the City Council sanctioned a contract with Mission Critical Information Systems to oversee the installation and programming, thus marking the successful completion of Phase 2 of the project. In September 2022, the City of Carson formalized a Hold Harmless Agreement with LA-RICS, granting the city the privilege of utilizing the platform.
Update	We're pleased to share that all radio installations have been successfully completed across multiple departments, significantly enhancing communication capabilities citywide. The distribution of Motorola APX4500 mobile radios is complete, supporting improved coordination and reliability throughout city operations. Radios continue to undergo flashing and maintenance as needed to ensure peak performance. The final phase of the project involves completing mobile radio installations for the new Public Works fleet, following the successful rollout for the Public Safety fleet.

Project Name	**Basement/Emergency Operations Center (EOC) Upgrade Project**
Service Provider	Westberg + White, GM Interiors, Johnson Controls
Summary	The project is currently in its planning phase. Initially, the project scope only covered the upgrade of the Emergency Operations Center (EOC). However, during the planning phase, it became evident that the Public Safety, Information Technology, and Emergency Services sectors could also derive substantial benefits from the upgrade. As a result, the revised scope of work encompasses upgrades for all four areas.
Update	Our basement project recently had its grand opening with staff and residents. We're now in the final stages of securing the remaining items needed for our certificate of occupancy so staff can officially move into the new space.

Project Name	**Organizational Resilience: Internal Emergency Management Training**
Service Provider	Westward Disaster
Summary	The city is responsible for the operation and management of its Emergency Operations Center (EOC), with the aim of enhancing preparedness, response, and recovery capabilities for emergencies and large-scale events. The consultant will

	furnish subject matter experts and instructors to aid in the creation and execution of a tailored EOC training program for city department staff.
Update	Our Emergency Operations Center (EOC) Awareness Course took place on April 18th and received overall positive feedback. The course was a success and brings our city and leadership one step closer to being prepared for the next emergency. Next, Westward and the City of Carson will be working on the upcoming EOC role-specific training.

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY
Capital Project Updates

June 2025

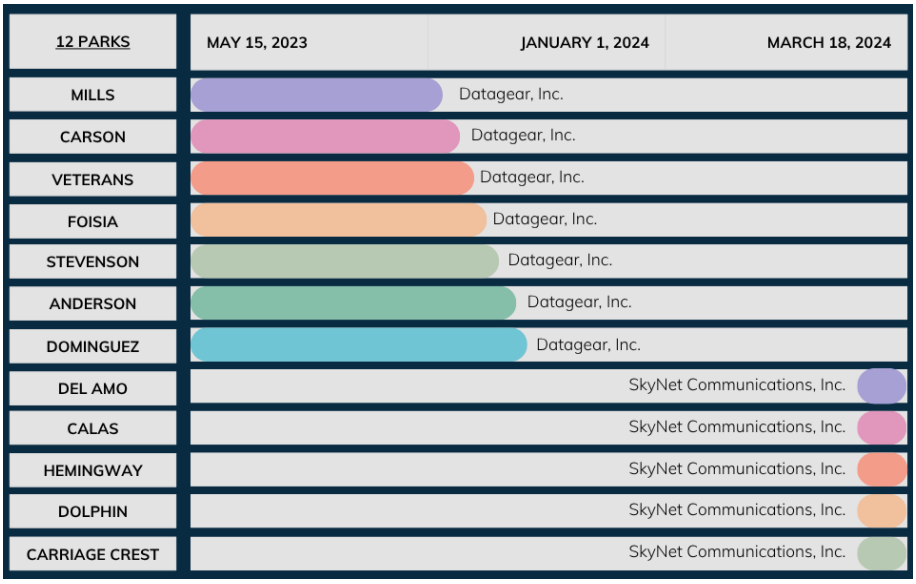
1. WIFI IN PARKS:

Description: WiFi Internet access at all City facilities to increase public safety, education, programs, and events.

Contract	1st Vendor: Datagear, Inc. 2nd Vendor: SkyNet Communications, Inc.
Term	3-year maintenance
Budget	$420,272 ($350,000 [ARPA] + 70,272)
Current Spend	$286,373.60 (68.14%)
Timeline	May 15, 2023 – March 18, 2024
Status	COMPLETED
Additional Information	• Datagear completed seven (7) parks (Mills, Carson, Veterans, Foisia, Stevenson, Anderson & Dominguez). Notice of termination issued to Datagear, on December 4, 2023. • Replacement vendor, SkyNet Communications completed the remaining five (5) parks in 5 days.

Park Completion Summary:

All 12 parks completed (100%)



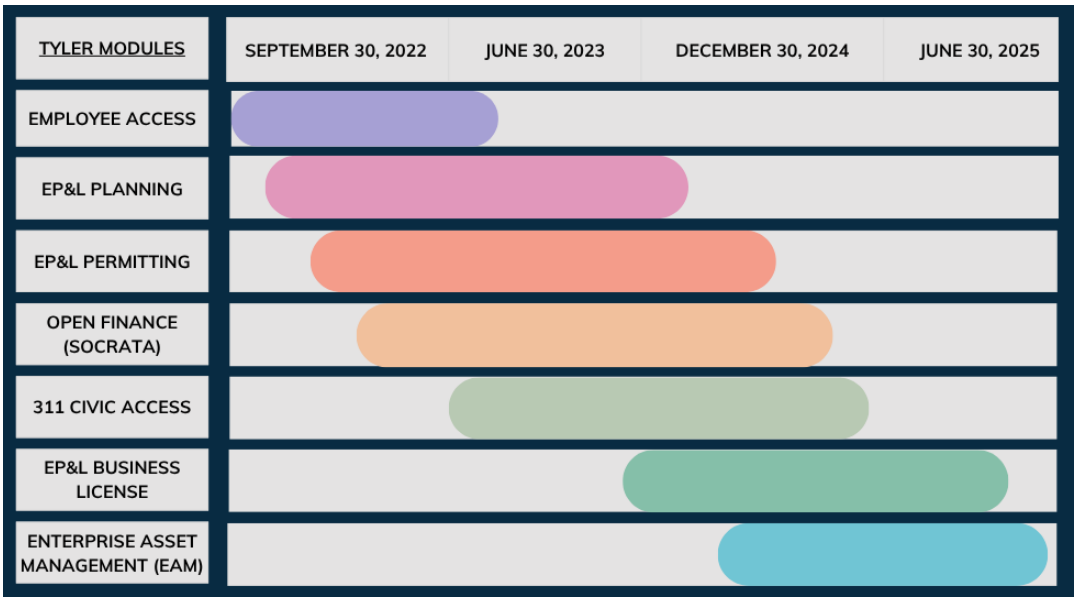
2. TYLER UPGRADE / ENERGOV IMPLEMENTATION:

Description: Upgrade Tyler Munis to latest version, enable Cloud access, and add inventory module. Implement new planning, permitting, licensing, asset management, and citizen request software platform Energov.

Contract	Tyler Munis/Integrated Technology Partners
Term	6 years
Budget	1.3M **[ARPA]**
Current Spend	$921,965 incurred to date
Timeline	September 30, 2022 - June 30, 2025
Status	COMPLETED • Employee Access Module - Complete • EP&L Planning Module - Complete • EP&L Permitting Module - Complete • Open Finance (Socrata) Module - Complete • 311 Civic Access Module - Complete • EP&L Business License Module - Complete • Enterprise Asset Management (EAM) Module – Complete

Tyler Modules Completion Summary:

7 modules completed (100%)

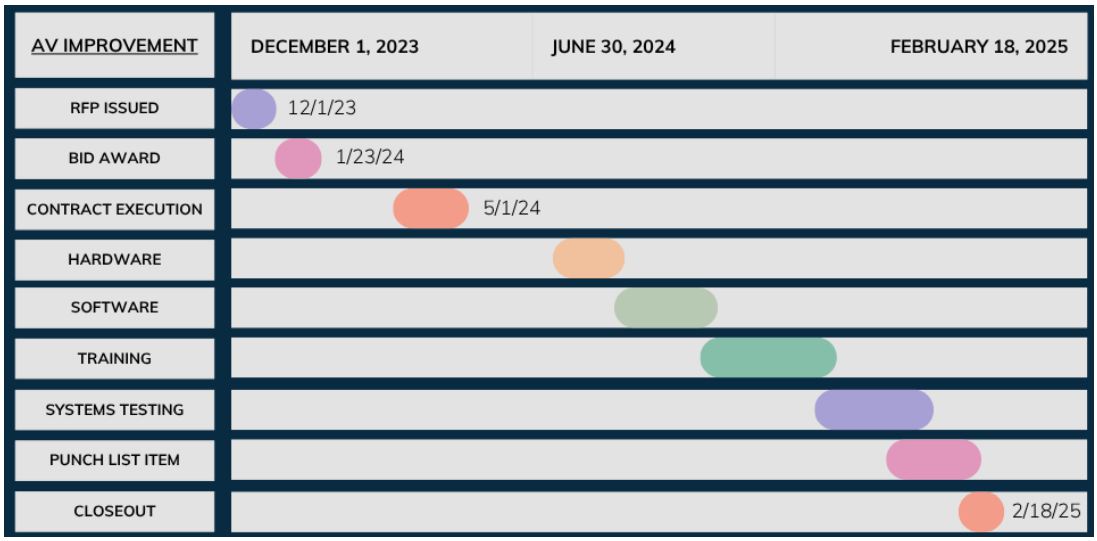


3. CITY HALL COUNCIL CHAMBERS AUDIO/VIDEO IMPROVEMENT

Description: Upgrade Council Chambers broadcast equipment.

Contract	Western AV
Term	5 years
Budget	550,000.00
Current Spend	$542,544.57
Timeline	December 1, 2023 - December 31, 2025
Status	COMPLETED
Additional Information	• RFP issued 12/1/23. • Notice of Intent to Award 1/23/24. • Contract Executed 5/1/24. • Audiovisual Hardware Installation Complete • Agenda Management/AV Control Software Implementation Complete • Agenda Management/AV Control Software Staff Training Complete • Systems Testing and Punch List Item Complete • Project Completed 2/18/25.

Audio/Video Improvement Completion Summary:

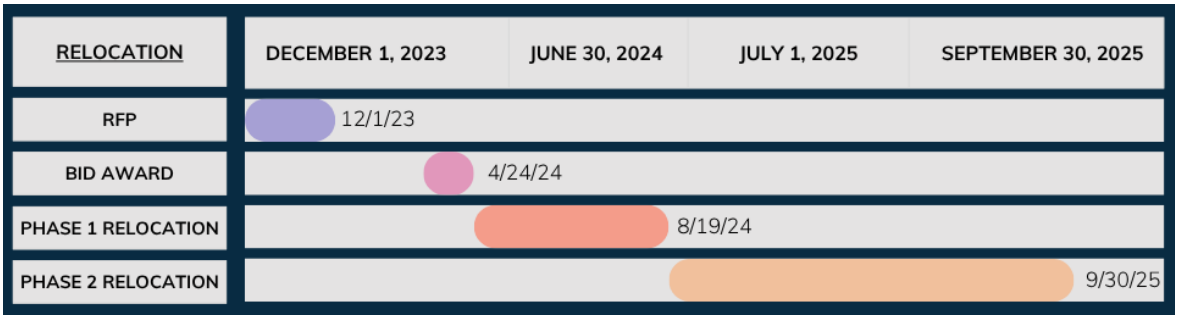


4. NETWORK SERVICES RELOCATION:

Description: Ensure rapid recovery, accessibility, and increased security for all business-critical application services by relocating to a more equipped offsite location.

Contract	TBD
Term	5 years
Budget	TBD
Current Spend	$0
Timeline	December 1, 2023 - September 30, 2025
Status	ON SCHEDULE • Planning for Phase 2 Relocation
Additional Information	• RFP issued 12/1/23. • Sole bid rejected 1/23/24. • Data Center Colocation award to vendor 4/2/24. • Contract Executed • Phase 1 Relocation completed 8/19/24. • Phase 2 Relocation scheduled for 9/30/25.

Network Services Relocation Summary:

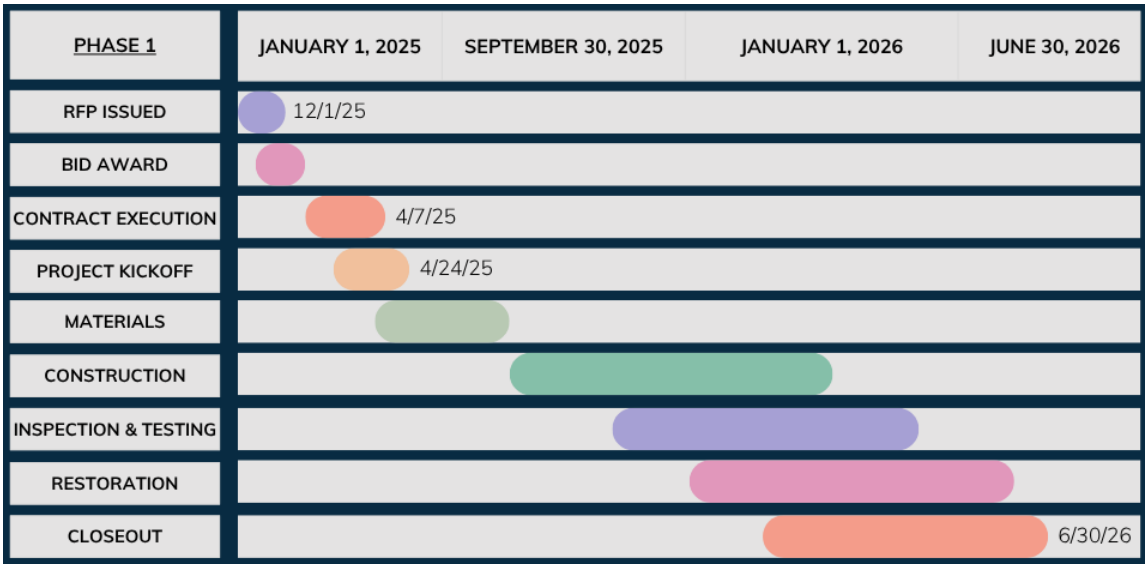


5. CITYWIDE MUNIICIPAL FIBER OPTIC NETWORK PHASE 1

Description: Launching Carson's first high-speed fiber optic network—bringing faster, more reliable connectivity to parks across Districts 1, 2, 3, and 4.

Contract	HP Communications
Term	5 years
Budget	$27,000,000.00
Current Spend	$0
Timeline	January 1, 2025 – June 30, 2026
Status	ON SCHEDULE • Pre-Construction

Citywide Municipal Fiber Optic Network Phase 1 Summary:



Report to Honorable Mayor and City Council

Tuesday, July 1, 2025, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: Joshua Boudreaux, Director of Human Resources HR Administration

Subject: CONSIDER RESOLUTION NO. 25-075 APPROVING AN UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE CPSA (THE CARSON PROFESSIONALS AND SUPERVISORS ASSOCIATION) EMPLOYEES (CPSA/SEIU) FULL-TIME UNION (CITY COUNCIL)

I. SUMMARY

The City Council previously approved the Memorandum of Understanding (MOU) between the City of Carson and the Carson Professionals and Supervisors Association (CPSA/SEIU) Union, through Resolution No. 24-021 on February 20, 2024.

Following the City Council's direction, the City's negotiations team engaged in good-faith bargaining, as required by state law, with representatives of the CPSA/SEIU Full-Time unit to draft and present a successor MOU for the 2024-2027 period. The attached resolution is submitted for City Council's approval for the proposed MOU covering period from July 1, 2024, to June 30, 2027.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-075, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE CARSON PROFESSIONALS AND SUPERVISORS ASSOCIATION EMPLOYEES (CPSA/SEIU) FULL-TIME UNION FOR PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027."

III. ALTERNATIVES

TAKE another action that City Council deems appropriate.

IV. BACKGROUND

The previous Memorandum of Understanding between the City of Carson and CPSA/SEIU full time employees expired June 30, 2024. The parties began negotiating the successor MOU. The labor relation representatives of the City and CPSA/SEIU bargaining unit's have prepared the successor MOU by attached resolution for approval, adopting and implementation.

The City's negotiation team appreciates the time and effort that CPSA/SEIU bargaining unit representatives have devoted in achieving this successor MOU agreement. Staff also thanks the CPSA/SEIU bargaining unit membership for their patience during this lengthy process to obtain an approved successor MOU. Through the negotiation process, the City's negotiation team was able to negotiate various terms and deal points. Namely, the most significant deal point included the following cost of living adjustments:

Cost of Living Increases-Compensation:
FY 2024/2025 6% COLA retro to July 1, 2024
FY 2025/2026 4% COLA effective July 1, 2025
FY 2026/2027 4% COLA effective July 1, 2026

Please note: The SEIU-CPSA bargaining unit has requested that their formal signatures on the Memorandum of Understanding (MOU) be provided after City Council approval, to ensure the executed version matches the terms previously agreed upon during negotiations.

Additional provisions and concessions were agreed to with the bargaining unit and are included in Resolution No. 25-075 and the attached MOU (exhibit 1)

V. FISCAL IMPACT

There is no fiscal impact related to the adoption of this resolution and execution of this MOU, as all related costs were incorporated in the Fiscal Year 2024-2025 adopted budget.

VI. EXHIBITS

1. Resolution No. 25-075-MOU and Salary Tables CPSA/SEIU Full-Time

Attachments

Resolution No. 25-075-MOU and Salary Tables CPSA/SEIU Full-Time

RESOLUTION NO. 25-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING (WITH UPDATED SALARY TABLE) BETWEEN THE CITY OF CARSON AND THE CARSON PROFESSIONAL AND SUPERVISORS ASSOCIATION EMPLOYEES (CPSA/SEIU) FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027

WHEREAS, the City of Carson ("City") has and continues to recognize the Carson Professional and Supervisors Association ("CPSA/SEIU") as the sole exclusive bargaining agent for those City employees designated as being in the association of management employee unit for all matters concerning wages, hours and working conditions; and

WHEREAS, the most current Memorandum of Understanding ("MOU") between the City and CPSA/SEIU expired on June 30, 2024; and

WHEREAS, the City's labor relations representatives and CPSA/SEIU representatives successfully met and conferred to negotiate a successor MOU between the parties pursuant to both the Meyers-Milias-Brown Act, Government Code Sections 3500 ef seg., and the City's Employer-Employee Relations Resolution No. 85-107 ("EERR"), and jointly prepared and executed a Tentative Agreement dated July 5, 2023 for a successor memorandum of understanding (Tentative Agreement), which was approved by City Council's adoption of Resolution No. 23-118 on July 5, 2023; and

WHEREAS, on February 20, 2024 the City Council adopted Resolution No. 24-021, approving the successor memorandum of understanding between the City and CPSA/SEIU for the period July 1, 2024 through June 30, 2027 ("CPSA/SEIU MOU"); and

WHEREAS, the City has recently updated the salary table for the CPSA/SEIU MOU and has also updated a few sections of the CPSA/SEIU MOU (collectively, "Updated CPSA/SEIU MOU"), such that the salary tables will be effective retroactively from the effective date of the CPSA/SEIU MOU from July 1, 2024; and

WHEREAS, CPSA/SEIU ratified the Updated CPSA/SEIU MOU by a vote of its membership, and the CPSA representatives have executed the same, such that the Updated CPSA/SEIU MOU can be considered by the City Council; and

WHEREAS, the City Council now desires to approve the Updated CPSA/SEIU MOU.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are incorporated by reference herein.

Section 2. The City Council approves the Updated CPSA/SEIU MOU, a copy of which is attached hereto as Attachment 1 and authorizes the City Manager to execute the same.

Section 3. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 4. This Resolution shall be effective immediately upon its passage and adoption.

PASSED, APPROVED and **ADOPTED** this 1st day of July, 2025.

_____
Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CARSON)

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 25-075, was passed and approved by the City Council of the City of Carson at its meeting held on July 1, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

ATTACHMENT 1

Updated CPSA/SEIU MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CARSON

AND

THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 721 – CARSON PROFESSIONAL SUPERVISOR ASSOCIATION REPRESENTING THE PROFESSIONAL AND SUPERVISORY EMPLOYEES BARGAINING UNIT OF THE CITY OF CARSON

July 1, 2024 – June 30, 2027

ADOPTED BY RESOLUTION NO. 25-075

(RESCINDS AND REPLACES RESOLUTION NO. 24-021)

APPROVED JULY 1, 2025

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ARTICLE I
RECOGNITION

The City of Carson (hereinafter the "City") recognizes the Carson Professionals and Supervisors Association (hereinafter the "Union" or "CPSA") as the sole exclusive bargaining agent for those City employees designated as being in the Professional and Supervisory Employee bargaining unit Association (CPSA) bargaining unit (hereinafter "Unit") for all matters concerning wages, hours and working conditions. The classifications contained in this Unit are set forth in Appendix A, B, and C.

It is agreed that this Memorandum of Understanding (hereinafter the "MOU") was negotiated pursuant to Chapter 10 (Section 3500 et. seq.) of Division 4, Title 1 of the Government Code, and pursuant to City Resolution No. 85-107, the Employer-Employee Relations Resolution of the City of Carson (hereinafter the "EERR"). The Union recognizes the City Manager, his/her designee and/or the City's Employee Relations Officer as the exclusive representatives of the City for purposes of negotiating this MOU. The City and the Union agree to make a good faith effort to ensure that all rules, policies, and procedures are uniformly and consistently applied throughout the City service.

ARTICLE II
DEFINITION OF TERMS

The following terms, whenever used in this MOU, shall have the meanings set forth in this Article.

SECTION 1. ACTING DUTY:

On a temporary basis, the performance by Unit members of the duties of a higher classification with a higher pay range than the pay range of their assigned classification.

SECTION 2. CLASSIFICATION:

A position or group of positions sufficiently similar in respect to authority, duties, and responsibilities that the same descriptive classification title is assigned.

SECTION 3. DAY:

A calendar day, unless otherwise designated.

SECTION 4. DEPARTMENT:

Any one of the five organizational departments of the City's organizational structure managed by a Director or the City Manager.

SECTION 5. DEPARTMENT DIRECTOR:

An individual assigned to any of the following classifications: Director of Finance, Director of Public Works, Director of Community Development, Director of Community Services/Recreation/Park Maintenance, Director of Human Resources, Director of Information Technology and Security, Director of Public Safety, and any other Director position created during the terms of this MOU.

SECTION 6. DOMESTIC PARTNERSHIP:

The City of Carson defines domestic partnerships as two adults in a committed, intimate relationship of mutual care. To qualify, they must meet the conditions in the California Family Code Section 297 and other relevant statutes, including Family Code Sections 298-298.5 (governing registration and termination), Government Code Section 12955 (housing discrimination protections), and Insurance Code Section 10127.7 (requiring group health coverage for domestic partners). This ensures compliance with all applicable state laws regarding rights and benefits of domestic partners.

SECTION 7. EMPLOYEE:

An individual compensated through the City payroll and appointed to a City classification.

SECTION 8. FULL TIME:

A period of forty (40) hours of work time per workweek in increments of eight (8), nine (9) or ten (10) hours per shift.

SECTION 9. IMMEDIATE FAMILY:

An employee's spouse, domestic partner, children, grandchildren, sons-in-law, daughters-in-law, parents, grandparents, parents-in-law, brothers, sisters, brothers-in-law, and sisters-in-law. "Children" shall also include a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis (which means to assume the duties and responsibilities of a parent; in the place of a parent). "Parent" shall include a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

SECTION 10. LEAVE:

An absence from work.

SECTION 11. MANAGEMENT

An employee in any classification designated by the City Manager as managerial.

SECTION 12. MANAGER

A manager is an individual responsible for planning, organizing, directing, and controlling resources, including personnel, to achieve specific organizational goals and objectives. They oversee teams, make strategic decisions, and ensure efficient operations within their area of responsibility.

SECTION 13. PAY PERIOD:

A pay period consists of two (2) consecutive workweeks established to provide twenty-six (26) pay periods each calendar year.

SECTION 14. POSITION:

Authority, duties, and responsibilities assigned by the City which constitute the services to be performed by a Unit member.

SECTION 15. BASE PAY RATE:

The base pay rate within a pay range paid to a City employee for the performance of the duties and responsibilities of a classification.

SECTION 16. PROFESSIONAL EMPLOYEE:

For the purposes of this MOU, professional employee means employees in those positions found in Appendix A of this document.

SECTION 17. SENIORITY:

A status acquired by an employee based upon the employee's period of total actual service in a specific job classification.

SECTION 18. SUPERVISOR:

For the purposes of this MOU, a supervisor shall include those classifications listed in Appendix B of this document.

SECTION 19. TENURE:

A status acquired by an employee based upon the employee's period of total actual service with the City.

SECTION 20. UNIT MEMBER:

An individual compensated through the City payroll, appointed to a City classification and designated to be within this Unit for labor bargaining purposes.

SECTION 21. WESTERN CONTINENTAL UNITED STATES:

The Western Continental United States shall be defined as west of the Continental Divide.

SECTION 22. WORKDAY:

A workday is an individual 24-hour period within a seven consecutive day (168-hour) workweek.

SECTION 23. WORKWEEK:

A workweek is a fixed and regularly recurring period of 168 hours—seven consecutive 24-hour periods (workdays) - which begins at 12:00 a.m. (00:00 military time) on Saturday and concludes at 11:59 p.m. (23:59 military time) on the following Friday.

SECTION 24. WORK SCHEDULE:

A full-time work schedule is a 40 hour per workweek schedule consisting of:

- Eight (8) hours in a workday for five (5) consecutive workdays within a workweek; or

- Ten (10) hours in a workday for four (4) consecutive workdays within a workweek.
- Other work schedules necessary to better meet the needs or requirements of the position or the Unit members shall be permitted at the discretion of the Director of the Unit member's Department. For example, nine (9) hours in a workday for four (4) consecutive workdays followed by a four (4) hour workday on the fifth consecutive workday shall be considered an acceptable workweek.

ARTICLE III
COMPENSATION

SECTION 1. SALARY:

1.1 FY 2024/2025 6.0% Cost-of-living-adjustment (COLA)(Retroactively effective July 1, 2024)

1.2 FY 2025/2026 4.0% COLA Effective July 1, 2025

1.3 FY 2026/2027 4.0% COLA Effective July 1, 2026

1.4 All Classifications within this Unit, who have_supervisory duties in the job specifications, shall be assigned a salary range that is at least fifteen percent (15%) higher at Step F than Step F of the salary range of their highest paid subordinate classification. The City and Union agree to meet and confer within 120 days upon City Council's approval of this MOU regarding this section.

1.5 The Senior Engineering Technician shall be assigned a salary range that is at least ten percent (10%) higher at Step F than Step F of the salary range of the Engineering Technician retroactive to June 20, 2015. The City and Union agree to meet and confer within 120 days upon City Council's approval of this MOU regarding this section.

SECTION 2. LONGEVITY PAY:

2.1 The City agrees to continue to pay Unit members two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining fifteen (15) years service credit.

2.2 In addition to the longevity pay in Section 2.1 above, the City agrees to continue to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining twenty (20) years' service credit.

2.3 In addition to the longevity pay in Sections 2.1 and 2.2 above, , the City agrees to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining twenty-five (25) years' service credit.

2.4 In addition to the longevity pay in Sections 2.1, 2.2 and 2.3, the City agrees to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining thirty (30) years' service credit.

SECTION 3. SHIFT DIFFERENTIAL:

3.1 Non-exempt Unit members scheduled to work during the first shift from 6:30 a.m. to 6:30 p.m. shall not be paid shift differential pay for any hours worked.

3.2 Non-exempt Unit members scheduled to work during the second shift shall receive shift differential pay calculated as a five percent (5%) increase in the Unit member's prevailing pay rate for any hours worked from 2:00 p.m. to 11:00 p.m.

3.3 Non-exempt Unit members scheduled to work during the third shift shall receive shift differential pay calculated as a ten percent (10%) increase in the Unit member's prevailing pay rate for any hours worked from 11:00 p.m. to 7:00 a.m.

3.4 The City shall be able to establish schedules for the first, second, and third shifts in accordance with the City's operational requirements. Assignment to 9/80 or 4/40 shifts shall not require payment of shift differentials unless the majority of the hours worked fall within the hours shown in 3.2 or 3.3 above.

SECTION 4. ACTING DUTY PAY:

4.1 The City Manager, or his/her designee, may appoint a Unit member to acting duty status to perform the duties of a higher classification that is vacant or temporarily absent, subject to all of the provisions of Section 4 herein.

4.2 A Unit member may serve in acting duty status only until such time as the City Manager, or his/her designee, makes a regular appointment to the classification or until such time that the incumbent employee returns to work. To be eligible for an acting duty status, Unit members must meet the minimum qualifications of the job for the acting assignment. Only Unit members in good standing, e.g., not currently rated unsatisfactory, not currently on a work improvement plan/performance improvement plan, or not currently having disciplinary action pending or in effect, may be appointed to acting duty.

4.3 An acting duty appointment may be effective for a period of up to ninety (90) days, except for special circumstances as defined by the City Manager, or his/her designee. In the event an acting duty appointment is extended past ninety (90) days the City Manager, or his/her designee, shall perform a status review and begin filling the position through normal means, including adding an additional position of said filled position in the City’s budget. Positions shall not be filled with Acting Duty appointments longer than one calendar year. Special circumstances include, but are not limited to, needing required licenses, certificates, or degrees, or needing certain training or abilities. The provisions of this Section 4.3 shall not be applicable for any absence due to an employee who is on an approved protected leave.

4.4 A Unit Member appointed to acting duty status shall be paid a rate not less than the minimum pay range for the acting classification. Acting duty pay shall be at least 10% more than the Unit member’s prevailing pay rate.

4.5 A Unit Member appointed to acting duty status shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.

4.6 While serving in acting duty status a Unit member shall continue to receive any pay adjustments, advancements and fringe benefit increases granted to the Unit Member's regular classification. These adjustments or advancements may cause a Unit member's acting duty pay rate to increase correspondingly, if still under the maximum acting pay rate noted in this section 4.5 of Article III.

4.7 A Unit Member appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the assignment is for at least one scheduled work week (40 consecutive work hours).

4.8 A Unit member has the right to refuse or discontinue any acting duty assignment with 72-hours written notice to the Unit member's Director with a "cc" copy to the Human Resources Director.

4.9 A Unit member may be removed from any acting duty assignment for any reason, as determined by the City Manager, or his/her designee.

4.10 A Unit member may be appointed to an acting duty assignment while serving in their initial probationary period in the City service, at the discretion of the City Manager, or his/her designee.

4.11 Unit members that are appointed to acting duty in positions that are FLSA exempt from overtime, will not be subject to those provisions provided by the FLSA and will receive overtime compensation.

4.12 ~~A Unit member shall not receive acting duty pay during any approved leave for any period of time greater than two (2) weeks in a calendar year.~~ (Example: Jane Employee is in an acting duty assignment and has three days of approved vacation and shall qualify for the provisions of acting pay under this Section.) Unit members are eligible for Acting Duty pay during any approved leave, including vacation, sick, or for any holiday.

4.13 The City shall not employ temporary or contract employees in any vacant or newly created budgeted position or for a temporary assignment where an acting appointment could be offered to a full time Unit member. However, the City Manager or his/her designee may employ a temporary or contract employee in an interim appointment position.

4.14 The City shall continue a citywide policy of rotating acting duty appointments, based on the following order: 1) from the current employment eligibility list, 2) from a list of qualified Unit members, within the respective division, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 3) from a list of qualified Unit members, within the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 4) from a list of qualified Unit members, from outside the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority. An acting appointment from outside the work group can only be made upon the approval of the Directors of the two affected work groups. The rotation of acting appointments should be used for all periods exceeding ninety (90) calendar days, unless extended by the City Manager or his/her designee. Upon completion of the acting assignment, the qualified Unit member will be placed at the bottom of the acting rotation list. For a Unit member that

was previously not eligible for acting duty but subsequently becomes eligible, their name will be added to the rotation list in seniority order. Copies of acting duty rotation lists should be provided to both Human Resources and Payroll. Unit members may submit a statement of exception to the City Manager, or his/her designee, if the rotation of acting duty appointments as stated within this subsection is not followed.

4.15 A Unit member on an acting duty rotation list may only be by-passed by receipt of written memorandum from the Unit member's Director to the Unit member stating the reasons for omission from this round of acting duty. Such notice shall be provided within one week. The memo shall state whether the Unit member is being placed on the bottom of the list i.e., to gain more experience, etc. or whether they are being left at the top of the rotating list for the next available acting assignment i.e., a shorter-term acting assignment. A Unit member may not be removed from an acting duty eligibility list without their written permission.

4.16 When a Unit member is appointed to an acting position, his regular position will not be automatically filled by a subordinate employee in an acting capacity (cascading acting) unless the anticipated workload in that unit will be sufficient to warrant this action. This decision will be made in consultation with the division's supervisors, manager, and the work group's Director.

4.17 The "Notification of Acting Appointment" form (Form 1201/1099), must be completed and authorized by both the City Manager, or his/her designee, and the Human Resources Director prior to the first day of the acting assignment, unless unforeseen circumstances occur which prevent such completion.

SECTION 5. SALARY ADVANCEMENT:

5.1 Advancement shall mean a pay rate increase given to a Unit member contingent upon merit and performance, within the pay range established for the Unit member's classification. A Unit member's pay rate increase shall be effective the first day of the payroll period in which the appropriate length of service is achieved.

5.2 In addition to those conditions provided for in the City's Standard Management Procedures ("SMPs"), Unit members shall be eligible for advancement when their length of satisfactory service in their classification satisfies at a minimum the following requirements:

Monthly Salary Step 1	Monthly Salary Step 2	Monthly Salary Step 3	Monthly Salary Step 4	Monthly Salary Step 5	Monthly Salary Step 6
Date of appointment	6 mos. after appt.	12 mos. after appt.	After at least 12 months in Step 3	After at least 12 months in Step D	After at least 12 months in Step E

5.3 If a Unit member's performance evaluation has not been completed, discussed with the Unit member, and received by Human Resources by the merit date, the merit increase will be processed as scheduled.

5.4 The City Manager, at his/her sole discretion, or upon the recommendation of a Director, may grant an accelerated merit pay increase for exceptional job performance. Such merit pay increase shall not be governed by the required service time differential required by subsection 5.2 above. Exceptional job performance merit pay increases shall not exceed ten percent (10%) in any twelve (12) month period. As used herein, the phrase "outstanding job performance" shall mean receiving an "outstanding" rating on his/her most recent performance evaluation, such performance evaluation which is current.

5.5 The City shall retain its flexibility to hire employees with exceptional skills or qualifications at a pay rate above Step A.

SECTION 6. ALLOWANCE FOR MILEAGE:

6.1 The City shall reimburse Unit members for use of their personal automobile for official City business at the current IRS rate as adjusted from time to time, plus any parking fees or tolls associated with City business.

6.2 Reimbursement for mileage and related fees shall be made through submission of a petty cash reimbursement form and mileage reimbursement form to the City Treasurer's office. Such reimbursements may not exceed seventy-five dollars ($75.00). Reimbursements exceeding seventy-five dollars ($75.00) must be reimbursed through the City's demand register process.

6.3 Reimbursement requests must be filed within the time frame required by SMP No. 3.18 or any SMP which may be subsequently adopted.

SECTION 7. ALLOWANCE FOR UNIFORMS:

The City shall, in its sole discretion, determine eligibility standards for uniforms.

SECTION 8. ALLOWANCE FOR SAFETY SHOES:

Unit members including, but not limited to, the Building Maintenance Supervisor, Code Compliance Supervisor, Construction Inspection Supervisor, Custodial Supervisor, Events Supervisor, Parks Maintenance Supervisor, Public Works Maintenance Supervisor, Public Works Maintenance-Tree Maintenance Supervisor, Warehouse Supervisor, Public Works Program Administrator, Emergency Preparedness Analyst, Senior Planner, Associate Planner, and Assistant shall receive a safety shoe allowance of one hundred seventy-five dollars ($175) each fiscal year and will be solely responsible to ensure safety shoes are purchased on a timely basis and worn daily during the course of work. In addition, employees who, in the course of their work, enter environments that are safety sensitive (i.e. construction sites, crawl spaces, etc.) will be provided a safety shoe reimbursement up to one hundred and seventy-five dollars ($175). These positions include but are not limited to: Senior Planner, Associate Planner, Assistant Planner, Associate Civil Engineer, Civil Engineering Assistant, Senior Civil Engineer, Senior Engineering Technician, Storm Water Engineer and Public Safety Supervisor.

SECTION 9. COMPENSATION FOR OFF WORK COMMUNICATIONS CALLS:

9.1 Non-exempt Unit members receiving or initiating work-related communications during off work time as part of their regular duties shall be compensated for such calls at the rate of one-

half (.5) hour pay. If an individual call or group of calls exceed one-half (.5) hours' time, the compensation will be rounded up to the next one-half (.5) hour increment.

9.2 Unit members shall submit the request for this compensation through the City's timekeeping process/system with the department director's confirmation and approval. The Unit member's approved timesheet or overtime requisition serve as an affidavit of the communication.

SECTION 10. OVERTIME COMPENSATION:

Except for exempt Unit members, the City shall provide Unit members with overtime compensation subject to the Fair Labor Standards Act and the following conditions:

10.1 Unit members shall receive either pay, calculated at one and one-half (1.5) times their prevailing pay rate, or compensatory leave credited at one and one-half (1.5) hours, for each hour of overtime worked. Directors shall have the exclusive authority to schedule and authorize overtime work and the City shall not compensate Unit members for unauthorized overtime work. The choice between overtime pay or compensatory time will generally be allowed to be made at the discretion of the Unit member unless, with reasonable notice, the City determines that the Unit member must receive compensatory time, or unless not otherwise allowed by the Fair Labor Standards Act, as determined by the City.

10.2 Except as otherwise provided, overtime work shall be:

a. Work performed in excess of forty (40) hours in a workweek.

b. Work performed on the first, second or third scheduled days of rest.

10.3 For purposes of determining a Unit member's eligibility for overtime compensation only, authorized paid leave shall be considered as hours of work.

10.4 The first quarter hour of the first overtime hour shall not be considered overtime work unless the Unit member works more than a quarter hour of overtime.

10.5 When the City Manager or a Director decides that an emergency exists and requires that Unit members work more than four (4) hours between midnight and 8:00 a.m., such Unit member shall receive, at the discretion of the City Manager or Director, either overtime pay calculated at two and one-half (2.5) times their prevailing pay rate, or compensatory leave, credited at two and one-half (2.5) hours, for each hour of emergency work. When the City Manager or Director requires that a Unit member work more than eight (8) hours during an emergency, such Unit members shall not return to work for at least eight (8) hours following the completion of their emergency work. This section does not apply to hours worked between midnight and 8:00 a.m. if the hours worked are due to a schedule change during a declared state of emergency lasting more than twenty-four (24) hours.

10.6 Non-exempt Unit members called in to work at a time other than their scheduled shift or who are called in to work from standby status shall receive overtime compensation for a minimum of three (3) hours regardless of the number of hours actually worked, except that if a Unit member does not report for work within sixty (60) minutes after being called in, such Unit

member shall not be entitled to the three (3) hour minimum compensation, but shall be compensated only for the time actually worked.

10.7 When in a declared state of emergency it becomes necessary to schedule Unit members on twelve (12) hour shifts, they shall receive either pay, calculated at one and one-half (1.5) times their prevailing pay rate, or compensatory leave, credited at one and one-half (1.5) hours for each hour of work performed.

10.8 Unit members shall not be required to shift working hours to avoid receiving overtime or compensatory leave, except as it relates to voluntary attendance at conferences, conventions, or other training classes or workshops.

10.9 Overtime for hours in excess of eight (8) or ten (10) hours in a day shall be paid to all Unit members, including exempt Unit members, who incur overtime hours related to the absentee voter process during the conduct of municipal elections, provided that the City may submit claims to the State Controller's Office for reimbursement of costs incurred for state-mandated cost programs.

SECTION 11. COURT SUMMONS/SUBPOENA/JURY DUTY:

11.1 Summons and Subpoenas.

a. Any Unit member summoned to provide testimony on behalf of the City, or as a result of the performance of the course and scope of the Unit member's duties, or at the direction of the City Manager, City Attorney or any Director, in any municipal, superior or federal court proceeding, in any administrative proceeding before any local, federal or state agency, board or commission, or in any arbitration or mediation, shall be paid their prevailing pay rate during such court service. To the extent that the Unit member is called by someone other than the City, the Unit member shall make the necessary arrangements to be on call for testimony.

b. Unit members that are to be called as witnesses at the proceedings listed above shall make arrangements to be placed "on call" with at least two-hour notice of the need for their attendance.

c. Any Unit member appearing to provide testimony on behalf of himself/herself, in any municipal, superior or federal court proceeding, in any administrative proceeding before any local, federal or state agency, board or commission, or in any arbitration or mediation, shall be required to use approved accrued leave time, or shall take time off as approved leave without pay.

d. Unless the absence due to a court appearance severally interferes with department operations, the Director will not unreasonably deny requests for approved leave for the purposes described in "b" above.

e. Unit members shall be compensated if reporting for duty on a Friday under this section.

11.2 Jury Duty.

Pay for jury duty shall be limited to ten (10) working days in any one calendar year. Payment for jury duty shall be limited to those workdays, or portions of workdays, which fall during the Unit member's regular work schedule, and shall not exceed forty (40) hours in any work week. Unit members shall be compensated if reporting for duty on a Friday under this section.

SECTION 12. HOLIDAY COMPENSATION:

Full time non-exempt Unit members shall be allowed time off with pay at the Unit member's straight time hourly rate for any holiday provided in this MOU unless required by the Department Director to work in order to maintain City services. Unit Members required to work shall also be paid according to Article III, Section 10 [Overtime Compensation] and/or Article IV. Section 11 [Holiday Leave], as applicable.

Non-exempt Unit members required to work on a holiday shall receive, at the discretion of the Department Director, either pay, calculated at two and one-half (2.5) times their regular rate of pay, or compensatory leave, credited at two and one-half (2.5) hours for each hour worked on the holiday.

SECTION 13. BILINGUAL USAGE PAY:

13.1 The Human Resources Director may authorize compensation to a Unit member for using bilingual skills during the course of work upon receipt of a written justification from the Unit member's Director.

13.2 Unit members required to use bilingual skills during the course of work may petition for bilingual usage pay by submitting written justification, approved by the Unit member's Director, to the Human Resources Director.

13.3 Bilingual usage pay shall be one hundred dollars ($100.00) per month.

13.4 The City may, at its discretion, test Unit members for proficiency in a second language in order for such Unit members to receive bilingual usage pay.

13.5 No Unit member may qualify for more than one "second" language or more than one bilingual usage pay at any given time.

SECTION 14. ANNUAL PROFESSIONAL DEVELOPMENT ALLOWANCE:

The City agrees to provide Unit members with professional development pay, payable in the first quarter of the fiscal year, as an allowance towards expenditures for professional development in the following amounts:

Professional and Supervisory Unit Members – six hundred dollars ($600.00) (Education Reimbursement is provided in lieu of increasing the Professional development pay)

Professional development expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software, books, reference publications or other educational materials; professional membership or association fees; or any other expenses which promote the professional development of the Unit member and promote the best interests of the City.

SECTION 15. PAYCHECK DISTRIBUTION:

15.1 Payday shall be bi-weekly on Thursday. In the event the City determines to change the method of paycheck distribution, the Unit will be advised thirty (30) working days in advance.

15.2 Payment distribution shall be through mandatory direct bank deposits except for Unit members who cannot obtain a checking or savings account. Proof and/or verification of inability to open a savings or checking account must be presented to the Human Resources Director and the Finance Director to be granted exception.

15.3 The City does not permit payroll check advances.

SECTION 16. OVERPAYMENT REMEDY:

Unit members covered herein shall reimburse the City for any overpayment of wages or benefits. Unit members shall notify the City within three (3) working days of any such overpayment. Said reimbursement shall not be required until the City notifies the affected Unit member in writing. Reimbursement may be accomplished by lump-sum deduction made on the next subsequent Unit member payroll check following overpayment notification, or by other reasonable repayment method acceptable to the Unit member and the City, except that the lump-sum deduction shall be required if the next subsequent Unit member payroll check is the final or termination check issued to the affected Unit member. Human Resources shall not unreasonably withhold approval of payroll deductions to recover the overpayment. Failure by the City to timely notify any Unit member of an overpayment, does not waive the City's right to repayment. To align with Government Code Section 19838 that governs state agencies and are used by local agencies as best practices, the City will agree that the statute of limitations to recover overpayments is three (3) years from the date of overpayment. If an overpayment is discovered, the employee will be notified in writing of the overpayment amount and provided details of how the amount was calculated. After notification, the employee will be given the option to arrange a reasonable repayment plan, based on factors such as size of overpayment and the employees' financial situation.

SECTION 17. ATTAINMENT OF PROFESSIONAL ENGINEER REGISTRATION:

Unit members in the Civil Engineering Assistant classification who attain registration as a California Professional Engineer shall be promoted to Associate Civil Engineer. A Unit member appointed to Associate Civil Engineer shall be paid at a rate that provides at least a five percent (5%) increase. Such appointment shall require completion of a six (6) month probationary period and verification of registration as a Professional Engineer.

SECTION 18. REDEMPTION OF ACCUMULATED LEAVE:

Unit members covered by this MOU may redeem up to one hundred and eighty (180) hours of any accumulated leave in each fiscal year. The redemption shall be subject to the following conditions:

18.1 Sick leave will be paid at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed.

18.2 All other types of leave will be paid at the rate of one (1) hour of pay for each hour of leave redeemed.

18.3 In no event shall a Unit member receive pay for more than one hundred and eighty (180) ~~(120)~~ hours in a fiscal year, under the terms of this Section.

SECTION 19. SICK LEAVE INCENTIVE PLAN:

19.1 Each eligible Unit member who has used fifty (50) hours or less of sick leave during the preceding calendar year may elect to receive pay for 50% of the sick leave earned (at one hour pay for one hour converted) during the preceding calendar year, less the amount of sick leave used during the same period. At the Unit member's election, the payment for unused sick leave may be converted to equivalent annual leave.

19.2 The Unit member shall indicate election by written request to the Finance Director on the City leave request form on or before January 15 of the succeeding calendar year. Payment for unused sick leave or the posting of annual leave shall be done on or before February 15 of each succeeding year as indicated above.

19.3 When a Unit member elects to receive payment in cash or annual leave, such Unit member's sick leave balance shall be reduced by the amount paid off in cash or converted to annual leave credit. Sick leave not converted as provided herein to cash or annual leave will accumulate as sick leave credit.

19.4 To be eligible for this provision, a Unit member must have been a full-time regular City employee for two full years prior to the calendar year during which the sick leave to be so converted is earned. The Unit member must have minimum of two hundred forty (240) hours of sick leave credits on December 31 of each year in order to qualify for the conversion benefit.

SECTION 20. CLASS A/B LICENSE PAY (APPLIES TO SUPERVISORS ONLY):

20.1 The City agrees to pay Unit members who are required to possess and use a Class A or B California Driver's License during the course of employment, five percent (5%) of their prevailing pay rate per month. To qualify for such compensation, the Class A or B driver's license must be required to perform the duties of a Unit member's assigned classification.

20.2 Unit members required to operate vehicles that require the possession of a Class A or B driver's license shall be enrolled in the City's Federally mandated random drug testing program.

20.3 License fee for Class A and B driver's licenses shall be paid by the City.

20.4 The City shall pay the cost of the medical exam of those Unit members that possess a Class A and B Driver's License, if the Class A and B Driver's License is not a requirement of the job, but the Unit member is using it to perform work-related duties.

SECTION 21. SPECIAL COMPENSATION FOR CERTIFICATES/LICENSES

21.1 The Human Resources Director may authorize five percent (5%) additional compensation to Unit members who possess specialized licenses or certifications that are not required of their classification but are recognized and used by the City to provide needed services.

21.2 In order for the Unit member to qualify for the Special Compensation, the department will provide Human Resources with a written justification for the use of a Unit member's licenses or certifications in providing City services.

21.3 Unit members receiving special compensation shall submit copies of current valid licenses or certifications to Human Resources for verification and inclusion in their personnel files.

21.4 Unit members who are classified as supervisors and professionals shall get the benefit of this section.

SECTION 22. EDUCATION/TUITION REIMBURSEMENT

City will reimburse a Unit member up to the California State University in-state rate (per semester, quarter, or academic year: https://www.calstate.edu/attend/paying-for-college/tuition-by-year) for continuing education through an accredited program that either offers growth in an area related to the Unit member's current position or that may lead to promotional opportunities, as determined by the Human Resources Director. This education may include college courses, continuing education units, adult education classes, certification examination fees, and job-related workshops/seminars/conferences not already paid for by the City on behalf of the employee.

The Unit member must take the course on the member's own time. City time may not be used to attend educational opportunities covered by this program. If a course is only offered during regularly scheduled work hours, the Unit member's supervisor and Department Director may make reasonable efforts to adjust work schedules to accommodate the scheduling conflict.

A Unit member must secure a passing grade of "C" or its equivalent or obtain a certification to receive any reimbursement. Expenses must be validated by receipts and a copy of the final grade or certification received. Full-time, regular Unit members who have completed six-months of employment are eligible. The deadline for submitting Education Reimbursement Forms for any expenses of the prior Fiscal Year is the end of the second full pay period of July.

California State University Dominguez Hills Incentive

Unit members who are students enrolled in course work at California State University Dominguez Hills shall be eligible for additional reimbursement of parking permits (excluding violation fees and citations) and required reading materials/textbooks, to be confirmed by instructor/school issued course syllabi or other official university documentation.

The Education Tuition Reimbursement program may be revoked or suspended by the City Council at any time and at the City Council's discretion, without requirement for meet and confer. Should the City Council decide to revoke or suspend the program, Unit members currently enrolled in course work will be permitted to complete and submit reimbursement requests for the current active term (quarter or semester).

SECTION 23. STAND-BY PAY

If a non-exempt employee is asked by management to be on a stand-by status, the employee may decline to be on stand-by without any adverse employment action, discipline, or retaliation taken against them.

ARTICLE IV
LEAVES

SECTION 1. ANNUAL LEAVE:

The City shall provide Unit members with annual leave subject to the following conditions:

1.1 Annual leave is a period of approved absence with pay from regularly scheduled work which is not properly chargeable to some other category of leave.

1.2 The City Manager or the Unit member's Director has the exclusive authority to approve the use of annual leave. Unless the Unit member's use of annual leave interferes with work group operations, the City Manager or Director shall permit annual leave to be used at the Unit member's discretion.

1.3 Unit members shall be credited with annual leave at the following accrual rates:

1. Eleven and thirty-three hundredths (11.33) hours for each month of service or major portion thereof from date of appointment to fifth (5th) anniversary date (0-5 yrs.);

2. Thirteen and thirty-three hundredths (13.33) hours for each month of service or major portion thereof upon fifth (5th) anniversary date to tenth (10th) anniversary date (6-10 yrs.);

3. Sixteen and sixty-six hundredths (16.66) hours for each month of service or major portion thereof upon tenth (10th) anniversary date (11 yrs. +);

4. Ten (10) hours upon twentieth (20th) anniversary date in addition to monthly accrual under Section 1.3.a.3;

5. Twenty (20) hours upon twenty-first (21st) anniversary date in addition to monthly accrual under Section 1.3.a.3;

6. Thirty (30) hours upon twenty-second (22nd) anniversary date in addition to monthly accrual under Section 1.3.a.3;

7. Forty (40) hours upon twenty-third (23rd) anniversary date in addition to monthly accrual under Section 1.3.a.3.

1.4 Unit members shall not be credited with annual leave for leaves of absence without pay exceeding eighty (80) working hours in any calendar month.

1.5 Unit members may use annual leave only after completing their initial six (6) months of service. Unit members shall not use less than one (1) hour of annual leave at any time.

1.6 Unit members shall not accrue more than seven hundred (700) hours of annual leave. Unit members whose accrual is at or above the cap limit may cash out their annual leave quarterly to maintain the cap limit. Accordingly, the annual cash out maximum is 180 hours

1.7 When a Unit member separates from the City service they shall be compensated for any accrued annual leave, calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of separation from City service. Annual leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

SECTION 2. SICK LEAVE:

The City shall provide Unit members with sick leave subject to the following conditions:

2.1 Unit members shall be credited with sick leave at the rate of ten (10) hours of sick leave for each month of service or major portion thereof. Unit members shall not be credited with sick leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month.

2.2 Unit members failing to satisfactorily complete their probationary period or who resign during their probation period must reimburse the City for utilized sick leave. Sick leave may not be used in increments of less than one-half hour. Unit members may use accrued sick leave only after completing their initial one (1) month of service.

2.3 Unit members may accrue a maximum of one thousand two hundred (1,200) hours of sick leave. The maximum amount of sick leave shall remain seven hundred sixty (760) hours for cash upon separation from the City.

2.4 Unit members may not use sick leave at their discretion, but only in cases of actual sickness, illness, injury or quarantine of the Unit member or actual sickness, illness, injury, or quarantine of the Unit member's immediate family, or for bereavement. Sick leave shall be used for personal or family medical, dental, and optical appointments, and for any other appointments for the purpose of obtaining professional diagnosis and/or examinations for a medical or mental health condition of the Unit member or his/her immediate family. Unit members shall also use any accrued sick leave for leave necessitated as the result of pregnancy disability under California Government Code Section 12945, family medical leave under California Government Code Sections 12945.2 and 12945.3 (the Moore-Brown-Roberti Family Rights Act), 42 U.S.C. Section 2601, et seq. (the federal Family Medical Leave Act),.

2.5 When a Unit member wishes to use accrued sick leave, the Unit member shall notify their Director, or his/her designee, of the intended absence due to sickness, either before, or within one (1) hour after, the time set for beginning the work period, unless the Unit member is incapacitated and physically unable to provide the required notification. Unit members on sick leave shall regularly inform the General Manger, or his/her designee, of their physical condition.

2.6 When a Unit member uses sick leave, the Unit member shall complete and submit a signed leave request form. When a Unit member uses sick leave in excess of three (3) consecutive working days, and there is a pattern of absenteeism, the City may require the Unit member to present upon return to work, a medical certification signed by a physician or licensed medical practitioner verifying the need for such sick leave.

2.7 Unit members shall be paid one-half (½) the value of accrued sick leave up to seven hundred sixty (760) hours, using the Unit member's prevailing pay rate, plus longevity pay upon termination from the City during the duration of this MOU. Sick leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

2.8 The Unit member's Director may only approve the use of other leaves in lieu of sick leave when a Unit member has no sick leave available and the need for such leave is due to a catastrophic illness or injury to the Unit member or his/her immediate family.

2.9 The City will allow a Unit member to donate up to 25% of any combination of their accrued sick and/or annual leave hours, provided the donation leaves the Unit member with at least a combined balance of one hundred (100) hours of sick leave, annual leave and/or compensatory time. These donated hours, as approved by the City, shall accrue directory to the sick leave balance of any designated active Full-Time Unit member of the City. The City shall allow for unused donated sick leave hours to be returned to donors.

SECTION 3. COMPENSATORY LEAVE:

The City shall provide Unit members not exempt from the provisions of the Fair Labor Standards Act with compensatory leave subject to the following conditions:

3.1 Unit members shall not use less than one half (.5) hour of compensatory leave at any time.

3.2 Unit members may accrue a maximum of eighty (80) hours of compensatory leave.

3.3 A Unit member shall request use of compensatory leave in advance by a written notice submitted to their supervisor. Use of compensatory time shall require the prior written approval of Supervisor shall permit compensatory leave to be used at the discretion of the Unit member, unless the Supervisor determines, in his/her sole discretion, that the Unit member's use of compensatory leave on the date and/or times requested interferes with work group operations. A Unit member may combine the use of compensatory leave with other authorized paid leave if approved by the Supervisor as applicable.

3.4 When a Unit member separates from the City service for any reason, the City shall compensate the Unit member for all accrued compensatory leave. The value of accrued compensatory leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of separation from City service. Comp time hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

SECTION 4. ADMINISTRATIVE LEAVE:

The City shall provide exempt Unit members with administrative leave as time off from work, instead of pay or compensatory leave credit for overtime work, subject to the following conditions:

4.1 Unit members who are designated exempt shall be credited with ten (10) hours of administrative leave per month. Exempt Unit members may accrue a maximum of one hundred sixty (160) hours of administrative leave.

4.2 Use of administrative leave shall require the prior written approval of the Supervisor The Supervisor shall permit administrative leave to be used at the discretion of the Unit member, unless Supervisor determines that the Unit member's use of administrative leave on the date and/or times requested interferes with work group operations.

4.3 When a Unit member who is exempt separates from the City service for any reason, the City shall compensate the Unit member for all accrued administrative leave. The value of accrued administrative leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of his/her separation from City service. Administrative leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

4.4 Unit members shall not be credited with administrative leave hours for leaves of absence without pay exceeding eighty (80) working hours in a calendar month.

SECTION 5. LEAVE OF ABSENCE WITHOUT PAY:

5.1 The City Manager has the exclusive authority to approve a Unit member's request for leave of absence from work without pay. Such leave of absence shall not be approved unless the Unit member provides the City Manager with a written reason for the request. If the City Manager approves such leave of absence for a period of eight (8) working days or less, the Unit member shall not lose any seniority or tenure for such leave of absence. After the expiration of an approved leave of absence without pay, Unit members shall be reassigned to their former classification. A leave of absence without pay will not be granted in excess of one (1) year. Unit member shall be responsible for paying for the cost of his/her benefits from the COBRA effective date.

5.2 The City Manager has the authority to grant or deny a Unit member's request for leave of absence from work without pay, except that the City Manager shall not unreasonably deny a request for unpaid leave due to the medical disability of the Unit member or a member of his/her immediate family. In accordance with federal and/or state laws, the City has the right to grant a Unit member's request for up to twelve (12) weeks of unpaid, job protected leave to eligible Unit members for certain family and medical reasons under the Family and Medical Leave Act of 1993 (FMLA)

5.3 The continuation of City paid benefits period for Unit members on leave without pay for medical reasons shall be 90 days or longer in accordance with FMLA, CFRA, and Pregnancy Disability Leave (PDL). Those Unit members not covered by FMLA, CFRA and/or PDL shall not be eligible for the 90-day continuation of benefits.

SECTION 6. WORKERS' COMPENSATION LEAVE:

The City will provide Unit members with workers compensation coverage and leave in accordance with California workers compensation law.

6.1 Except as otherwise provided, Unit members disabled by bodily injury or sickness in the course and scope of employment shall be paid their regular pay rate for up to seventeen (17) weeks from the date of disability, or until the City's workers compensation administrator terminates workers compensation leave due to payment of a "compromise and release"

settlement, a disability and/or service retirement, the Unit member returning to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. During the time the disabled Unit member is receiving the 17 weeks of paid Workers' Comp leave, the Unit member shall continue to accrue annual leave, sick leave, seniority and tenure for purposes of pay adjustments or advancements.

6.2 Unit members who are still disabled after seventeen (17) weeks may apply for long term disability leave and long-term disability benefits in accordance with Article V, Section 4.

6.3 The City shall make all reasonable efforts to provide Unit members with light duty assignments when the Unit member is still disabled after seventeen (17) weeks from the date of disability.

6.4 As used in this Section 6, the term "disabled", or "disability" shall have that meaning set forth in California workers' compensation law.

6.5 If in the opinion of the City, the City's claims administrator, or the Workers Compensation Appeals Board, a Unit member has been found by a physician to be permanently, physically incapable of performing the essential duties of the currently held position, the City may place the Unit member into another vacant position of an equal or lower level. The Unit member must be able to perform the essential duties of that position. Nothing herein shall be construed to prevent such Unit member from applying for and competing for a position of a higher class.

SECTION 7. MILITARY LEAVE:

The City shall grant military leave to Unit members as required in the California Military and Veterans Code Sections 389 through 395.4.

SECTION 8. TIME OFF FOR VOTING:

The City shall provide Unit members with time off for voting subject to the following conditions:

8.1 When a Unit member claims not to have sufficient time outside of working hours to vote at a statewide election, the Unit member may, without loss of pay, and with the approval of the Director, take off up to two (2) working hours, which when added to the voting hours available outside of working hours will enable the Unit member to vote. The Director may not authorize a Unit member to take off more than two (2) hours from work for voting with pay. The time off authorized for voting shall be only at the beginning or end of a work period, whichever allows the Unit member the most time for voting and the least time off from work.

8.2 If the Unit member knows or has reason to believe that time off for voting shall be necessary on Election Day, the Unit member shall notify the Director, in writing, of that fact at least two (2) workdays in advance.

SECTION 9. LUNCH PERIOD:

An uninterrupted, uncompensated lunch period of no less than thirty (30) minutes or longer than one (1) hour will be afforded to Unit members. The lunch period may not be combined with the rest periods or used to compensate for a late arrival or early departure from work unless approved by the Supervisor.

SECTION 10. REST PERIOD:

The Supervisor shall provide Unit members with a compensated rest period of fifteen (15) minutes for each half work period as determined by standard management procedures. Unit members may not use the rest period to compensate for a late arrival or early departure from work. Rest periods shall have no monetary value and shall be forfeited if not used during the workday.

SECTION 11. HOLIDAY LEAVE:

The City shall provide Unit members with the following fourteen (14) holidays with pay subject to the following conditions:

11.1 January 1st (New Year's Day)
The third Monday in January (Dr. Martin Luther King Jr. Day)
January 30th (Fred T. Korematsu Day)
The third Monday in February (President's Day)
March 8th (International Women's/Rosa Parks Day)
March 31st (Cesar Chavez Day)
The last Monday in May (Memorial Day)
June 19th (Juneteenth)
July 4th (Independence Day)
The first Monday in September (Labor Day)
October 25th (Larry Itliong Day)
November 11th (Veteran's Day)
The fourth Thursday in November (Thanksgiving Day)
December 25th (Christmas)
Every day proclaimed by the President, Governor, or Mayor of this City as a public holiday.

11.2 When any day designated as a holiday fall on a Friday or Saturday, the ten (10) hours of holiday leave will be converted to annual leave and added to the Unit members annual leave balance. When any day designated as a holiday fall on a Sunday, the following Monday shall be observed as the holiday. In order to be paid for a holiday or get the leave conversion, the Unit member must work his or her full regularly scheduled workday immediately before and after the holiday unless the Unit member is absent from any portion or all of his or her regularly scheduled workday immediately before or after the holiday on authorized paid leave. A Unit member shall not receive pay for a holiday, or receive the leave conversion, if any leave without pay was used by the Unit member on his or her regularly scheduled workday immediately before or after the holiday.

11.3 When any day designated as a holiday fall on the Unit member's regular day off, the Unit member shall have the option to take the workday prior or the workday after the holiday, in observance of the holiday, or have the then (10) hours of holiday leave converted to annual leave and added to the Unit member's annual leave balance.

11.4 In the event that the Mayor or the City Council declares a portion of the day before Christmas (December 24th) or a portion of the day before New Year's Day (December 31st) to be a holiday, the Unit member must use such additional holiday leave when granted, and such leave cannot be accrued. Unit members absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of their absence. A Unit member shall not receive holiday pay for this half-day holiday if any leave without pay was used by the Unit member during his or her regularly scheduled workday immediately before or after the half-day holiday.

11.5 All designated holidays shall be compensated for in ten (10) hour increments, for a total of one hundred forty (140) hours annually regardless of a Unit member's work schedule.

11.6 When a Unit member is assigned to a 5/40 or 9/80 work schedule, the one (1) or two (2) hours of excess holiday will be converted to annual leave.

11.7 Should the City abandon the closure of City Hall on Fridays, the day after Thanksgiving will be reinstated as a holiday and holiday hours will be renegotiated to ensure that all Unit members accrue the same number of holiday hours.

SECTION 12. BEREAVEMENT LEAVE:

A Unit member will be allowed forty (40) hours of paid bereavement leave per occurrence without carryover into the next calendar year in the event of the death of the Unit member's spouse, domestic partner, children, stepchildren, foster children, parent, stepparent, brother, sister, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, or daughters-in-law.

ARTICLE V
ARTICLE V

ARTICLE VIINSURANCE AND RETIREMENT BENEFITS

SECTION 1. HEALTH INSURANCE PREMIUM:

1.1 The City will pay the full family HMO premium from Kaiser Permanente of the Los Angeles Region (including Riverside and San Bernardino counties) for each Unit member and eligible dependents.

1.2 The cafeteria cap for the use of excess monies shall be two hundred dollars ($200.00) per month for all Unit members regardless of the number of dependents.

1.3 Unit members shall have the right to use monies remaining from the sums provided for health insurance to purchase additional term life insurance, vision care and/or long-term care insurance offered by the City.

1.4 Unit members may elect to discontinue or not elect health insurance coverage provided that they submit written proof of equivalent health insurance coverage. Unit members electing to discontinue or not electing health insurance coverage shall receive seventy-five percent (75%) of the lowest 2-party premium, to be put into a City-sponsored deferred compensation plan credited to the Unit member. Unit members currently receiving a higher amount than seventy-

five percent (75%) of the lowest 2-party premium shall continue to receive the same amount to be placed into a City sponsored deferred compensation plan credited to the Unit member. Unit members may elect to resume health coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored health coverage plans.

1.5 Unit members covered by this section shall have their choice of plans provided by the California Public Employees Retirement System (CalPERS), which are available in this service area.

1.6 Spouse and dependent coverage shall continue to be available as provided through CalPERS. A Unit member's spouse and dependent children under age twenty-six (26), as well as children over age twenty-six (26) who are incapable of supporting themselves due to physical or mental disabilities existing prior to obtaining age twenty-six (26) are currently eligible to be enrolled in the CalPERS health plans. This section will be in effect for the duration of this MOU, subject to any contract changes by CalPERS.

1.7 For employees: Eligible retired Unit members shall be covered by the health insurance provided by the City according to the rules established by CalPERS. For Unit members hired prior to January 1, 2014, the effective date of Assembly Bill No. 1144 providing for a postretirement health insurance vesting schedule, the City shall pay the monthly health insurance premium for eligible retired Unit members' health insurance in the same monthly amount as provided for active full-time Unit members for the term of this MOU. For Unit members hired on or after January 1, 2014, the City shall pay a monthly health insurance premium for eligible retired Unit members' health insurance in accordance with the following schedule:

Full-Time service with Carson at time of retirement	% of difference between the required minimum contribution and the amount the City pays for active Unit members
0 – 4.99 years	0%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 ears	100%

SECTION 2. DENTAL INSURANCE PREMIUM:

2.1 The City shall pay up to, but not exceed, the amount of eighty-seven dollars ($87.00) per month for dental insurance provided by the City for each Unit member and his/her eligible dependents.

2.2 Unit members may elect to discontinue or not enroll in the dental insurance program provided that they submit written proof of equivalent coverage. Unit members electing to discontinue

or not enroll in the dental insurance program shall receive sixty-five (65%) or fifty-six dollars and fifty-five cents ($56.55) to be placed into a City-sponsored deferred compensation plan credited to the Unit member. Unit members may elect to resume dental coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored dental coverage plans.

SECTION 3. LIFE INSURANCE COVERAGE:

The City agrees to provide each full-time Unit member with term life insurance coverage of not less than one hundred thousand ($100,000.00), subject to the requirements of the insurance carrier. A Unit member shall have the right to purchase supplemental term life insurance, up to the appropriate limit, using monies remaining from the monthly sum originally provided by the City for the Unit member's health insurance. The City shall continue to offer additional life insurance programs already offered for Unit member purchase.

SECTION 4. SHORT TERM AND LONG-TERM DISABILITY INSURANCE PROGRAM:

4.1 The City shall provide long term disability insurance (or "LTD") benefits for each full-time Unit member ("covered Unit member") under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City. The City reserves the right to change the LTD carrier and/or LTD benefits provided, on such terms as the City determines are in its best interest, after meeting and consulting with the bargaining units.

4.2 The City shall provide short term disability insurance (or "STD") benefits for each covered Unit member solely to provide the benefit during the 90-day LTD benefit waiting period, the City shall provide a STD insurance plan for each covered Unit member under the terms, requirements and conditions compatible with the City's LTD benefit plan. Nothing herein shall bind the City to provide STD insurance coverage if the City chooses to implement a self-insured STD program.

4.3 After a maximum of a 90-day waiting period:

a. A covered Unit member who has been employed with the City for five (5) or more years, and who is disabled from his or her own occupation, shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave up to age sixty-five (65); and

b. A covered Unit member who has been employed with the City for fewer than five (5) years and who is disabled from his or her own occupation shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave for twenty-four (24) months. A covered Unit member who has been employed with the City for fewer than five (5) years and who is disabled from all occupations shall be entitled to sixty-six and two-thirds percent (66⅔%) of his/her prevailing pay rate to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave up to age sixty-five (65).

c. There shall be no reduction of LTD or STD benefits for a workers' compensation permanent disability award. In no case shall a Unit member on workers' compensation receive short-term or long-term disability benefits and worker's compensation salary continuation or temporary disability benefits simultaneously.

d. There shall be no exclusion for "soft tissue injuries", including but not limited to musculoskeletal and connective tissue disorders, strains, and sprains of the cervical, thoracic and lumbosacral spine.

e. The only allowable offsets are those listed in the LTD and STD policies.

4.4 The provision of the LTD Plan and the STD Plan is conditioned upon the following:

a. The continued availability of insurance coverage for LTD and/or STD at a comparable cost as set forth in the LTD and STD policies, subject only to increases in premium not to exceed applicable increases in the consumer price index for each year for the LTD and STD Plans underwritten by the existing carrier or other insurance carrier.

b. Eligibility for and administration of benefits under the STD Plan and the LTD Plan and including the determination whether a covered Unit member is disabled from his or her own occupation, shall be determined by the insurance carrier, not by the City.

4.5 For injuries and other disabilities covered under California workers compensation laws, Unit members shall be paid their regular pay rate for up to seventeen (17) weeks from the date of such disability ("workers compensation leave") or until the City's workers compensation administrator terminates workers compensation leave either due to payment of a "compromise and release" settlement, a disability and/or service retirement, the Unit member returns to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. If a Unit member is approved for workers' compensation leave, the Unit member shall not be eligible for STD or LTD benefits during the period of such workers' compensation leave. LTD eligibility for Unit members who are still disabled after seventeen (17) weeks shall be determined by the terms of the LTD insurance plan described in section 4.1, above.

4.6 While on short term or long-term disability, Unit members may use sick leave, comp time, administrative leave or annual leave, in the order specified herein, to equal 100% of the Unit member's regular salary in conjunction with the disability benefit payment.

SECTION 5. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS):

5.1 For those Unit members hired before the effective date of the CalPERS contract amendment providing for a tiered retirement benefit, the City shall include Unit members in the CalPERS "3% at 60" Plan with the following optional public agency contract provisions:

a. The optional contract provision relating to one (1) year final compensation (12 highest paid consecutive months);

b. The optional contract provision relating to military service credit as public service;

c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

d. The optional contract provision relating to two years additional service credit;

e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;

f. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member's own cost.

5.2 Unit members shall pay the full percentage of the member contributions.

5.3 For those Unit members hired on or after the effective date of the CalPERS contract amendment providing (May 6, 2011) for a tiered retirement benefit, and defined by Assembly Bill 340 – Pension Reform as "Classic Members", the City shall include such Unit members in the CalPERS "2% at 55" Plan with the following optional public agency contract provisions:

a. The optional contract provision relating to one (1) year final compensation (12 highest paid consecutive months);

b. The optional contract provision relating to military service credit as public service;

c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

d. The optional contract provision relating to two years additional service credit;

e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;

f. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member's own cost.

5.4 Unit members shall pay the full percentage of the member contribution.

5.5 For those Unit members hired on or after January 1, 2013, defined by Assembly Bill 340 – Pension Reform, as "New Members", the City shall include such Unit members in the CalPERS "2% at 62" Plan with a three-year final compensation period, and with the following optional contract provisions:

a. The optional contract provision relating to military service credit as public service;

b. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

c. The optional contract provision relating to two years additional service credit;

d. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;

e. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Unit member's own cost.

5.6 "New Members" shall pay the full percentage of the member contributions.

SECTION 6. DEFERRED COMPENSATION PROGRAM:

The City will continue to match a Unit member's annual contributions to their deferred compensation account, dollar for dollar, as follows:

a. Professional Association Unit members: One thousand dollars ($1,000.00) per calendar year.

b. Supervisors Association Unit members: One thousand five hundred dollars ($1,500.00) per calendar year.

Funds shall be electronically transferred each payday.

SECTION 7. VISION CARE PROGRAM:

The City will sponsor a vision care program. Unit members may purchase vision care through a payroll deduction from wages and/or with money remaining from the monthly sum provided for health insurance.

SECTION 8. SECTION 125 PLAN:

The City shall provide a Section 125 Tax Code plan in order to allow Unit member to deduct excess insurance premiums, unreimbursed medical expenses, and child care payments before taxes.

ARTICLE VII
SAFETY

SECTION 1. SAFETY RESPONSIBILITIES:

1.1 The City shall make a good faith effort to provide and maintain a safe and healthful place of employment.

1.2 Unit members shall perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by any law, occupational safety or health standards, safety orders, or safety rules and regulations. Unit members shall report any unsafe practices, equipment or hazardous conditions promptly to their immediate supervisor.

1.3 The City shall not require nor permit any Unit member to go to or be in any employment or place of employment not reasonably safe and healthful.

1.4 The City shall not discipline any Unit member for refusing to perform tasks in the performance of which any law, occupational safety or health standard, or safety order would be violated; if such violation would create a real and substantial risk of harm to the Unit member.

SECTION 2. SAFETY DEVICES AND SAFEGUARDS:

The City shall furnish, and the Unit member shall use, safety devices and safeguards. The City shall adopt and use practices, means, methods, operations and processes which are reasonably adequate to render City employment safe and healthful.

SECTION 3. SAFETY COMMITTEE:

The City and the Unit shall jointly participate in an advisory safety committee. The safety committee membership shall include at least one (1) Unit representative. The safety committee shall make good faith efforts in an advisory capacity to provide and maintain a safe and healthful place of employment. The safety committee shall meet on a monthly basis or other agreed schedule.

SECTION 4. USE OF VETERANS PARK SPORTS COMPLEX:

All Unit members and their families shall be entitled to use all facilities and programs at Veterans Sports Complex at the rates below:

Unit member – one hundred dollars ($100.00) per year

Unit member and family – one hundred fifty ($150.00) per year

Unit members who renew memberships shall receive the same percentage discount on the above prices as the general public receives at time of renewal. For purposes of this section, family shall mean those family members eligible for coverage under the CalPERS Health Insurance program provided by the City.

ARTICLE VIII
CITY RIGHTS

SECTION 1. EXCLUSIVE CITY RIGHTS AND AUTHORITY:

The City retains the exclusive right to manage and direct the performance of City services and the work force performing such services. The following matters shall not be subject to the meet and confer process but shall be within the exclusive authority of the City.

The consideration of the merits, necessity, or organization of any service or activity conducted by the City shall include but not be limited to the City's right to:

a. Determine issues of public policy;

b. Determine and change the facilities, methods, means, and personnel by which City operations are to be conducted;

c. Expand or diminish services;

d. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to contract out any work or operation;

e. Determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments;

f. Determine job classifications;

g. Appoint, transfer, promote, demote, and lay off Unit members for lack of work or other appropriate reasons;

h. Initiate disciplinary action for just cause;

i. Determine policies, procedures and standards for selection, training and promotion of employees;

j. Establish Unit member performance standards, including but not limited to quality and quantity standards;

k. Maintain the efficiency of governmental operations;

l. Exercise complete control and discretion over its organization and the technology of performing its work and services;

m. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and,

n. Determine any and all necessary actions to carry out its mission in emergencies.

The exclusive decision-making authority of the City and management on matters involving the City rights and authority shall not be in any way, directly or indirectly, be subject to the grievance procedure. Unit members may grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

SECTION 2. CONCERTED REFUSAL TO WORK:

2.1 If a Unit member engages in or induces other Unit members to engage in any unlawful strike, work stoppage, slowdown, sick-in, or other concerted refusal to work in violation of the law or any valid court order, such Unit member may be subject to disciplinary action, up to and including discharge, subject to applicable laws and procedures.

2.2 In the event the Unit engages in, encourages, or condones in any manner any unlawful strike, work stoppage, slowdown, sick-in, or other concerted refusal to work in violation of the law, or any valid court order, the City, in addition to any other lawful remedies available to it, may seek appropriate legal relief. However, the City shall not suspend recognition of the Unit or withdraw its rights under this agreement without due process and negotiation in compliance with the MMBA.

2.3 The City shall not lock out Unit members.

SECTION 3. FURLOUGHS:

City maintains the right to furlough employees during the term of this MOU if the City Council formally declares as "fiscal emergency". Notice to, and meet and confer with, the Unit is still required before taking any action.

ARTICLE IX
UNION RIGHTS AND SECURITY

SECTION 1. AGENCY SHOP:

1.1 Association Dues/Service Fees:

a. The City shall provide any newly hired Professional and Supervisors Unit members , with an authorization notice advising them that agency shop for the Association has been implemented pursuant to vote of the bargaining unit's members in accordance with state law, that said agency shop is covered by an agreement between the City and the Association, and that all Unit members subject to that agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the Unit member's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Such service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association. Said Unit members shall have fourteen (14) calendar days from the date they receive the form to fully execute it and return it to the City's human resources division.

b. If the form is not completed properly or returned within fourteen (14) calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such Unit member. The effective date of Association dues, service fee, or charitable contribution shall begin no later than the beginning of the first pay period commencing fourteen (14) calendar days after receipt of the authorization form by the Unit member.

c. The Unit member's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When a Unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of a Unit member in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of a Unit member who

is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In addition to the above, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.

1.2 Religious Exemption:

a. Any Unit member who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, upon presentation to the City of active membership in such religion, body, or sect, shall not be required to join or financially support any public employee organization as a condition of employment pursuant to Government Code section 3502.5(c). The Unit member may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the Unit member from a list of at least three of these funds, designated in a memorandum of understanding between the City and the Association, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the Unit member. In instances where a Unit member makes direct payment to a nonreligious, nonlabor charitable fund, the Unit member shall provide proof of the payment on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association.

b. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Association within fourteen (14) calendar days of receipt by the City. The Association shall then have fourteen (14) calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the Unit member's choice shall commence but shall be held in escrow pending resolution of the challenge through means of a meeting between the Association representatives and City Manager, with the City Manager making the final determination.

Charitable contributions shall be made by regular payroll deductions unless otherwise provided for in subsection (1) above.

c. The Association has selected the following three nonreligious, nonlabor charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code from which the Unit member establishing religious exemption may choose: The Boys & Girls Club of Carson, Charlotte's House and the Child Guidance Center. This list may change from time to time, but only upon written notice and agreement by both parties.

1.3 Rescission:

a. The agency shop provision in this Agreement may be rescinded by a simple majority of votes cast by eligible bargaining unit members provided that:

(1) A request for such a "rescission vote" is supported by a petition containing the signatures at least thirty (30) percent of the Unit members in the bargaining unit;

(2) The vote is by secret ballot; and

(3) The vote may be taken only once per City fiscal year. (If a "rescission vote" is requested, conducted and results in rescission of agency shop, then the Association agrees not to request, petition for, negotiate for or otherwise seek agency shop for one calendar year from the date of the payroll check covering the pay period in which the agency shop deductions actually cease following a rescission vote.)

1.4 Records:

The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the Association, within sixty (60) days after the end of the Association's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

1.5 Indemnification:

The Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation, including but not limited to claims relating to any election or vote, improper deductions, and the Association's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees, costs and expenses related thereto or associated therewith.

SECTION 2. LEGAL COUNSEL:

The City agrees to provide Unit members with legal counsel in accordance with the obligations imposed on public entities by Government Code Sections 825 and 995. The City agrees that Unit members have the right to their own legal representation in all disciplinary actions, but at their own expense.

SECTION 3. RELEASE TIME:

The City shall provide Unit members with release time leave subject to the following conditions:

3.1 Upon advance written notice and unless the Unit member's or designated representative's use of release time interferes with work group operations, the immediate supervisor shall permit a Unit member and one designated representative to use release time as time off from work with pay in order to prepare a formal grievance or to appeal a disciplinary action.

3.2 The immediate supervisor may approve release time requests for up to one (1) hour for both the Unit member and one (1) designated representative for each formal grievance. The immediate supervisor may approve release time requests for up to two (2) hours for both the Unit member and one (1) designated representative for each pre-disciplinary conference or disciplinary hearing. Additional request for release time to prepare for a formal grievance or to appeal a disciplinary action must be approved in advance by the appointing authority.

3.3 A Unit member's designated representative may use release time to be present at the presentation of a formal grievance, a pre-disciplinary conference or disciplinary hearing.

3.4 Up to 4 representatives and/or officers of the Unit will be permitted to use release time to attend meet and confer sessions. Up to 2 representatives and/or officers of the Unit will be permitted to use release time to attend Personnel Committee meetings or Labor/Management meetings scheduled by the City during work hours. The City shall not be liable for overtime payments for sessions or meetings beyond regular work schedules.

3.5 Release time is not available for external grievance or legal procedures, such as PERB, court hearings, etc.

3.6 Unit representatives shall be permitted monthly paid release time for executive board meetings; such meetings shall not exceed two work hours.

3.7 Unit representatives may request release time from the employer-employee relations officer or a special meeting of Unit representatives or the general membership not otherwise covered in this provision. Such requests shall be in writing stating the reasons for such request.

.8 Unit members who use release time pursuant to the provisions of this section shall record all such hours on their payroll job ticket each payroll period.

.9 Release time is to be used to cover labor relations activities that occur during a Unit member’s normal work hours. It does not add to a Unit member’s normal work schedule nor create any overtime obligation. Any hours expended outside normal work hours shall not count as release time, shall be uncompensated by the City, and are the personal responsibility of the Unit member. However, the City Manager, Assistant City Manager, or the Human Resources Director may pre-authorize overtime for labor relations related purposes.

.10 Release time is not available for labor relations related administrative or legal proceedings, except that the bargaining unit may have one representative at administrative proceedings who shall be entitled to the use of release time and all represented members that may be called as witnesses at any administrative proceeding shall be entitled to use release time to cover any required attendance at such proceeding that occurs during the Unit member’s normally scheduled work hours. Unit members that are to be called as witnesses at such proceedings shall be placed “on call” with at least one-hour notice of the need for their attendance and allowed to use release time for any time spent that occurs during the Unit member’s normally scheduled work hours. Examples of administrative proceedings include, but are not limited to, PERB, EEOC, DFEH, Labor Commissioner, etc.

3.11 Unit members shall be permitted one (1) hour of paid release time per month to attend membership meetings. The bargaining unit will keep sign-in sheets and provide same to Human Resources to prove attendance at the membership meetings.

SECTION 4. CONFERENCE ATTENDANCE:

The City agrees to permit Professional and Supervisory Unit members to attend one work-related professional conference of their choosing during each fiscal year, with the approval of the Unit member's Director, at City expense provided funds are available. The location of the conference must be held within the Western Continental United States and shall be consistent with any Standard Management Procedures (SMP) authorized by the City Manager on attendance at conferences. The conference would be in addition to any conference the Unit member's Director may require the Unit member to attend. The Unit member will receive no additional compensation or consideration if the Unit member chooses not to make use of this opportunity in a given fiscal year.

SECTION 5. FAIR LABOR STANDARDS ACT:

5.1 The Union affirms the City's right and obligation to determine the jobs in the City of Carson that are exempt according to the provisions of the Fair Labor Standards Act.

5.2 The Union agrees that supervisors classifications and positions represented by the Unit are non-exempt as defined in the Fair Labor Standards Act.

5.3 The Union agrees that the positions marked as exempt in Appendix A are currently defined by the City as exempt in accordance with the Fair Labor Standards Act.

5.4 The Union agrees that these positions determined to be exempt as defined in the Fair Labor Standards Act are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the overtime provisions of the City of Carson Personnel Rules.

SECTION 6. REORGANIZATION OR RECLASSIFICATION:

The City agrees to meet and confer with the Union in the event of any reorganization and/or reclassification impacting on the members of the Union.

SECTION 7. FLEXIBLE WORK SCHEDULES:

The City will work with Unit members to achieve flexibility in work schedules to accommodate special needs in areas such as: childcare, eldercare or education. These accommodations can be made whenever they can be done without causing hardship on the work unit. The allowable work schedule flexibility shall be restricted to those that can be made within the workday, such as: modifying starting or ending time by thirty (30) minutes, and/or reducing the meal period to thirty (30) minutes. Flexibility may also include other modifications which would require the use of leave hours or reductions in pay.

SECTION 8. UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS & INFORMATION:

Pursuant to AB 119, the City agrees to provide, when practical, no less than 10-days' notice in advance of any new employee orientations and provide the Union access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the Union, which could mean representational attendance or correspondence. The Union shall advise the City reasonably in advance as to the type of access requested. The City agrees to provide such reasonable notice of current employees that have changed position status." (i.e. part-time to full time, promotional, etc.)

The City agrees, pursuant to AB 119, to provide the Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The City also agrees to provide the Union with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees once a year or upon request as long as the prior request for such information or the provision of such information was at least more than 120 days earlier.

SECTION 9. BULLETIN BOARDS

The City shall furnish adequate, visible and accessible bulletin boards for the Association and Union to post Union-relevant information for bargaining unit members.

SECTION 10. WORK ACCESS

Authorized Association and Union representatives shall be given access to work locations during working hours for the following purposes including but not limited to: processing potential or actual grievances, observing working conditions and posting information on Union bulletins boards.

ARTICLE X
GRIEVANCE PROCEDURE

SECTION 1. PURPOSE:

The purpose of the Grievance Procedure is to establish channels of communication between Unit members, supervisors, and management. The City encourages any Unit member having a grievance related to his or her working conditions to discuss the matter informally with his or her immediate supervisor without undue delay in order to resolve the issue. The purpose of these preliminary discussions is to settle disagreements fairly, as quickly as possible, and to eliminate problems before they evolve to grievances.

SECTION 2. DEFINITION:

A grievance is a timely written complaint by one or more Unit members concerning the application or interpretation of the provisions of this MOU affecting Unit members' wages, hours, and working conditions.

SECTION 3. GRIEVANCE STEPS:

The grievance procedure shall be used to resolve a Unit member's complaints as defined in Section 2 above. The grievance procedure shall consist of the following "Steps."

Step 1. A Unit member shall have the right to present a grievance, in writing, within five (5) working days of the action or incident causing the grievance. Such grievance shall be provided to the immediate supervisor of the Unit member. All grievances shall state the violation of this MOU, how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's requested remedy. Within ten (10) working days of receipt of the grievance, the immediate supervisor shall render a written decision responding to the grievance and return the completed grievance form to the Unit member. Failure of the immediate supervisor to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. If denied, and the Unit member wishes to move the grievance to the next Step in the grievance process, then the Unit member shall move the grievance to the next immediate supervisor within the chain of command, in accordance with Section 3, Step 2 of this Article. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after response to or constructive denial of the grievance by the immediate supervisor.

Step 2. If the immediate supervisor's response does not satisfactorily resolve the complaint, and/or the grievance is denied, then the Unit member and/or the Unit member's designated representative may submit the grievance to the next immediate supervisor within the chain of command, within five (5) working days of the immediate supervisor's actual or constructive decision on the grievance. The next immediate supervisor shall contact and discuss the grievance with the Unit member and/or the Unit member's designated representative and shall discuss the grievance with the Unit member's immediate supervisor. Within ten (10) working days after receipt of the grievance, the next immediate supervisor shall render a written response to the grievance and the completed grievance form shall be returned to the Unit member. Failure of the next immediate supervisor to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. If the next immediate supervisor's response does not satisfactorily resolve the complaint, the Unit member and/or Unit member's designated representative may present the grievance to the next succeeding supervisor within the chain of command, within five (5) working days of the next immediate supervisor's response to or constructive denial of the grievance. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after response to or constructive denial of the grievance by the next immediate supervisor. Prior to submitting any grievance to the Director in accordance with Step 3, all Unit members are required to submit their grievance to each next immediate supervisor within the chain of command, and in order of the chain of command, in accordance with the timing requirements and procedures of this Step 2.

Step 3. If the grievance is not satisfactorily resolved through presentation of the complaint to the Unit member's supervisors pursuant to Step 2, and/or the grievance is denied, the Unit member and/or the Unit member's designated representative may thereafter submit the grievance to the Director of his/her work group, within five (5) working days of the last supervisor's response or constructive denial of the grievance. The Director shall contact and discuss the grievance with the Unit member and/or the Unit member's designated representative and shall discuss the grievance with the Unit member's immediate supervisor and others within the Unit

member's chain of command. Within ten (10) working days after receipt of the grievance, the Director shall render a written decision on the grievance and the completed grievance form shall be returned to the Unit member. Failure of the Director to render a written decision on the grievance within ten (10) working days constitutes a constructive denial of the grievance. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after the receipt of the response to or constructive denial of the grievance by the Director.

Step 3a. Before moving a grievance to the City Manager's step, a Unit member may request an advisory mediation session. The cost of mediation will be shared by the City and the Unit on a 50/50 basis, with both parties bearing their own legal costs, including but not limited to attorneys' fees.

Step 4. If the grievance is not satisfactorily resolved through presentation of the complaint to the Unit member's Director pursuant to Step 3, or through advisory mediation pursuant to step 3a, and/or the grievance is denied, the Unit member and/or the Unit member's designated representative may thereafter submit the grievance to a non-involved Director or the Human Resources Department Head in lieu of the City Manager. The hearing officer shall be mutually agreed upon by both parties. When the Unit member presents a grievance to a non-involved Director or the Human Resources Department Head in lieu of the City Manager, the selected person shall discuss the grievance with the Unit member and/or the Unit member's designated representative. The selected person shall also discuss the grievance with the Unit member's immediate supervisor and others within the chain of command, up to and including the Director. Within ten (10) working days after receipt of the grievance, the selected person shall render a written decision on the grievance. Failure of the selected person to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. The decision or constructive denial of the selected person shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Thereafter, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.

SECTION 4. NON-DEPARTMENTAL GRIEVANCES:

Grievances resulting from decisions or actions outside the work group chain-of-command shall be initiated by the Unit member and/or Unit member's representative with the Director of the work group from which the decisions or actions occurred, and will follow the procedures as detailed in Section 3 of this Article.

SECTION 5. EXTENSIONS OF TIME:

Extensions of any of the time limits on the presentation of, or responses to, a grievance as set forth in the grievance procedure may be mutually agreed to by the parties involved with the grievance but must be evidenced in writing by both sides.

SECTION 6. REPRISALS:

The City shall not institute any reprisals against any Unit member or designated representative resulting from the use of the grievance procedure.

SECTION 7. MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE:

7.1 Those matters not specifically provided for under the definition in Section 2 above.

7.2 Disputes involving the content of performance reviews arising from the application of the provisions of SMP No. 6.4.

ARTICLE XI
APPEAL PROCEDURES

SECTION 1. REQUEST FOR DISCIPLINARY HEARING:

Unit members who have passed probation shall have the right to appeal the imposition of disciplinary action. As used herein, the term "disciplinary action" shall mean discharge, involuntary demotion or suspension of a Unit member, in accordance with the City of Carson Personnel Rules, as such Personnel Rules may be amended from time to time. When a Unit member requests a disciplinary hearing, the request shall be in writing, signed by the Unit member, and presented to the Human Resources Director within ten (10) calendar days after the notification date of the imposition of the disciplinary action. Any such request shall be addressed to the Human Resources Director and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the Unit member. All disciplinary hearings shall be considered in private unless the Unit member requests, in writing, a public hearing. If the Unit member fails to request a disciplinary hearing within the prescribed time, the Unit member shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

SECTION 2. SCHEDULING OF DISCIPLINARY HEARING:

The Human Resources Director shall be responsible for scheduling any disciplinary hearing within a reasonable time after the filing of the Unit member's request, considering the availability of a hearing officer and the convenience of the Unit member and witnesses. If the disciplinary action taken by the Unit member's Director is discharge, the parties shall commence proceedings to select a hearing officer under Section 3 within fifteen (15) calendar days after the filing of the Unit member's request, unless a time extension is agreed to in writing by both the City and the affected Unit member and/or his/her representative.

SECTION 3. HEARING OFFICER:

3.1 The appointing authority shall be the hearing officer for disciplinary hearings except for those involving discharge. The appointing authority may designate a Director, as mutually agreed upon by the City and the Unit Union, as the hearing officer for any disciplinary hearing that does not involve discharge.

3.2 In any disciplinary hearing involving discharge, a neutral hearing officer shall be selected from an outside source pursuant to a method mutually agreed upon by the City and the Union, unless the Unit member and/or his/her representative and the appointing authority mutually agree in writing that the hearing officer may be the City Manager.

3.3 Where a neutral hearing officer is selected from an outside source, the cost for the hearing officer shall be shared equally by the City and the Union.

3.4 The City Manager or his/her designee shall be the final hearing officer on all matters of discharge brought forward by a Unit member without the support or involvement of the Unit member's Unit.

SECTION 4. REPRESENTATION AT DISCIPLINARY HEARING:

4.1 At the disciplinary hearing, the Unit member may appear personally and shall have the right to be represented by counsel and any other person(s) allowed by the hearing officer, but during the disciplinary hearing only one person shall have the right to present the appeal on behalf of the Unit member.

4.2 The Unit member and the City shall each have the right to produce and confront witnesses and to present any relevant oral or documentary evidence.

4.3 Subsections 4.1 and 4.2 are not intended to, and shall not preclude the hearing officer from questioning any witness, or asking any representative or other person present at the hearing, any questions that the hearing officer may deem appropriate and relevant to the subject matter of the appeal.

SECTION 5. BURDEN OF PROOF AND EVIDENCE:

The City shall have the burden of proof and shall be required to prove the charges against the Unit member by a preponderance of the evidence. The disciplinary hearing shall not be conducted according to the technical rules of evidence.

SECTION 6. CONDUCT OF THE DISCIPLINARY HEARING:

The conduct of the disciplinary hearing shall be under the control of the hearing officer with due regard for the rights and privileges of the parties. During the examination of a witness, the hearing officer may exclude from the hearing any and all other witnesses. The hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.

SECTION 7. HEARING OFFICER'S DECISION:

Within thirty (30) calendar days after the conclusion of the evidentiary and argument portions of the disciplinary hearing, the hearing officer shall issue a written decision containing findings of fact and conclusions of law. The hearing officer shall have the authority to affirm, revoke, or reduce the disciplinary action imposed against the Unit member. The hearing officer's decision constitutes a final resolution of any disciplinary action and no further appeal shall be permitted within the City's administrative process.

ARTICLE XII
LAYOFF

SECTION 1. PREREQUISITE FOR LAYOFF:

If the City Manager determines that a reduction in personnel is necessary for economic reasons, then the order of layoff shall observe the "seniority rule" in putting the reduction into effect. (Government Code § 45100.) It is agreed by the City and the Union that the seniority rule shall mean that when any classification having two or more Unit members is subject to less than a complete lay off, then the Unit members shall be laid off in order of reverse seniority based first upon actual service time in the classification, and in instances where that is equal, then on tenure, defined as cumulative actual City service time.

Reductions in the City's work force for reasons other than solely economic reasons shall continue to observe the layoff order as set forth below in subsections 1.1 through 1.4, and Section 2:

1.1 All temporary, seasonal, and/or recurrent and probationary Unit members have been released from the classification.

1.2 Unit members in the classification have been given an opportunity to seek lateral transfer or voluntarily demote to existing vacant positions, for which they meet minimum qualifications.

1.3 Management will meet and consult with the representative of the Union over alternative courses of action to avoid such layoff.

1.4 Notice of actual layoffs shall be given no less than twenty-eight (28) calendar days before the date of implementation. Such notice shall include:

a. Classification where layoff is to occur;

b. Seniority list by total actual City service in the affected classification; and

c. List of current permanent vacancies in all classifications represented by the Union.

SECTION 2. ORDER OF LAYOFF:

2.1 Layoffs shall occur on the basis of seniority, with the least senior Unit member based on total actual employment in a classification represented by the Union shall be laid off first and any subsequent layoff shall proceed to the next least senior.

2.2 Ties in Seniority – Where the seniority of two (2) Unit members is of the same length, the Unit member with the shorter tenure shall be laid off first.

2.3 Ties in Tenure - Where the actual seniority and tenure of two (2) Unit members are of the same length, tenure shall be decided by the date and time of the employee’s submission of job application to the City.

2.4 Title changes and/or amended class specifications for classes with multiple positions will not change or alter the seniority rights of the incumbents in the original classification when subject to layoff, provided such prior classification is the same salary range.

SECTION 3. VOLUNTARY DEMOTION:

A Unit member so laid off may choose voluntary demotion so as to avoid layoff.

3.1 Such voluntary demotion can be to a lower or equal class of previous standing or to a lower or equal class that is vacant provided they meet the minimum qualifications for those positions.

3.2 If the voluntary demotion causes a layoff in the lower or equal class, such layoff shall follow the provisions of this Article.

SECTION 4. RECALL:

Unit members who laterally transfer, take a voluntary demotion or are laid off pursuant to the provisions of this Article, shall have their names entered onto a recall list for the classification of original standing.

4.1 Such a list shall be in inverse order of layoff, lateral transfer or voluntary demotion.

4.2 The recall list shall be kept by Human Resources and shall be used in order when any vacancy for that classification is to be filled.

4.3 The list shall be maintained until all names have been offered an opportunity for recall or at the end of three (3) years, whichever comes first.

4.4 The appointing authority shall offer appointment to the first name on said list. If the individual accepts and he or she shall be appointed after sixty (60) days from the date of layoff, the Unit member may be required to take a medical examination so as to ensure the Unit member is medically and mentally capable of performing duties of the classification. The individual shall still be required to meet the minimum qualifications of the classification.

SECTION 5. SEVERANCE PACKAGE:

The City shall provide laid off Unit members a severance package in exchange for release of all claims as follows:

5.1 Severance pay calculated at thirty (30) hours for each year of service with a minimum benefit of 173.33 hours pay and a maximum benefit of 520 hours pay.

5.2 Medical and dental benefits will be provided through the regular insurance and/or COBRA reimbursement for the time period equivalent to the number of days as the severance pay.

ARTICLE XIII
OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1. STATUS OF GRANT FUNDED EMPLOYEES:

Full-time, non-general fund Unit members shall be considered City employees and will receive all benefits and rights conferred by this MOU. This includes, but is not limited to, Unit members funded through the Carson Successor Agency, Carson Housing Authority, Community Development Block Grant, AQMD funds and Proposition A or C funds.

SECTION 2. PROMOTIONAL OPPORTUNITIES:

2.1 The City shall make a good faith effort to promote and transfer from within the City service.

2.2 The City shall recruit for and establish eligibility lists for all vacant budgeted positions, unless they are temporarily frozen by the City Manager. At his/her sole discretion, the City Manager may fill a position by reinstatement or voluntary demotion.

2.3 A Unit member who is rejected during the probationary period shall be reinstated to the position from which he or she had been promoted. A rejected promotional probationary Unit member does not waive their right to appeal within the City's administrative appeal process. A promotional probationary period shall be used for the evaluation of a Unit member in the promotional capacity and can in no way be used to revoke rights or benefits gained by the prior passage of the Unit member's initial probationary period within the City.

SECTION 3. CITY COUNCIL PERSONNEL COMMITTEE:

The City agrees to inform the Unit of any issues going before the City Council Personnel Committee and City Council concerning the Unit. The Unit will be given this information and the right to attend said meetings on release time, limited to one or two members, as appropriate.

SECTION 4. JOB SERIES STUDY:

4.1 The City acknowledges the Job Series and will create advancement criteria for:

a. Assistant Planner/Associate Planner

b. Emergency Management Specialist/Emergency Management Senior Specialist

c. Accountant I/Accountant II

d. Administrative Analyst/Sr. Administrative Analyst

e. Administrative Specialist . Sr. Administrative Specialist

SECTION 5. JOB SHARING:

5.1 Job Sharing Definition:

Bifurcation of the job duties (essential functions) of a full-time classification into two equal ½-time jobs that total full-time work, generally 40 hours per week, 52 weeks per year.

5.2 Benefits:

A Job-Sharing Unit member shall receive, as applicable, benefits on the basis of one-half the rate accorded to comparable full-time employees. No other method of pro-ration shall apply. For benefits that have a time or service requirement to qualify to receive them, a year shall be defined as successful completion of 2,080 hours of service. Under Job Sharing, this will generally be 104 weeks at 20 hours per week.

5.3 Job Sharing Unit member:

One of a pair of Unit members, each of whom job shares by performing one-half of the essential functions of a full-time classification and who works ½ of the hours of the full-time class, generally 20 hours per week, 52 weeks per year.

5.4 Vacancy of Job Share Position:

If one person occupying half of a job share position leaves the city or takes an extended leave, the City may compel the person occupying the other half to convert to full time. If the person chooses not to convert to full time, the City has the option to eliminate both the job share positions and commence recruitment for a full-time position.

5.5 Resumption of Full-Time Status.

If a Job Sharing Unit member wishes to resume full-time work with the City, he or she shall seek reassignment or transfer to a full-time position in the Unit member's department, for which he or she meets the minimum qualifications. Should the Unit member's department be unable to effect such reassignment, the Unit member shall seek a transfer as prescribed under the Personnel Rules.

5.6 Involuntary Conversion to or from Job Sharing Status.

Neither management nor Unit members shall convert full-time positions to job-sharing positions, or the converse, without first consulting with the other party. If both parties are in agreement, as well as the affected Unit members, the decision shall be memorialized via Personnel Action Request forms.

5.7 Salary Anniversary Date.

If a Unit member's appointment to a Job Sharing position is either as a new hire or by promotion, the salary anniversary date shall be defined as that date which occurs upon successful completion of 2,080 hours of service, generally 104 weeks at 20 hours per week. Such Unit members may be considered for a merit increase after successful completion of 1,040 hours of service, generally 52 weeks at 20 hours per week. Subsequent salary anniversary dates shall be defined as those dates which occur upon completion of 2,080 hours of service, generally 104 weeks at 20 hours per week. If a Unit member's appointment to a Job Sharing position is not a new hire or promotion, the salary anniversary date shall be based on his or her prior service, in accordance with the Personnel Rules.

ARTICLE XIV
DRAFTING PROVISIONS AND DURATION

SECTION 1. FULL UNDERSTANDING:

This MOU sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded and/or terminated in their entirety. All provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this MOU, shall remain in full force and effect, and are specifically not superseded or otherwise affected by this MOU. This MOU contains all the terms, covenants and stipulations of employment for Professional and Supervisor Unit members and supersedes all prior resolutions adopting MOUs for this Unit and practices except for those contained in the City's written rules and regulations, resolutions, ordinances and policies that are not in conflict or inconsistent with

the MOU. It remains the parties understanding that the City's Personnel Rules, however, do not apply to unclassified persons covered by this MOU.

SECTION 2. SEVERABILITY:

Notwithstanding any other provisions of this MOU, in the event that any article, section, or subsection of this MOU shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the City, the City and the Unit shall meet and confer on the affected article, section, or subsection. In such event, all other articles, sections or subsections of this MOU not affected shall continue in full force and effect.

SECTION 3. EMERGENCY WAIVER:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. The Unit shall have the right to meet and confer with the City regarding the impact on Unit members of the suspension of provisions in the MOU during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

SECTION 4. JOINT DRAFTING:

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

SECTION 5. MODIFICATION:

This MOU may only be modified or amended by written agreement between the parties which then must be approved by Council resolution.

SECTION 6. DURATION:

This Memorandum of Understanding shall be binding on the City and the Unit when adopted by the City Council.

Except as otherwise provided herein, this MOU shall be in full force and effect from July 1, 2024 and shall remain in full force and effect up to and including June 30, 2027.

SECTION 7. REOPENERS/ME TOO CLAUSE:

The parties do specifically agree to reopen the meet and confer process during the term of this MOU only as regards the following issues. These reopeners are not contingent upon the execution of any successor MOU and no successor MOU is contingent upon agreement on these reopeners:

a. Changes and/or revisions to the City's Personnel Rules and Regulations, including related SMPs;

b. Changes and/or revisions to the City's Employer Employee Relations Resolution (EERR);

c. Changes to Unit member job specifications;

d. Changes to any other wage, hour, term or condition of employment requiring meet and confer pursuant to applicable law.

e. Acting Duty Pay Modification.

f. Overtime for exempt Unit members pay related to elections and declared emergencies;

g. Court Summons/Subpoena/Jury Duty – pay to exempt Unit members for attending court on a non-work days;

h. Workers Compensation Leave – The parties agree to a reopener to discuss the City's proposal to not offset workers' compensation/temporary disability payments against long term disability. Employee shall not be allowed to transition from workers' compensation/temporary disability to long term disability while still suffering from an occupational injury.

i. Short and Long Term Disability Insurance – The parties agree to a reopener to discuss the City's proposal to change the short and long tent disability benefit on base salary only, not including special compensation.

j. Biometric Timekeeping – The parties agree to a reopener to discuss the City's proposal to implement biometric timekeeping during MOU term.

k. Home Telephone Calls – The parties agree to a reopener to discuss the City's proposal to negotiate clarifying language to Article III, Section 9 compensation provision for home telephone calls, including any related issues.

l. Call Back – The parties agree to a reopener to discuss Unit's proposal to negotiate clarifying language to Article III, Section 10 regarding call back and overtime.

m. Stand By Pay – The parties agree to a reopener to discuss Unit's proposal that bargaining unit employees on monthly standby duty shall be compensated $280 per week and shall be compensated for all hours worked when called to actual duty, as defined and required by the Fair Labor Standards Act and the Portal-to-Portal Act.

n. Safety Shoes – The parties agree to a reopener to discuss Unit's proposal to add to Article VI Section 1 the provision of safety shoes for certain classifications.

o. Job Series – The parties agree to a reopener to discuss Unit's proposal on adding a Job Series for Planning and Analyst classifications to the MOU.

p. Court Summons/Subpoena/Jury Duty – pay to exempt Unit members for attending court on a non-workdays; and

q. Lateral Transfers.

r. Administrative Leave increase from 120-180 hours

s. Deferred Compensation increase by $200, and all Unit members receive same amount

t. Professional Development amount increase by $100

u. Increase in annual leaves of two vacation hours per month

v. Stand-by pay and take home vehicles

w. Job Sharing / special compensation pay (seeking definition on special compensation pay)

x. Improved Grievance procedure

During the term of this MOU, if any other bargaining unit in the City of Carson receives additional increases to the proposed cost of living increases or other compensation, including retroactive payments, as described in Article III, Section 1 [Salary], or additional improvements to the health insurance benefits, including but not limited to, additional City contributions to the health insurance premiums or cafeteria caps; or any other financial improvements, the City agrees to provide the same such increases and improvements to the Union and to meet and confer with the Union over such increases and improvements.

ARTICLE XV
CITY COUNCIL APPROVAL

The City Manager and Employee Relations Officer of the City and the Unit have met and conferred in good faith on wages, hours and other terms and conditions of employment for the Unit members represented by the Unit and have reached agreements which are set forth in this MOU. This MOU constitutes a joint recommendation by the City's negotiators and the Unit, after ratification of its membership, to be submitted to the City Council for its determination and approval by one or more resolutions, as the City Council may deem fit and proper. This MOU is of no force or effect unless or until ratified and approved by a resolution of the City Council.

[SIGNATURES ON FOLLOWING PAGE]

IT IS SO AGREED:

CPSA	**CITY OF CARSON**
Robin Wilson, President	David C. Roberts Jr., City Manager
Garrett Roberts, Vice President	Pam Lee, Deputy City Attorney
Priscilla Carreras, Treasurer	
Luchie Magante, Secretary	

Attachments:
Appendix A – CPSA Monthly Salary Schedule effective July 1, 2024
Appendix B – CPSA Monthly Salary Schedule effective July 1, 2025
Appendix C – CPSA Monthly Salary Schedule effective July 1, 2026
Appendix D – CPSA / SEIU Side Letter Agreement – Job Series Program for Administrative Specialist and Senior Administrative Specialist

City of Carson
Monthly Salary Schedule
Carson Professional & Supervisors Association
Effective July 1, 2024
6% COLA - Appendix A

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Accountant I	901	38.30	40.21	42.22	44.33	46.55	48.88
Accountant II	902	42.27	44.38	46.60	48.93	51.38	53.95
Administrative Analyst	903	45.31	47.57	49.95	52.45	55.07	57.82
Administrative Specialist	904	39.08	41.04	43.09	45.25	47.51	49.88
Assistant Planner	905	41.03	43.08	45.24	47.50	49.87	52.37
Associate Civil Engineer	906	52.56	55.19	57.95	60.85	63.89	67.08
Associate Planner	907	47.61	49.99	52.49	55.12	57.87	60.77
Business Development Analyst	908	50.02	52.52	55.14	57.90	60.80	63.84
Civil Engineering Assistant	907	47.61	49.99	52.49	55.12	57.87	60.77
Emergency Management Specialist	904	39.08	41.04	43.09	45.25	47.51	49.88
Emergency Preparedness Analyst	914	48.79	51.22	53.79	56.48	59.30	62.26
GIS Analyst	907	47.61	49.99	52.49	55.12	57.87	60.77
GIS Technician	904	39.08	41.04	43.09	45.25	47.51	49.88
Housing Analyst	903	45.31	47.57	49.95	52.45	55.07	57.82
Housing Program Manager	909	59.45	62.43	65.55	68.83	72.27	75.88
Housing Specialist	910	51.26	53.83	56.52	59.34	62.31	65.43
Network Administrator	910	51.26	53.83	56.52	59.34	62.31	65.43
Principal Administrative Analyst	908	50.02	52.52	55.14	57.90	60.80	63.84
Project Manager	909	59.45	62.43	65.55	68.83	72.27	75.88
Public Information Analyst	903	45.31	47.57	49.95	52.45	55.07	57.82
Public Safety Specialist	904	39.08	41.04	43.09	45.25	47.51	49.88
Public Works Programs Administrator	909	59.45	62.43	65.55	68.83	72.27	75.88
Senior Administrative Analyst	907	47.61	49.99	52.49	55.12	57.87	60.77
Senior Administrative Specialist	905	41.03	43.08	45.24	47.50	49.87	52.37
Senior Civil Engineer	912	60.93	63.98	67.17	70.53	74.06	77.76
Senior Engineering Technician	913	40.46	42.49	44.61	46.84	49.19	51.64
Sr. Budget Analyst	917	53.69	56.38	59.20	62.16	65.27	68.53
Storm Water Engineer	910	51.26	53.83	56.52	59.34	62.31	65.43
Systems Administrator	918	60.73	63.76	66.95	70.30	73.82	77.51
Systems Business Analyst	918	60.73	63.76	66.95	70.30	73.82	77.51
Systems Specialist	903	45.31	47.57	49.95	52.45	55.07	57.82
Water Quality Administrator	906	52.56	55.19	57.95	60.85	63.89	67.08
Web Developer	910	51.26	53.83	56.52	59.34	62.31	65.43
Community Center Program Manager	602	53.96	56.66	59.49	62.47	65.59	68.87
Human Services Program Manager	602	53.96	56.66	59.49	62.47	65.59	68.87

Recreation Program Manager	602	53.96	56.66	59.49	62.47	65.59	68.87
Senior Accountant	603	48.79	51.22	53.79	56.48	59.30	62.26
Senior Buyer	611	43.13	45.29	47.55	49.93	52.43	55.05
Senior Planner	610	55.21	57.97	60.87	63.91	67.10	70.46
Supv., Code Enforcement	605	45.45	47.72	50.11	52.62	55.25	58.01
Supv., Construction Inspection	604	48.92	51.36	53.93	56.63	59.46	62.43
Supv., Custodial	606	40.04	42.05	44.15	46.36	48.67	51.11
Supv., Employment Development	611	43.13	45.29	47.55	49.93	52.43	55.05
Supv., Event Services	601	46.46	48.78	51.22	53.78	56.47	59.29
Supv., Facilities Maintenance	604	48.92	51.36	53.93	56.63	59.46	62.43
Supv., Parks Maintenance	607	44.20	46.42	48.74	51.17	53.73	56.42
Supv., Public Works Maint.	601	46.46	48.78	51.22	53.78	56.47	59.29
Supv., PW Maint.-Tree Maint.	601	46.46	48.78	51.22	53.78	56.47	59.29
Supv., Warehouse	606	40.04	42.05	44.15	46.36	48.67	51.11
Transportation Program Manager	602	53.96	56.66	59.49	62.47	65.59	68.87
Supv., Fleet Maintenance	604	48.92	51.36	53.93	56.63	59.46	62.43
Supv., Public Safety	608	52.56	55.19	57.95	60.85	63.89	67.08

City of Carson
Monthly Salary Schedule
Carson Professional & Supervisors Association
Effective July 1, 2025
4% COLA - Appendix B

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Accountant I	901	39.83	41.82	43.91	46.11	48.41	50.83
Accountant II	902	43.96	46.16	48.47	50.89	53.43	56.11
Administrative Analyst	903	47.12	49.47	51.95	54.55	57.27	60.14
Administrative Specialist	904	40.65	42.68	44.81	47.06	49.41	51.88
Assistant Planner	905	42.67	44.81	47.05	49.40	51.87	54.46
Associate Civil Engineer	906	54.66	57.40	60.27	63.28	66.44	69.77
Associate Planner	907	49.52	51.99	54.59	57.32	60.19	63.20
Business Development Analyst	908	52.02	54.62	57.35	60.22	63.23	66.39
Civil Engineering Assistant	907	49.52	51.99	54.59	57.32	60.19	63.20
Emergency Management Specialist	904	40.65	42.68	44.81	47.06	49.41	51.88
Emergency Preparedness Analyst	914	50.74	53.27	55.94	58.73	61.67	64.75
GIS Analyst	907	49.52	51.99	54.59	57.32	60.19	63.20
GIS Technician	904	40.65	42.68	44.81	47.06	49.41	51.88
Housing Analyst	903	47.12	49.47	51.95	54.55	57.27	60.14
Housing Program Manager	909	61.83	64.92	68.17	71.58	75.16	78.92
Housing Specialist	910	53.31	55.98	58.78	61.72	64.80	68.04
Network Administrator	910	53.31	55.98	58.78	61.72	64.80	68.04
Principal Administrative Analyst	908	52.02	54.62	57.35	60.22	63.23	66.39
Project Manager	909	61.83	64.92	68.17	71.58	75.16	78.92
Public Information Analyst	903	47.12	49.47	51.95	54.55	57.27	60.14
Public Safety Specialist	904	40.65	42.68	44.81	47.06	49.41	51.88
Public Works Programs Administrator	909	61.83	64.92	68.17	71.58	75.16	78.92
Senior Administrative Analyst	907	49.52	51.99	54.59	57.32	60.19	63.20
Senior Administrative Specialist	905	42.67	44.81	47.05	49.40	51.87	54.46
Senior Civil Engineer	912	63.37	66.53	69.86	73.35	77.02	80.87
Senior Engineering Technician	913	42.08	44.19	46.40	48.72	51.15	53.71
Sr. Budget Analyst	917	55.84	58.63	61.57	64.64	67.88	71.27
Storm Water Engineer	910	53.31	55.98	58.78	61.72	64.80	68.04
Systems Administrator	918	63.16	66.31	69.63	73.11	76.77	80.61
Systems Business Analyst	918	63.16	66.31	69.63	73.11	76.77	80.61
Systems Specialist	903	47.12	49.47	51.95	54.55	57.27	60.14
Water Quality Administrator	906	54.66	57.40	60.27	63.28	66.44	69.77
Web Developer	910	53.31	55.98	58.78	61.72	64.80	68.04
Community Center Program Manager	602	56.12	58.92	61.87	64.96	68.21	71.62
Human Services Program Manager	602	56.12	58.92	61.87	64.96	68.21	71.62

Recreation Program Manager	602	56.12	58.92	61.87	64.96	68.21	71.62
Senior Accountant	603	50.74	53.27	55.94	58.73	61.67	64.75
Senior Buyer	611	44.86	47.10	49.46	51.93	54.52	57.25
Senior Planner	610	57.42	60.29	63.30	66.47	69.79	73.28
Supv., Code Enforcement	605	47.27	49.63	52.11	54.72	57.46	60.33
Supv., Construction Inspection	604	50.87	53.42	56.09	58.89	61.84	64.93
Supv., Custodial	606	41.65	43.73	45.92	48.21	50.62	53.15
Supv., Employment Development	611	44.86	47.10	49.46	51.93	54.52	57.25
Supv., Event Services	601	48.32	50.73	53.27	55.93	58.73	61.67
Supv., Facilities Maintenance	604	50.87	53.42	56.09	58.89	61.84	64.93
Supv., Parks Maintenance	607	45.97	48.27	50.69	53.22	55.88	58.67
Supv., Public Works Maint.	601	48.32	50.73	53.27	55.93	58.73	61.67
Supv., PW Maint.-Tree Maint.	601	48.32	50.73	53.27	55.93	58.73	61.67
Supv., Warehouse	606	41.65	43.73	45.92	48.21	50.62	53.15
Transportation Program Manager	602	56.12	58.92	61.87	64.96	68.21	71.62
Supv., Fleet Maintenance	604	50.87	53.42	56.09	58.89	61.84	64.93
Supv., Public Safety	608	54.66	57.40	60.27	63.28	66.44	69.77

City of Carson
Monthly Salary Schedule
Carson Professional & Supervisors Association
Effective July 1, 2026
4% COLA - Appendix C

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Accountant I	901	41.42	43.49	45.67	47.95	50.35	52.87
Accountant II	902	45.72	48.00	50.41	52.93	55.57	58.35
Administrative Analyst	903	49.00	51.45	54.03	56.73	59.56	62.54
Administrative Specialist	904	42.27	44.39	46.61	48.94	51.38	53.95
Assistant Planner	905	44.38	46.60	48.93	51.37	53.94	56.64
Associate Civil Engineer	906	56.85	59.69	62.68	65.81	69.10	72.56
Associate Planner	907	51.50	54.07	56.77	59.61	62.59	65.72
Business Development Analyst	908	54.10	56.80	59.64	62.63	65.76	69.05
Civil Engineering Assistant	907	51.50	54.07	56.77	59.61	62.59	65.72
Emergency Management Specialist	904	42.27	44.39	46.61	48.94	51.38	53.95
Emergency Preparedness Analyst	914	52.77	55.40	58.17	61.08	64.14	67.34
GIS Analyst	907	51.50	54.07	56.77	59.61	62.59	65.72
GIS Technician	904	42.27	44.39	46.61	48.94	51.38	53.95
Housing Analyst	903	49.00	51.45	54.03	56.73	59.56	62.54
Housing Program Manager	909	64.31	67.52	70.90	74.44	78.16	82.07
Housing Specialist	910	55.45	58.22	61.13	64.19	67.40	70.77
Network Administrator	910	55.45	58.22	61.13	64.19	67.40	70.77
Principal Administrative Analyst	908	54.10	56.80	59.64	62.63	65.76	69.05
Project Manager	909	64.31	67.52	70.90	74.44	78.16	82.07
Public Information Analyst	903	49.00	51.45	54.03	56.73	59.56	62.54
Public Safety Specialist	904	42.27	44.39	46.61	48.94	51.38	53.95
Public Works Programs Administrator	909	64.31	67.52	70.90	74.44	78.16	82.07
Senior Administrative Analyst	907	51.50	54.07	56.77	59.61	62.59	65.72
Senior Administrative Specialist	905	44.38	46.60	48.93	51.37	53.94	56.64
Senior Civil Engineer	912	65.90	69.20	72.66	76.29	80.10	84.11
Senior Engineering Technician	913	43.77	45.96	48.25	50.67	53.20	55.86
Sr. Budget Analyst	917	58.08	60.98	64.03	67.23	70.59	74.12
Storm Water Engineer	910	55.45	58.22	61.13	64.19	67.40	70.77
Systems Administrator	918	65.68	68.97	72.42	76.04	79.84	83.83
Systems Business Analyst	918	65.68	68.97	72.42	76.04	79.84	83.83
Systems Specialist	903	49.00	51.45	54.03	56.73	59.56	62.54
Water Quality Administrator	906	56.85	59.69	62.68	65.81	69.10	72.56

Web Developer	910	55.45	58.22	61.13	64.19	67.40	70.77
Community Center Program Manager	602	58.36	61.28	64.35	67.56	70.94	74.49
Human Services Program Manager	602	58.36	61.28	64.35	67.56	70.94	74.49
Recreation Program Manager	602	58.36	61.28	64.35	67.56	70.94	74.49
Senior Accountant	603	52.77	55.40	58.17	61.08	64.14	67.34
Senior Buyer	611	46.65	48.98	51.43	54.01	56.71	59.54
Senior Planner	610	59.71	62.70	65.83	69.12	72.58	76.21
Supv., Code Enforcement	605	49.16	51.62	54.20	56.91	59.75	62.74
Supv., Construction Inspection	604	52.91	55.55	58.33	61.25	64.31	67.52
Supv., Custodial	606	43.31	45.48	47.75	50.14	52.65	55.28
Supv., Employment Development	611	46.65	48.98	51.43	54.01	56.71	59.54
Supv., Event Services	601	50.25	52.76	55.40	58.17	61.08	64.13
Supv., Facilities Maintenance	604	52.91	55.55	58.33	61.25	64.31	67.52
Supv., Parks Maintenance	607	47.81	50.20	52.71	55.35	58.12	61.02
Supv., Public Works Maint.	601	50.25	52.76	55.40	58.17	61.08	64.13
Supv., PW Maint.-Tree Maint.	601	50.25	52.76	55.40	58.17	61.08	64.13
Supv., Warehouse	606	43.31	45.48	47.75	50.14	52.65	55.28
Transportation Program Manager	602	58.36	61.28	64.35	67.56	70.94	74.49
Supv., Fleet Maintenance	604	52.91	55.55	58.33	61.25	64.31	67.52
Supv., Public Safety	608	56.85	59.69	62.68	65.81	69.10	72.56

Report to Honorable Mayor and City Council

Tuesday, July 1, 2025, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES TO PROVIDE ON-CALL PROFESSIONAL SERVICES TO THE ENGINEERING DIVISION OF THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The Engineering Division of the Public Works Department is responsible for the design and construction of a number of projects including several that are grant funded. In consideration of the significant number of infrastructure related projects, securing on-call engineering professional services will provide flexibility and enhance the capacity of the Engineering Division to deliver projects in a timely manner. Further, the on-call consultant will reduce the time required to develop the necessary plans, specifications and estimates by eliminating the need to prepare separate Requests for Proposals (RFPs) for each project under consideration. At its September 2022 Council meeting, the City Council approved a three-year contract with an option to extend by one additional year for a not-to-exceed contract sum of $900,000 with Albert A. Webb Associates (Webb) to provide on-call professional engineering services. The initial contract with Webb was established based on estimated needs at that time. However, due to the increasing number of capital projects programmed for the next fiscal years and the recent resignation of the City's traffic engineer, the continuous and increased need for the services of the on-call professional engineering services was determined to be necessary.

It is requested that the City Council approve Amendment No. 1 to the Contract Services Agreement with Webb to provide on-call professional engineering services, by extending the term by one (1) additional year for $300,000.00 for an adjusted contract amount not exceeding $1,200,000.00.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to the Contract Services Agreement with Albert A. Webb Associates for on-call professional engineering services by extending the term by one (1) year and increasing the contract sum by $300,000.00 for a total contract sum of $1,200,000.00.
2. AUTHORIZE the Mayor to execute Amendment No. 1 with Albert A. Webb Associates following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 1 to the Contract Services Agreement with Albert A. Webb Associates.

2. TAKE another action the City Council deems appropriate consistent with the requirements of the Law.

IV. BACKGROUND

The City's 5-Year Capital Improvement Program (CIP) was approved by the City Council on June 17, 2025, and the total estimated cost to complete all funded and unfunded projects is approximately $190,000,000. It is anticipated that the number of CIP projects listed on the City's CIP over the next five years will increase as compared to the previously approved 5-year CIP. Given the increase in number of capital projects, there is a continuous need for on-call consultants to assist with the development of plans, specifications, and estimates. At its September 2022 Council meeting, the City Council awarded a contract to Albert A. Webb Associates to provide the professional services and the assistance the City staff needs in managing the capital projects.

Albert A. Webb Associates has been providing staff augmentation and professional engineering services to the City under the existing agreement. Their work has included the successful completion of various design efforts and technical studies at the City's request. Recently, the City's traffic engineer resigned, creating a significant staffing gap in an essential technical discipline. At the same time, the City's CIP for FY 25/26 includes numerous traffic related projects requiring immediate support to stay on schedule.

Staff requests the City Council approve Amendment No. 1 to the Contract Services Agreement with Albert A. Webb to provide on-call professional engineering services, extending the term by one (1) year increasing the contract sum by $300,000.00 for a new total not-to-exceed contract sum of $1,200,000.00 to provide increased professional service support and assist City staff needs in managing the capital projects.

V. FISCAL IMPACT

If the proposed amendment is approved, the Albert A. Webb Associates contract will be increased by an additional $300,000.00 for a new total not-to-exceed contract amount of $1,200,000.00.

The requested $300,000.00 for the proposed Albert A. Webb Associates contract amendment will utilize funds currently allocated in the adopted FY 25/26 budget in account 101-80-820-100-6004.

VI. EXHIBITS

1. Albert A. Webb Associates Original Contract
2. Albert A. Webb Associates Contract Amendment No. 1

Attachments

1. Albert A. Webb Associates Original Contract.pdf
2. Albert A. Webb Associates Contract Amendment No. 1.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

ALBERT A. WEBB ASSOCIATES

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ALBERT A. WEBB ASSOCIATES

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of January, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and ALBERT A. WEBB ASSOCIATES, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Nine Hundred Thousand Dollars ($900,000)** for the Term (the "Contract Sum"), and Three Hundred Thousand Dollars ($300,000) for the Extension Term if City's option is exercised pursuant to Section 3.4, unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Dilesh Sheth, PE, TE	Senior Vice President/Project Manager
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The City's Contract Officer shall be Gilbert Marquez, City Engineer, unless otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of

Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include

coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] DS
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for

assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable,

shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection

therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or

decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials D.S.

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

ALBERT A. WEBB ASSOCIATES,
a California corporation

By: Todd Smith
Digitally signed by Todd Smith
DN: C=US, E=todd.smith@webbassociates.com, O=Albert A. Webb Associates, OU=CFO, CN=Todd Smith
Date: 2022.10.11 09:27:01-07'00'

Name: Todd Smith
Title: Chief Financial Officer

By: Dilesh Sheth

Name: Dilesh Sheth
Title: Senior Vice President
Address: 3788 McCray Street
Riverside, CA 92506

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

ALBERT A. WEBB ASSOCIATES,
a California corporation

By: Todd Smith Digitally signed by Todd Smith DN: C=US, E=todd.smith@webbassociates.com, O=Albert A. Webb Associates, OU=CFO, CN=Todd Smith Date: 2022.10.11 09:27:01-07'00'
Name: Todd Smith
Title: Chief Financial Officer

By: Dilesh Sheth
Name: Dilesh Sheth
Title: Senior Vice President
Address: 3788 McCray Street
Riverside, CA 92506

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

On an on-call basis, Consultant will perform Engineering Services generally described in this Scope of Services. The Engineering Services will generally relate to implementing various City capital improvement projects which may involve streets, storm drains, sewers, traffic signals, park facilities, as well as City Hall, Community Center, and other City-owned facilities. The quantity and duration of projects will depend in part on the City's requirements and needs for these services. Consultant may be involved in developing projects from the conceptual planning stage to project closing, or at any stage in between, and may be involved in workshops and presentations to the public, City Commissions and City Council. This Agreement retains the Consultant's on-call availability, but does not guarantee that the Consultant shall be selected to provide services on a project-specific Task Order.

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders as follows:

When the City requests proposals from on-call engineers (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant's on-call Engineering Services may include, but are not limited to, the following:

A. Project studies

B. Research

C. Grant opportunities for public works projects

D. Land survey

E. Coordinate and/or obtain approvals from various private and public agencies

F. Public meetings, workshops and presentations

G. Various project related reports

H. Development of conceptual/preliminary plans

I. Development of construction plans

J. Environmental documents and permit compliance

K. Utility research & coordination

L. Project specifications

M. Project estimates

N. Project schedule

O. Bid analysis

P. Construction support (includes review of quantities, field inspections etc.)

Q. Construction management

IV. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

V. In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:

E. Project studies

F. Preliminary designs

G. Construction plans and specifications

H. Project Estimates

I. Research results

J. Grant information and application

K. Photos

L. Conceptual plans

M. Inspection reports and field reports

N. All other related items the City deems necessary for the project

VI. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VII. Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:

A. Dilesh Sheth, PE, TE, Senior Vice Preident as Program Manager

B. Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM, Practice Area Leader for Water Resources

C. Shane Bloomfield PE, Senior Engineer for Water Resources

D. Siming Zhang, PE, Senior Engineer for Water Resources

E. Nicholas Lowe, PE, Senior Engineer, for Traffic Engineering and Transportation Engineering

F. Stephanie Standerfer, Vice President for Planning and Environmental

G. Jeff Hutchins, PLA, ASLA, Manager for Landscape Architecture

H. Reed Chilton, PE, QSD, Director for Construction Management & Inspection

I. Michael Johnson, LLS, Practice Area Leader for Land Survey & Mapping

J. Kleinfelder, Structural Engineering

K. Design West Engineering, Electrical Engineering

L. LandMark Consultants, Inc., Geotechnical and Environmental

M. Aqua Engineering, Municipal Engineering

N. Inland Aerial Surveys, Inc., Aerial Survey

O. C Below, Potholing

P. Advantec Consulting Engineers, Intelligent Transportation Systems

Q. Counts Unlimited, Traffic Data Resources

R. JRMA Architects Engineers, Architecture

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(additions shown in ***bold italics***, deletions shown in ~~strikethrough~~ font)

I. Section 1.2, "Consultant's Proposal," of the Agreement is hereby amended to read in its entirety as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's ***proposal titled "On-Call Professional Engineering Services RFQ 22-019" submitted in response to City's RFP No. 22-019,*** ~~scope of work or bid~~ which shall be incorporated herein by this reference as though fully set forth herein ***(the "Proposal")***. In the event of any inconsistency between the terms of ***the*** ~~such~~ ***P***~~p~~roposal and this Agreement, the terms of this Agreement shall govern."

II. A new Section 1.10, "Compliance with Labor and Wage Laws," is hereby added to the Agreement, to read in its entirety as follows:

"1.10 Compliance with Labor and Wage Laws.

Certain portions of the Services may be subject to prevailing wages under the Labor Code and to the extent such is true, the below provisions will apply.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Consultant and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Consultant shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

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

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

(g) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-

insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor."

III. Section 3.4, "Term," of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three (3)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D") ***(the "Term"). The City may, at its sole discretion, elect to extend the Term by one additional year (the "Extension Term"), for an amount not exceeding Three Hundred Thousand Dollars ($300,000) for the Extension Term.***"

IV. Section 4.5, "Prohibition Against Subcontracting or Assignment," is hereby amended to read in its entirety as follows:

"4.5 Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, ***with the exception of the subcontractors identified in the immediately following sentence,*** Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. ***The subcontractors City has consented to are as follows: Kleinfelder, which will provide structural engineering services, Design West Engineering, which will provide electrical engineering services, LandMark Consultants, Inc., which will provide geotechnical engineering construction materials testing services, Aqua Engineering, which will provide municipal engineering, water and wastewater treatment design, water resources and environmental services, Inland Aerial Surveys, Inc., which will provide photogrammetric services while specializing in the compilation of aerial topographic digital data, C Below, which will provide professional locating and mapping services, Advantec Consulting Engineers, which will provide services for traffic engineering, traffic studies, transportation planning and engineering, traffic signal timing,***

coordination and operations, Intelligent Transportation Systems (ITS), Active Transportation and Civil Engineering, Counts Unlimited, which will provide services for customized traffic data collection, and JRMA Architects Engineers, which will provide design services. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

V. Section 5.3, "Indemnification," of the Agreement is hereby amended to read in its entirety as follows:

"5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its

officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be ***subject to the statutory limits set by California Civil Code Section 2782.8*** ~~limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional~~. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.**

II. **Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. **The total compensation for the Services shall not exceed $900,000 for the initial three-year Term of this Agreement, and $300,000 for the Extension Term, as provided in Section 2.1 of this Agreement, and as amended in Exhibit "B."**

V. **The Consultant's billing rates for the Services and other incidental costs are attached as Exhibit C-1. To the extent any portion of Consultant's work is subject to prevailing wage requirements, then Consultant's proposal on a Task Order shall include a Task Budget with hourly rates adjusted for prevailing wage.**

EXHIBIT C-1
CONSULTANT'S BILLING RATES

I. Consultant's rates and expense terms are as follows:

CLASSIFICATION

Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers	Rates $/Hour
Principal II	273.00
Principal I	252.00
Senior III	231.00
Senior II	214.00
Senior I	203.00
Associate III	192.00
Associate II	176.00
Associate I	166.00
Assistant V	155.00
Assistant IV	139.00
Assistant III	123.00
Assistant II	106.00
Assistant I	90.00
Survey Services	
2-Person Survey Party	276.00
1-Person Survey Party	191.00
Inspection Services	
Inspector (Non-Prevailing Wage)	129.00
Inspector (Prevailing Wage)	139.00
Administrative Services	
Project Coordinator	104.00
Administrative Assistant III	94.00
Administrative Assistant II	83.00
Administrative Assistant I	66.00
Other Direct Expenses	
Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Special Consultant	345.00
Survey/Inspection Per Diem	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour	28.00
In-House Delivery 1/2 Hour up to 1 Hour	55.00
In-House Delivery Over 1 Hour up to 2 Hours	100.00
In-House Delivery Over 2 Hours	150.00

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services on an on-call basis as set forth in Exhibit "A."

II. If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be completed timely in accordance with the approved Task Proposal and by the Task Completion Date.

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and ALBERT A. WEBB ASSOCIATES, a California corporation ("Consultant"), is effective as of the ___ day of _____, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2023 ("Agreement"), whereby Consultant agreed to perform certain on-call engineering services for a not-to-exceed Contract Sum of $900,000 over a term of three (3) years. The Agreement provides for one optional one (1) year extension period for an additional $300,000 at City's election.

B. City and Consultant now desire to amend the Agreement to extend the Term by one year, from December 31, 2025 to December 31, 2026, for an additional amount of $300,000, thereby increasing the Contract Sum from $900,000 to $1,200,000.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Million Two*** ~~**Nine**~~ **Hundred Thousand Dollars (*$1,200,000*** ~~**$900,000**~~**)** for the Term (the "Contract Sum")~~, and Three Hundred Thousand Dollars ($300,000) for the Extension Term if City's option is exercised pursuant to Section 3.4~~, unless additional compensation is approved pursuant to Section 1.8."

B. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not

exceeding ***four*** ~~three~~ (***4*** ~~3~~) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D") (the "Term"). ~~The City may, at its sole discretion, elect to extend the Term by one additional year (the "Extension Term"), for an amount not exceeding Three Hundred Thousand Dollars ($300,000) for the Extension Term.~~"

C. Section IV. of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

"IV. The total compensation for the Services shall not exceed ***$1,200,000*** ~~$900,000~~ for the ***four*** ~~initial three~~ -year Term of this Agreement~~, and $300,000 for the Extension Term~~, as provided in Section 2.1 of this Agreement~~., and as amended in Exhibit "B."~~"

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the

signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

ALBERT A. WEBB ASSOCIATES, a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Report to Honorable Mayor and City Council

Tuesday, July 1, 2025, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICE AGREEMENT WITH TRANSTECH ENGINEERING INC. TO PROVIDE ON-CALL PROJECT MANAGEMENT AND INSPECTION SERVICES FOR THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The Public Works Department is responsible for the implementation of the Capital Improvement Program (CIP) through design and construction. The five-year CIP mostly consists of several improvements to the City's bikeways, building facilities, parks, roadway infrastructure and stormwater systems. Augmentation of the staffing level with on-call Project Management Services for the Public Works Department is necessary to ensure delivery of projects in a timely manner. At its November 2023 Council Meeting, City Council approved a thirty (30) month term, and a not-to-exceed contract sum of $615,776 with Transtech Engineering Inc. (Transtech) to provide on-call project management services. The initial contract with Transtech was established based on the estimated needs at the time.

Staff is requesting that the City Council approve Amendment No. 1 to the Contract Services Agreement with Transtech Engineers Inc. to add on-call construction inspection services, by $340,000.00 for an amount not-to-exceed $955,776.00.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to the Contract Services Agreement with Transtech Engineering Inc. to add on-call construction inspection services and increase the contract sum by $340,000.00 for a new total not-to-exceed contract sum of $955,776.00.
2. AUTHORIZE the Mayor to execute Amendment No. 1 with Transtech Engineering Inc. following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 1 to the Contract Services Agreement with Transtech Engineering Inc.
2. TAKE another action the City Council deems appropriate and consistent with the requirements of the Law.

IV. BACKGROUND

The Public Works Department is responsible for the implementation of the Capital Improvement Program (CIP) through design and construction. The five-year CIP mostly consists of several improvements to the City's bikeways, building facilities, parks, roadway infrastructure and stormwater systems. The complexity and number of projects listed on the City's CIP have increased as compared to the previously approved 5-year CIP plans. Given the higher demand for CIP projects there is an increased need for on-call consultants to assist with the management of projects.

The Public Works Department released a Request for Qualifications (RFQ 23-001Q) to engage on-call project management consulting firms to provide professional services for various City capital projects. The RFQ was advertised on Planet Bids from July 6, 2023 to August 7, 2023. At the November 21, 2023 City Council meeting, council approved a thirty (30) month, not-to-exceed $615,776.00 contract with Transtech Engineers Inc. Transtech staff and resources include approximately 200, including building officials, plan checkers, inspectors, permit technicians, engineers, project managers, designers, plan checkers, inspectors, construction managers, traffic and transportation analysts, technicians, support personnel.

Recently, one of the city's public works inspectors resigned, creating a shortage of inspectors for ongoing projects. Given the large volume of Capital projects the city is managing, along with the work being carried out by other utility companies, the need for public works inspectors has become critical. The city has received multiple concerned inquiries from utility companies unable to proceed with their work due to lack of available inspectors. To address this issue, staff recommends amending the existing scope with Transtech to include inspection services. Staff has requested that Transtech submit a proposal for the necessary services, and the city plans to engage the services of two inspectors to meet the demand.

Staff requests the City Council approve Amendment No. 1 to the Contract Services Agreement with Transtech to provide on-call construction inspection services, increasing the contract sum by $340,000.00 for a new total not-to-exceed contract sum of $955,776.00 to provide construction inspection services.

V. FISCAL IMPACT

If the proposed amendment is approved, the Transtech Engineering Inc. contract will be increased by an additional $340,000.00 for a new total not-to-exceed contract amount of $955,776.00.

The requested three hundred and forty thousand ($340,000.00) for the proposed Transtech Engineering Inc. contract amendment will utilize funds currently allocated in the adopted FY 25/26 budget in engineering professional services account 101-80-820-100-6004.

VI. EXHIBITS

1. Transtech Engineering Inc. Original Contract
2. Transtech Engineering Inc. Amendment No. 1

Attachments

1. Transtech Engineering Inc. Original Contract
2. Transtech Engineering Inc. Amendment No. 1

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

TRANSTECH ENGINEERS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
TRANSTECH ENGINEERS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 19th day of December, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and TRANSTECH ENGINEERS, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Six Hundred Fifteen Thousand Seven Hundred Seventy Six Dollars and Zero Cents (**$615,776.00**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C."

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Okan Demirci, PE, QSD/P, MBA	Principal Project Manager
(Name)	(Title)

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Raymond Velasco, P.E., Public Works Operations Manager, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

TRANSTECH ENGINEERS, INC.
a California corporation

By: _____
Name: Allen Cayir
Title: President

By: _____
Name: Sybil Cayir
Title: Secretary
Address: 13367 Benson Avenue
Chino, CA 91710

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

TRANSTECH ENGINEERS, INC.
a California corporation

By:_____
Name: Allen Cayir
Title: President

By:_____
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Title: Secretary
Address: 13367 Benson Avenue
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Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On November 21, 2023 before me, Jocelyn Avila, Notary Public, personally appeared Allen Cayir, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Jocelyn Avila

Jocelyn Avila
COMM# 2445212
NOTARY PUBLIC—CALIFORNIA
San Bernardino County
MY COMM. EXPIRES 4/25/2027

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

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Jocelyn Avila
COMM# 2445212
NOTARY PUBLIC—CALIFORNIA
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- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Project Manager Services on an on-call basis:

STAFF AUGMENTATION:

Assist the City in executing various projects. Consultant will conduct plan reviews and project management services for various public facility projects. Consultant shall be the main point of contact with City staff in project or task development from concept to close out. Consultant may be stationed at City facilities to perform assignments and coordinate activities as directed by the Contract Officer, Director of Public Works or assigned designee.

Upon request, Consultant will conduct public workshops and have an explicit understanding of the California Public Contract Code and the City of Carson's Municipal Code efficiently and effectively.

GENERAL PROJECT MANAGEMENT STAFF AUGMENTATION SERVICES:

General services include, but are not limited to the following:

- General Contract Administration/Project Management.
- Review of conceptual and final plans along with project specifications and construction documents.
- Development and preparation of Project Studies.
- Research of various project related items such as local, State, Federal provisions, grant opportunities. Investigation and management of possible grant opportunities for Public Works projects, including grant application, reporting, and monitoring.
- Coordination with, or obtaining approvals from, various private and public agencies.
- Preparation of and/or presenting information at City Council, public workshops, or other public meetings.
- Development or review of various project related reports, diagrams, exhibits.
- Development of databases for capital improvement projects including schedules, budgets and priorities.
- Research and review of, record drawings, field investigations, site conditions, restrictions, California Environmental Quality Act (CEQA) status.

- Coordinate projects with outside agencies such as utility companies, Los Angeles County Department of Public Works, Sheriff station, Caltrans.

- Preparation of Request for Proposals (RFP).

- Coordination of Public Works projects for the bidding process.

- Management of project budgets and working closely with the City's Public Works Administrative staff.

- Review, evaluate, process, and provide approval recommendation to City staff for payments to consultants, consultants, and various agencies.

- Review, evaluate, and approve proposed changes from other consultants and consultants.

- Verification of field work such as field investigations, inspections, job walks.

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders, as follows:

When the City requests proposals from on-call consultants (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

IV. **In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:**

A. Project Studies

B. Project related reports, diagrams, exhibits

C. Databases for capital improvement projects including schedules, budgets and priorities

D. RFPs

V. **All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

VI. **Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:**

A. AHMAD ANSARI, PE, Contract Principal

B. OKAN DEMIRCI, PE, QSD/P, MBA, Principal Project Manager

C. AZITA FAKOORBAYAT, PE, Sr. Engineer/Project Manager

D. JOHN OSKOUI, PE, Sr. Engineer/Project Manager

E. MICHAEL ACKERMAN, PE, QSD, QSP, QISP, Sr. Engineer/Project Manager

F. ZIAD Y. MAZBOUDI, PE, QSD, QSP, CPSWQ, Sr. Engineer/Project Manager

G. MOHAMMAD MOSTAHKAMI, PE, Sr. Engineer/Project Manager

H. CARLOS A. PINEDA, PE, QSD, QSP, LEED, Sr. Engineer/Project Manager

I. DAVID RAGLAND, PE, PLS, QSD, QSP, Sr. Engineer, Technical Review Support for Engineering Projects

J. ALI F. ZAGHARI, PE, PMP, Sr. Engineer, Caltrans Involved Projects Coordination PM/QC/QA Support/Oversight

K. BAHMAN JANKA, TE, Sr. Traffic Engineer, Technical Review Support for Traffic and Transportation Eng/Planning Projects

L. KEITH A. WYATT, Sr. Project/Construction Manager

M. CRAIG MELICHER, PE, Vice President, PM/QC/QA Support

N. ALI CAYIR, PE, Principal, PM/QC/QA Support

O. RUDOLPH RODRIGUEZ, Project Manager

P. MELISSA DEMIRCI, Project Manager

Q. FURKAN CETINKALE, Project Manager

R. EARL FRASER, Construction Manager/Supervising Inspector

S. LEONARDO MARTINEZ, Project Manager

T. EMANUEL MENDEZ, Office Engineer

U. JEFFREY HIRSH, Construction Manager/Senior Inspector

V. ANDY CARLTON, Senior Inspector

W. CRAIG WHEELER, Construction Manager/Senior Inspector

X. ROBERT GARCIA, Senior Inspector

Y. ROBERT QUINTERO, Project Manager

Z. GEO-ADVANTEC, INC., Geotechnical Engineering Support (subconsultant)

AA. AVANT GARDE, INC., Funding / Labor Compliance Support (subconsultant)

BB. LOSTWEST LANDSCAPE, INC., Landscape Architecture Support (subconsultant)

CC. VANLENCO, INC., Survey Support (subconsultant)

DD. IDS GROUP, INC., Architectural, Structural, MEP Consulting Support (subconsultant)

EE. IMPACT SCIENCES, INC., Environmental Consulting Support (subconsultant)

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

I. Section 1.1 (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

"1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents ~~and warrants~~ that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be ~~both of good quality as well as fit for the purpose intended~~ ***in conformance with such standards***. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more ~~first class~~ ***professional*** firms performing similar work under similar circumstances."

II. Section 1.3 (Compliance with Law) of the Agreement is hereby amended to read in its entirety as follows:

"1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ***applicable*** ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered."

III. Section 1.5 (Familiarity with Work) of the Agreement is hereby amended to read in its entirety as follows:

"1.5 Familiarity with Work.

By executing this Agreement, Consultant ~~warrants~~ ***represents*** that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant ~~warrants~~ ***represents*** that Consultant has or will investigate the site and is or will be fully acquainted with the ***visible*** conditions there existing, prior

to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer."

IV. Section 1.6 (Care of Work) of the Agreement is hereby amended to read in its entirety as follows:

"1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property ***to the extent caused by Consultant's operations***, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence ***or the negligence or operations of any third party***."

V. Section 2.4 (Invoices) of the Agreement is hereby amended to read in its entirety as follows:

"2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying ***to the best of its knowledge, information and belief,*** compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law."

VI. Section 3.3 (Force Majeure) of the Agreement is hereby amended to read in its entirety as follows:

"3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the ~~commencement~~ ***discovery*** of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section."

VII. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services ***commencing January 1, 2024 and expiring June 30, 2026*** ~~but not exceeding one (1) years from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."***"

VIII. Section 4.5 (Prohibition Against Subcontracting or Assignment) of the Agreement is hereby amended to read in its entirety as follows:

"4.5 Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, ***with the exception of the subcontractors identified in the immediately following sentence,*** Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. ***The subcontractors City has consented to are as follows: Geo-Advantec, Inc., which will provide geotechnical engineering support services, Avant Garde, Inc., which will provide funding/labor compliance support services, Lostwest Landscape, Inc., which will provide landscape architecture support services, Vanlenco, Inc., which will provide survey support services, IDS Group, Inc., which will provide architectural, structural, MEP consulting support services, and Impact Sciences, Inc., which will provide environmental consulting support services.*** In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the

prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

IX. Subsection (d) (Professional Liability) of Section 5.1 (Insurance Coverages) of the Agreement is hereby amended to read in its entirety as follows:

"(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to ***negligent*** services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage."

X. Section 5.2 (General Insurance Requirements) of the Agreement is hereby amended to read in its entirety as follows:

"5.2 General Insurance Requirements.

All of the above policies of insurance ***(except for professional liability)*** shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified ***U.S.*** mail return receipt requested to the City ***(or ten (10) days if cancellation is due to nonpayment of premiums)***. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured ***(except with respect to professional liability insurance)*** (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City."

XI. Section 5.3 (Indemnification) of the Agreement is hereby amended to read in its entirety as follows:

"5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity ***to the extent*** arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or ***to the extent*** arising from Consultant's or indemnitors' reckless or willful misconduct, or ***to the extent*** arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and ***reasonable*** attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities ***to the extent*** arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees ***to the extent resulting from Consultant's negligence, recklessness or willful misconduct.***

With respect to any claims or liabilities related to Consultant's "design professional services", if any, as defined in California Civil Code Section 2782.8, Consultant's duty to the Indemnified Parties shall be limited to extent they are caused by the negligence, recklessness or willful misconduct of Consultant. In no event shall Consultant's cost to defend exceed Consultant's proportionate percentage of fault.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that

design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement."

XII. Section 6.3 (Ownership of Documents) of the Agreement is hereby amended to read in its entirety as follows:

"6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's ~~guarantee and warranties~~ ***responsibility*** shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City."

XIII. Section 7.8 (Termination for Default of Consultant) of the Agreement is hereby renamed "Termination for Default" and amended to read in its entirety as follows:

"7.8 Termination for Default~~ of Consultant~~.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

If termination is due to the failure of the City to fulfill its obligations under this Agreement, Consultant may, after compliance with the provisions of Section 7.2, terminate the Agreement upon written notice to the City's Contract Officer. Consultant shall be entitled to payment for all work performed and accepted by the Contract Officer up to the date of termination."

XIV. Section 8.1 (Non-liability of City Officers and Employers) of the Agreement is hereby renamed "Non-liability of Officers and Employers" and amended to read in its entirety as follows:

"8.1 "Non-liability of ~~City~~ Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement. ***Similarly, it is intended that the Consultant's services in connection with this Agreement shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the City agrees that any claim, demand or suit that may arise out of this Agreement shall be directed and/or asserted only against the Consultant, the business entity to this Agreement, and not against any of the Consultant's individual shareholders, members, employees, officers or directors, except for acts of fraud or willful misconduct or as otherwise permitted by law.***"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.**

The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$120,250.00
July 1, 2024 through June 30, 2025:	$245,310.00*
July 1, 2025 through June 30, 2026:	$250,216.00*
Total:	$615,776.00
July 1, 2026 through June 30, 2027:	$255,220.00 (extension period)*
July 1, 2027 through June 30, 2028:	$260,324.00 (extension period)*

*Amount reflects 2% increase from prior year.

II. **Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $615,776.00 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
BILLING RATES

ENGINEERING			
Field Technician	$85	-	$95
Engineering Technician	$95	-	$105
Assistant CAD Drafter	$105	-	$120
Senior CAD Drafter	$120	-	$135
Associate Designer	$135	-	$150
Senior Designer	$150	-	$165
Design Project Manager	$190	-	$200
Assistant Engineer	$115	-	$125
Associate / Staff Engineer	$145	-	$160
Senior Civil Engineer	$200	-	$220
Traffic Analyst Technician	$100	-	$110
Associate Traffic Analyst	$150	-	$160
Senior Traffic Analyst	$160	-	$170
Professional Transportation Planner	$170	-	$185
Traffic Engineer Technician	$95	-	$105
Associate/Staff Traffic Engineer	$145	-	$160
Traffic Engineer	$170	-	$185
Senior Traffic Engineer	$185	-	$205
Project Manager	$185	-	$205
Senior Project Manager	$205	-	$220
Deputy City Engineer	$170	-	$190
City Engineer	$190	-	$205
Principal Engineer	$205	-	$225
BUILDING & SAFETY			
Permit Technician	$75	-	$85
Plan Check Technician/Analyst/Supervisor	$125	-	$140
Building Inspector	$115	-	$130
Senior Inspector	$125	-	$140
Plans Examiner/Checker	$140	-	$155
Plan Check Engineer	$150	-	$170
Deputy Building Official	$160	-	$170
Building Official	$165	-	$180

CONSTRUCTION MANAGEMENT			
Labor Compliance Analyst	$145	-	$155
Funds Coordinator	$150	-	$160
Office Engineer	$145	-	$155
Construction Inspector	$140	-	$150
Senior Construction Inspector	$150	-	$160
Construction Manager	$170	-	$185
Resident Engineer	$185	-	$200
PUBLIC WORKS INSPECTION			
Public Works Inspector	$140	-	$150
Senior Public Works Inspector	$150	-	$160
Supervising PW Inspector	$160	-	$170
SURVEY AND MAPPING			
Survey Analyst	$150	-	$155
Senior Survey Analyst	$155	-	$160
2-Man Survey Crew	$345	-	$360
Survey & Mapping Specialist	$185	-	$200
Licensed Land Surveyor	$210	-	$220
FUNDING & GRANT WRITING			
Funds Analyst	$145	-	$150
Senior Funds Analyst	$150	-	$160
Grant Writer	$165	-	$170
Funds & Grant Project Manager	$185	-	$195
PLANNING			
Community Development Technician	$80	-	$90
Planning Technician	$90	-	$100
Assistant Planner	$100	-	$120
Associate Planner	$120	-	$140
Senior Planner	$145	-	$165
Planning Manager	$170	-	$190
ADMINISTRATIVE STAFF			
Administrative/Clerical	$70	-	$80
Project Accountant	$80	-	$90

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services on an on-call basis as set forth in Exhibit "A."**

II. **If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be completed timely in accordance with the approved Task Proposal and by the Task Completion Date.**

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and TRANS TECH ENGINEERS, INC., a California corporation ("Consultant"), is effective as of the 1st day of July, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated December 19, 2023 ("Agreement"), whereby Consultant agreed to perform certain on-call project manager services on a Task Order basis for an initial contract term of two and one-half (2.5) years and a not-to-exceed Contract Sum of $615,776.00.

B. City and Consultant now desire to amend the Agreement to expand the Scope of Services to include public works inspections ("Additional Services") for an additional not to exceed amount of $340,000.00, thereby increasing the Contract Sum to $955,776.00.

C. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

D. The Additional Services qualify as a change order because they concern a change to the scope of work and price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement. It is a change to the scope of work because it is not included in the Scope of Services and it is borne out of the original Scope of Services because the nature of services is similar to the original scope except the description contains more specificity, and at the time the Parties entered into the Agreement the Additional Services were reasonably unforeseeable.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Nine*** ~~Six~~ Hundred ***Fifty Five*** ~~Fifteen~~

Thousand Seven Hundred Seventy Six Dollars and Zero Cents (***$955,776.00***~~**$615,776.00**~~) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C."

B. Exhibit "A" (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

C. Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

TRANSTECH ENGINEERS, INC.
a California corporation

By:_____
Name: Allen Cayir
Title: President

By:_____
Name: Sybil Cayir
Title: Secretary

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

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_____

DESCRIPTION OF ATTACHED DOCUMENT

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TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Project Manager Services on an on-call basis:

STAFF AUGMENTATION:

Assist the City in executing various projects. Consultant will conduct plan reviews and project management services for various public facility projects. Consultant shall be the main point of contact with City staff in project or task development from concept to close out. Consultant may be stationed at City facilities to perform assignments and coordinate activities as directed by the Contract Officer, Director of Public Works or assigned designee.

Upon request, Consultant will conduct public workshops and have an explicit understanding of the California Public Contract Code and the City of Carson's Municipal Code efficiently and effectively.

GENERAL PROJECT MANAGEMENT STAFF AUGMENTATION SERVICES:

General services include, but are not limited to the following:

- General Contract Administration/Project Management.
- Review of conceptual and final plans along with project specifications and construction documents.
- Development and preparation of Project Studies.
- Research of various project related items such as local, State, Federal provisions, grant opportunities. Investigation and management of possible grant opportunities for Public Works projects, including grant application, reporting, and monitoring.
- Coordination with, or obtaining approvals from, various private and public agencies.
- Preparation of and/or presenting information at City Council, public workshops, or other public meetings.
- Development or review of various project related reports, diagrams, exhibits.
- Development of databases for capital improvement projects including schedules, budgets and priorities.
- Research and review of, record drawings, field investigations, site conditions, restrictions, California Environmental Quality Act (CEQA) status.

- Coordinate projects with outside agencies such as utility companies, Los Angeles County Department of Public Works, Sheriff station, Caltrans.

- Preparation of Request for Proposals (RFP).

- Coordination of Public Works projects for the bidding process.

- Management of project budgets and working closely with the City's Public Works Administrative staff.

- Review, evaluate, process, and provide approval recommendation to City staff for payments to consultants, consultants, and various agencies.

- Review, evaluate, and approve proposed changes from other consultants and consultants.

- Verification of field work such as field investigations, inspections, job walks.

- ***Public Works inspections.***

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders, as follows:

When the City requests proposals from on-call consultants (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

IV. In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:

A. Project Studies

B. Project related reports, diagrams, exhibits

C. Databases for capital improvement projects including schedules, budgets and priorities

D. RFPs

V. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VI. Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:

A. AHMAD ANSARI, PE, Contract Principal

B. OKAN DEMIRCI, PE, QSD/P, MBA, Principal Project Manager

C. AZITA FAKOORBAYAT, PE, Sr. Engineer/Project Manager

D. JOHN OSKOUI, PE, Sr. Engineer/Project Manager

E. MICHAEL ACKERMAN, PE, QSD, QSP, QISP, Sr. Engineer/Project Manager

F. ZIAD Y. MAZBOUDI, PE, QSD, QSP, CPSWQ, Sr. Engineer/Project Manager

G. MOHAMMAD MOSTAHKAMI, PE, Sr. Engineer/Project Manager

H. CARLOS A. PINEDA, PE, QSD, QSP, LEED, Sr. Engineer/Project Manager

I. DAVID RAGLAND, PE, PLS, QSD, QSP, Sr. Engineer, Technical Review Support for Engineering Projects

J. ALI F. ZAGHARI, PE, PMP, Sr. Engineer, Caltrans Involved Projects Coordination PM/QC/QA Support/Oversight

K. BAHMAN JANKA, TE, Sr. Traffic Engineer, Technical Review Support for Traffic and Transportation Eng/Planning Projects

L. KEITH A. WYATT, Sr. Project/Construction Manager

M. CRAIG MELICHER, PE, Vice President, PM/QC/QA Support

N. ALI CAYIR, PE, Principal, PM/QC/QA Support

O. GEO-ADVANTEC, INC., Geotechnical Engineering Support (subconsultant)

P. AVANT GARDE, INC., Funding / Labor Compliance Support (subconsultant)

Q. LOSTWEST LANDSCAPE, INC., Landscape Architecture Support (subconsultant)

R. VANLENCO, INC., Survey Support (subconsultant)

S. IDS GROUP, INC., Architectural, Structural, MEP Consulting Support (subconsultant)

T. IMPACT SCIENCES, INC., Environmental Consulting Support (subconsultant)

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.

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~~*Amount reflects 2% increase from prior year.~~

II. Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

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B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed *$955,776.00* ~~$615,776.00~~ as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

Report to Honorable Mayor and City Council

Tuesday, July 1, 2025, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 2 TO TOTUM CORP. AGREEMENT TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

In 2023, the initial contract with the Construction Management firm, Totum Corp., was established based on estimated needs at that time. However, due to limited definition of specific projects during the initial solicitation, the total scope was not fully determined. Since then, the construction projects that the Construction Management firm is managing have been further defined, highlighting a need for additional funding to ensure comprehensive oversight and project quality, and a need to enter into an amendment to the contract to incorporate the same.

Staff requests amending the agreement with Totum Corp., increasing the contract sum by $350,000.00 for a total contract sum of $1,232,635.00.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 2 with Totum Corp for Construction Management Construction Inspection services, increasing the contract sum by $350,000.00 for a total contract sum of $1,232,635.00.
2. AUTHORIZE the Mayor to execute contract Amendment No. 2 with Totum Corp following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the above recommendations.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the Law.

IV. BACKGROUND

The Public Works Department is responsible for the implementation of the Capital Improvement Program (CIP) through design and construction. The five-year CIP mostly consists of several improvements to the City's bikeways, building facilities, parks, roadway infrastructure and stormwater systems. The complexity and number of projects listed on the City's CIP have increased as compared to the previously approved 5-year CIP plans. Given the higher demand for CIP projects, there is an increased need for on-call consultants to assist with the management of projects.

In July 2023, staff issued a Request for Proposals (RFP) for on-call firms to provide Construction Management and Construction Inspection services. On November 18, 2023, the City Council awarded a contract to Totum Corp, for a not to exceed amount of $482,635.00, and effective until June 30, 2026 (Exhibit No. 1). During the initial process with the CMCI firm in 2023, staff outlined a provisional scope of work valued at $286,520.00 valid through FY 24/25, and scope of work valued at $196,115.00 valid through FY 25/26 for a total of $482,635.00 valid until June 30, 2026 anticipating that the CMCI firms would support construction projects expected but not yet fully scoped or scheduled. As these projects have since been further developed, it has become clear that the CMCI firms' services need to expand to accommodate the scope, complexity, and timelines of these more precisely defined projects. Since the initial engagement, Totum Corp, has been selected to oversee the construction of Foisia Park, Carriage Crest Park, City Hall restrooms/ kitchenettes and Community Center Coiling Wall. These projects and task orders, have a combined construction cost over $48 million, all of which are considered priority for the City's facility improvements.

In January 2025, Amendment No. 1 was brought to Council for approval, increasing the contract by $400,000.00 for a not-to-exceed contract total amount of $882,635.00 (Exhibit No. 2).

During the recent construction activities, multiple previously unknown utility lines and structures, both active and abandoned, were discovered at several job sites. These conflicts were not identified in the original site surveys or utility records and have significantly impacted the work schedule and required scope. The discovery of unknown utility line and structure conflicts necessitated additional investigation, redesign coordination, and the implementation of revised construction sequences to avoid service disruptions and ensure public safety. These changes required the construction management firm to:

- Provide extended on-site support beyond the original schedule;
- Coordinate additional utility locations and surveys;
- Manage change orders and negotiate contractor claims;
- Support the re-design and permitting efforts where alignment or routing had to be changed.

The firm had submitted a detailed cost proposal outlining the additional hours and resources expended to manage these issues. Staff has reviewed and verified the validity of the proposed additional scope and finds the requests reasonable and necessary for the continued management of the impacted projects.

The unforeseen utility and structures conflicts have introduced unavoidable challenges that require additional professional management to ensure timely and safe completion of the City's parks projects.

Now, staff is requesting an additional $350,00.00 for Totum Corp. Approval of amendments to the contracts will allow both firms to continue oversight of accurate implementation of the project plans and specifications, adhering to construction schedules, compliance with City and safety regulations, inspection of construction quality, and coordination with various stakeholders to ensure timely project delivery.

Staff recommends amending the agreement with Totum Corp, increasing the contract sum by $350,000.00 for a total contract sum of $1,232,635.00 (Exhibit No. 3) to support the continued services.

V. FISCAL IMPACT

If the proposed amendment is approved, the Totum Corp contract will be increased by an additional $350,000.00 for a new total not-to-exceed contract sum of $1,232,635.00.

The contract amendment will utilize funds allocated in the adopted FY 25/26 budget using engineering professional services account 101-80-820-100-6004.

VI. EXHIBITS

1. Totum Corp Original Contract
2. Totum Corp Contract Amendment No. 1

3. Totum Corp Contract Amendment No. 2

Attachments

Exhibit No.1 Totum Corp Original Contract.pdf
Exhibit No. 2 Totum Corp Contract Amendment No. 1.pdf
Exhibit No. 3 Totum Corp Contract Amendment No. 2.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

TOTUM CORP

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
TOTUM CORP

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 14th day of December, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and TOTUM CORP, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Eighty Two Thousand Six Hundred Thirty Five Dollars and Zero Cents (**$482,635.00**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C."

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Danny Kaye, CCM PMP, LEED AP	Principal CM-in-Charge
(Name)	(Title)

Giulio Zavolta	CEO
(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Raymond Velasco, P.E., Public Works Operations Manager, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

TOTUM CORP,
a California corporation

By:_____
Name: DANNY KAYE
Title: ~~PRESIDENT~~

By:_____
Name: JULIO ZAXOLTA
Title: ~~CEO~~ CFO
Address: 15130 Ventura Blvd, Unit A
Sherman Oaks, California 91403

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

TOTUM CORP,
a California corporation

By:
Name: DANNY KAYE
Title: PRESIDENT

By:
Name: JULIO ZAXOLTA
Title: CEO/SECRETARY
Address: 15130 Ventura Blvd, Unit A
Sherman Oaks, California 91403

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

CONSTRUCTION MANAGEMENT SERVICES:

General construction management services may include, but not be limited to:

1. Coordinating and conducting Pre-Construction meetings.
2. Preparation and distribution of meeting minutes.
3. Quality assurance and quality control.
4. Administration and management of construction contracts.
5. Ensure construction efforts are completed per approved plans, on-schedule, and on-budget.
6. Ensure that local and state inspections have been completed as necessary.
7. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's updates and revisions as may be required to reflect actual progress of work.
8. Provide construction schedule and budget updates to City's Contract Officer.
9. Schedule and conduct progress meetings to discuss contract issues, procedures, progress, problems, Construction Change Orders (CCO), submittals, requests for information (RFIs), deficiencies and schedules.
10. Process, review and approve contractor's submittals for City staff. Process and review project design consultant's submittals and provide recommendation to the City.
11. Process, review and track RFIs, submittals, shop drawings, proposed change orders and revisions, and provide recommendation to the City.
12. Review, evaluate and recommend approval for proposed CCOs. Review estimates for reasonableness and cost effectiveness and render recommendations to City. Administrate contracts, process CCOs (provide merit determination, quantification of cost and schedule impacts, render recommendations), review pay requests for accuracy.
13. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
14. Review contractor submittals for extra or unforeseen work. Review potential CCO for accuracy and provide recommendation(s) to the City's Construction Management and Inspection Services Project Manager for proper course of action and processing of CCOs.
15. Assist City in coordinating services of other consultants (design, geotechnical, National

Pollutant Discharge Elimination System (NPDES), materials testing, inspection, special laboratory testing, etc.) that may be hired or selected for the project.

16. Coordinate with project designer the contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.

17. Coordinate construction activities with City's Public Works Maintenance Department.

18. Coordinate and oversee public notifications and public inquiries.

19. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.

20. Track quantities of work completed for progress payment(s). Develop and implement procedures for review and processing of progress payment applications. Assist the City with review(s) and certification for payment(s).

21. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.

22. Provide a recovery plan and/or work-around schedule as necessary to mitigate any project impacts.

23. Confirm delivery and storage of all materials, supplies, and equipment.

24. Provide recommendation and assistance to the City and the Design/Engineering Team in resolving any dispute(s) arising from the performance of the contractor and sub-contractors.

25. Ensure that the Prime/General Contractor has an appropriate safety program in place.

26. Recommend the accrual and assessment of Liquidated Damages as necessary.

27. City's Construction Manager shall manage and coordinate with contractor the project Substantial Completion Punchlist.

28. Provide a Construction Project Close-Out Report with all construction-related project documents.

<u>INSPECTION SERVICES (as part of Construction Management Services):</u>

General construction management inspection services may include, but not be limited to:

1. Become familiar with construction documents, traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.

2. Photograph and log a pre-work video documenting existing conditions prior, during, and after construction.

3. Attend pre-construction meetings and present special concerns, if any.

4. Interpret plans, specifications and regulations and ensure that contractors and sub-contractors are following their contracts, and any Federal, State, or local regulations in effect at time work is performed.

5. Inspect construction activities to ensure projects are constructed in accordance with the approved construction documents (including, but not limited to plans, specifications, as-built drawings, reports, etc.).

6. Document in writing and notify construction contractors about non-compliance; and direct Contractor in writing to correct non-compliance items as soon as they are discovered. Maintain a status log of all Non-Compliant items discovered and identified during the performance of this project.

7. Prepare and maintain daily Inspection Reports showing site and weather conditions; traffic control measures taken by contractors; labor (record headcount of prime contractor and subcontractors/vendors), equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily Inspection Reports shall be submitted to City upon project completion.

8. Review and maintain record of construction progress on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.

9. Provide accurate measurements of work completed by contractors in accordance with contract documents.

10. Review soil compaction and materials testing certifications of compliance (COC).

11. Coordinate with materials testing firms regarding quality of work completed.

12. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported to the City, and Consultant shall direct contractor to take correction measures to achieve compliance.

13. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.

14. Coordinate with contractor access to adjacent businesses/residents during construction.

15. Provide inspection of traffic control, channelization, and all other traffic-related work.

16. Observe construction safety, public safety and convenience, and report discovered problems to City.

17. Monitor compliance with the City's NPDES permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.

18. Monitor compliance with City's Construction Demolition and Recycling Ordinance,

including State requirements for organic waste diversion.

19. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
20. Coordinate preparation and submittal of "As-Built" plans to City upon project completion.
21. Prepare and issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
22. Evaluate completion of work and recommend to City when work is ready for final inspection.
23. Conduct final inspection/walk-through with City staff.
24. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.

CONSTRUCTION MATERIAL TESTING (as part of Construction Management Services):

General construction management materials testing services may include, but not be limited to:

1. Review, recommend and implement testing lab studies and reports.
2. Collect concrete samples and test their strength.
3. Provide soil testing services.
4. Check subgrade compaction for concrete and asphalt construction.
5. Perform tests for sieve analysis, sand equivalent and cleanness, as needed.
6. Perform plant inspection at facilities supplying concrete and hot mix asphalt.
7. Provide summary report of testing results.
8. Verify that sampling and testing procedures are being performed properly.
9. Verify certifications of samplers and testers.
10. Perform split sample tests as necessary.
11. Maintain witness test records.
12. Verify that all testing equipment used for acceptance testing is in good condition and properly calibrated.
13. Verify that all plant inspections are being performed correctly by qualified testers.
14. Provide summary report of quality assurance results.

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders, as follows:

When the City requests proposals from on-call consultants (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

IV. **In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:**

A. Meeting minutes

B. Construction schedule and budget updates

C. Construction Project Close-Out Report

D. Inspection reports

E. Accurate measurements of work completed

F. Summary report of test results

G. Summary report of quality assurance results

V. **All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

VI. **Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:**

A. Danny Kaye,Principal, Sr. Construction Project Manager

B. Alejandro Pinel, Construction Project Manager

C. Patrick Lappin, Sr. Construction Project Manager

D. Sandra Gonzalez, Sr. Project Manager

E. Ethan Erickson, Project Engineer

F. Henry Graves, QA/QC

G. Koury, Subcontractor, Inspection/Lab Testing

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

I. Section 1.1 (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

"1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents ~~and warrants~~ that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be ~~both of good quality as well as fit for the purpose intended~~ ***in conformance with such standards***. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more ~~first-class~~ ***professional*** firms performing similar work under similar circumstances."

II. Section 1.5 (Familiarity with Work) of the Agreement is hereby amended to read in its entirety as follows:

"1.5 Familiarity with Work.

By executing this Agreement, Consultant ***represents*** ~~warrants~~ that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant ***represents*** ~~warrants~~ that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer."

III. A new Section 1.10 (Compliance with Labor and Wage Laws) is hereby added to the Agreement, to read in its entirety as follows:

"1.10 Compliance with Labor and Wage Laws.

Certain portions of the Services may be subject to prevailing wages under the Labor Code and to the extent such is true, the below provisions will apply.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Consultant and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Consultant shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

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

(f) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant

shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

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

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor."

IV. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services ***commencing January 1, 2024 and expiring June 30, 2026*** ~~but not exceeding one (1) years from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."***"

V. Section 4.5 (Prohibition Against Subcontracting or Assignment) of the Agreement is hereby amended to read in its entirety as follows:

"4.5 Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, ***with the exception of Koury which provides inspection and lab testing services,*** Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

VI. The first paragraph of Section 5.3 (Indemnification) of the Agreement is hereby amended to read in its entirety as follows:

"5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, ***and*** employees ~~and agents~~ ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity ***to the extent*** arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:"

VII. Section 8.2 (Conflict of Interest) of the Agreement is hereby amended to read in its entirety as follows:

"8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant ***represents*** ~~warrants~~ that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement."

VIII. A new Section 9.8 (No Third-Party Beneficiaries) is hereby added to the Agreement, to read in its entirety as follows:

"***9.8 No Third-Party Beneficiaries.***

All services provided by Consultant are for the sole use and benefit of City. Except as expressly provided for in this Agreement, nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consultant or City."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.**

The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$94,250.00
July 1, 2024 through June 30, 2025:	$192,270.00*
July 1, 2025 through June 30, 2026:	$196,115.00*
Total:	$482,635.00
July 1, 2026 through June 30, 2027:	$200,037.00 (extension period)*
July 1, 2027 through June 30, 2028:	$204,038 (extension period)*

*Amount reflects 2% increase from prior year.

II. **Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. **The total compensation for the Services shall not exceed $482,635.00 as provided in Section 2.1 of this Agreement.**

V. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "C-1"
BILLING RATES

Principal/Construction Manager	$195/hour
Senior Construction Manager	$195/hour
Construction Manager	$145/hour
Assistant Construction Manager	$125/hour
Project Engineer	$110/hour

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services on an on-call basis as set forth in Exhibit "A."**

II. **If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be completed timely in accordance with the approved Task Proposal and by the Task Completion Date.**

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") by and between the CITY OF CARSON, a California municipal corporation ("City") and TOTUM CORP, a California corporation ("Consultant"), is effective as of the 21st day of January, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated December 19, 2023 ("Agreement"), whereby Consultant agreed to provide City construction management and inspection services on an on-call basis for a two and one-half year term commencing January 1, 2024 and expiring June 30, 2026, for $482,635.00, with two additional options to extend by one year each.

B. Since commencement of the Term, Consultant has been selected and tasked to oversee the construction of Foisia Park and Carriage Crest Park ("Additional Services"), and as such, an additional $400,000.00 needs to be allocated to this Agreement to allow Consultant to perform such services through June 30, 2025.

C. The Parties now desire to amend the Agreement to specifically prescribe the Additional Services for an additional $400,000.00, thereby increasing the Contract Sum from $482,635.00 to $882,635.00, for that purpose.

D. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

E. The Additional Services qualify as a change order because they concern a change to the scope of work and price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement. It is a change to the scope of work because it is not included in the Scope of Services and it is borne out of the original Scope of Services because the nature of services is similar to the original scope except the description contains more specificity, and at the time the Parties entered into the Agreement the Additional Services were reasonably unforeseeable.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text in ~~strikethrough font~~).

A. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Eight Hundred Eighty-Two Thousand, Six Hundred Thirty-Five Dollars and Zero Cents ($882,635.00)*** ~~Four Hundred Eighty Two Thousand Six Hundred Thirty Five Dollars and Zero Cents ($482,635.00)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C.""

B. Exhibit A (Scope of Services) is hereby amended to read in its entirety as follows:

See attached.

C. Exhibit C (Schedule of Compensation) is hereby amended to read in its entirety as follows:

See attached.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement. Each party represents and warrants to the other that the Agreement, as amended by this Amendment No. 1, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes

Lula Davis-Holmes, Mayor

ATTEST:

K. Bradshaw

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[vas; rjl]

CONSULTANT:

TOTUM CORP, a California corporation

By: _____
Name: GIULIO ZAVOLTA
Title: CFO

By: _____
Name: DANIEL KANE
Title: PRESIDENT

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis, *including but not limited to, oversight of construction of Foisia Park and Carriage Crest Park*:

CONSTRUCTION MANAGEMENT SERVICES:

General construction management services may include, but not be limited to:

1. Coordinating and conducting Pre-Construction meetings.
2. Preparation and distribution of meeting minutes.
3. Quality assurance and quality control.
4. Administration and management of construction contracts.
5. Ensure construction efforts are completed per approved plans, on-schedule, and on-budget.
6. Ensure that local and state inspections have been completed as necessary.
7. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's updates and revisions as may be required to reflect actual progress of work.
8. Provide construction schedule and budget updates to City's Contract Officer.
9. Schedule and conduct progress meetings to discuss contract issues, procedures, progress, problems, Construction Change Orders (CCO), submittals, requests for information (RFIs), deficiencies and schedules.
10. Process, review and approve contractor's submittals for City staff. Process and review project design consultant's submittals and provide recommendation to the City.
11. Process, review and track RFIs, submittals, shop drawings, proposed change orders and revisions, and provide recommendation to the City.
12. Review, evaluate and recommend approval for proposed CCOs. Review estimates for reasonableness and cost effectiveness and render recommendations to City. Administrate contracts, process CCOs (provide merit determination, quantification of cost and schedule impacts, render recommendations), review pay requests for accuracy.
13. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
14. Review contractor submittals for extra or unforeseen work. Review potential CCO for accuracy and provide recommendation(s) to the City's Construction Management and Inspection Services Project Manager for proper course of action and processing of CCOs.
15. Assist City in coordinating services of other consultants (design, geotechnical, National

Pollutant Discharge Elimination System (NPDES), materials testing, inspection, special laboratory testing, etc.) that may be hired or selected for the project.

16. Coordinate with project designer the contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
17. Coordinate construction activities with City's Public Works Maintenance Department.
18. Coordinate and oversee public notifications and public inquiries.
19. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
20. Track quantities of work completed for progress payment(s). Develop and implement procedures for review and processing of progress payment applications. Assist the City with review(s) and certification for payment(s).
21. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
22. Provide a recovery plan and/or work-around schedule as necessary to mitigate any project impacts.
23. Confirm delivery and storage of all materials, supplies, and equipment.
24. Provide recommendation and assistance to the City and the Design/Engineering Team in resolving any dispute(s) arising from the performance of the contractor and sub-contractors.
25. Ensure that the Prime/General Contractor has an appropriate safety program in place.
26. Recommend the accrual and assessment of Liquidated Damages as necessary.
27. City's Construction Manager shall manage and coordinate with contractor the project Substantial Completion Punchlist.
28. Provide a Construction Project Close-Out Report with all construction-related project documents.

<u>INSPECTION SERVICES (as part of Construction Management Services):</u>

General construction management inspection services may include, but not be limited to:

1. Become familiar with construction documents, traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph and log a pre-work video documenting existing conditions prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.

4. Interpret plans, specifications and regulations and ensure that contractors and sub-contractors are following their contracts, and any Federal, State, or local regulations in effect at time work is performed.

5. Inspect construction activities to ensure projects are constructed in accordance with the approved construction documents (including, but not limited to plans, specifications, as-built drawings, reports, etc.).

6. Document in writing and notify construction contractors about non-compliance; and direct Contractor in writing to correct non-compliance items as soon as they are discovered. Maintain a status log of all Non-Compliant items discovered and identified during the performance of this project.

7. Prepare and maintain daily Inspection Reports showing site and weather conditions; traffic control measures taken by contractors; labor (record headcount of prime contractor and subcontractors/vendors), equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily Inspection Reports shall be submitted to City upon project completion.

8. Review and maintain record of construction progress on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.

9. Provide accurate measurements of work completed by contractors in accordance with contract documents.

10. Review soil compaction and materials testing certifications of compliance (COC).

11. Coordinate with materials testing firms regarding quality of work completed.

12. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported to the City, and Consultant shall direct contractor to take correction measures to achieve compliance.

13. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.

14. Coordinate with contractor access to adjacent businesses/residents during construction.

15. Provide inspection of traffic control, channelization, and all other traffic-related work.

16. Observe construction safety, public safety and convenience, and report discovered problems to City.

17. Monitor compliance with the City's NPDES permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.

18. Monitor compliance with City's Construction Demolition and Recycling Ordinance,

including State requirements for organic waste diversion.

19. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
20. Coordinate preparation and submittal of "As-Built" plans to City upon project completion.
21. Prepare and issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
22. Evaluate completion of work and recommend to City when work is ready for final inspection.
23. Conduct final inspection/walk-through with City staff.
24. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.

CONSTRUCTION MATERIAL TESTING (as part of Construction Management Services):

General construction management materials testing services may include, but not be limited to:

1. Review, recommend and implement testing lab studies and reports.
2. Collect concrete samples and test their strength.
3. Provide soil testing services.
4. Check subgrade compaction for concrete and asphalt construction.
5. Perform tests for sieve analysis, sand equivalent and cleanness, as needed.
6. Perform plant inspection at facilities supplying concrete and hot mix asphalt.
7. Provide summary report of testing results.
8. Verify that sampling and testing procedures are being performed properly.
9. Verify certifications of samplers and testers.
10. Perform split sample tests as necessary.
11. Maintain witness test records.
12. Verify that all testing equipment used for acceptance testing is in good condition and properly calibrated.
13. Verify that all plant inspections are being performed correctly by qualified testers.
14. Provide summary report of quality assurance results.

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders, as follows:

When the City requests proposals from on-call consultants (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

IV. In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:

A. Meeting minutes

B. Construction schedule and budget updates

C. Construction Project Close-Out Report

D. Inspection reports

E. Accurate measurements of work completed

F. Summary report of test results

G. Summary report of quality assurance results

V. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VI. Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:

A. Danny Kaye,Principal, Sr. Construction Project Manager

B. Alejandro Pinel, Construction Project Manager

C. Patrick Lappin, Sr. Construction Project Manager

D. Sandra Gonzalez, Sr. Project Manager

E. Ethan Erickson, Project Engineer

F. Henry Graves, QA/QC

G. Koury, Subcontractor, Inspection/Lab Testing

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.**

The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024 - $94,250.00

July 1, 2024 through June 30, 2025 – ~~$192,270.00*~~ ***$592,270.00***

July 1, 2025 through June 30, 2026 – $196,115.00*

Total: ~~$482,635.00~~ ***$882,635.00***

July 1, 2026 through June 30, 2027 – $200,037.00 (extension period)*

July 1, 2027 through June 30, 2028 – $204,038 (extension period)*

~~*Amount reflects 2% increase from prior year.~~

II. **Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. **The total compensation for the Services shall not exceed ~~$482,635.00~~*$882,635.00* as provided in Section 2.1 of this Agreement.**

V. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and TOTUM CORP, a California corporation ("Consultant"), is effective as of the 1st day of July, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated December 19, 2023 ("Agreement"), whereby Consultant agreed to provide City construction management and inspection services on an on-call basis for a two and one-half year term commencing January 1, 2024 and expiring June 30, 2026, for $482,635.00, with two additional options to extend by one year each.

B. Since commencement of the Term, Consultant has been selected and tasked to oversee the construction of Foisia Park and Carriage Crest Park ("Additional Services"), and as such, an additional $400,000.00 was allocated to this Agreement to allow Consultant to perform such services through June 30, 2025.

C. The Parties entered into an amendment to the Agreement dated January 21, 2025 ("Amendment No. 1) to specifically prescribe the Additional Services for an additional $400,000.00, thereby increasing the Contract Sum from $482,635.00 to $882,635.00, for that purpose.

D. The Parties now wish to amend the Agreement to increase the contract amount by $350,000, raising the total Contract Sum from $882,635.00 to $1,232,635.00, to cover the additional cost of services. These services include continued oversight of the project's implementation in accordance with approved plans and specifications, adherence to construction schedules, compliance with City and safety regulations, inspection of construction quality, and coordination with stakeholders to ensure timely delivery.

E. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

F. This Amendment No. 2 qualifies as a change order because it concerns a change to the price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text in ~~strikethrough font~~).

A. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Million Two Hundred Thirty Two Thousand, Six Hundred Thirty Five Dollars and Zero Cents ($1,232,635.00)*** ~~Eight Hundred Eighty-Two Thousand, Six Hundred Thirty-Five Dollars and Zero Cents ($882,635.00)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C.""

B. Exhibit C (Schedule of Compensation) is hereby amended to read in its entirety as follows:

See attached.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement, and Amendment No. 1 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 and Amendment No. 1 to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[vas;rjl]

CONSULTANT:

TOTUM CORP, a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.

The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024 - $94,250.00

July 1, 2024 through June 30, 2025 – $592,270.00

July 1, 2025 through June 30, 2026 – ~~$196,115.00~~ ***$546,115.00***

Total: ~~$882,635.00~~ ***$1,232,635.00***

July 1, 2026 through June 30, 2027 – $200,037.00 (extension period)

July 1, 2027 through June 30, 2028 – $204,038.00 (extension period)

II. Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed ~~$882,635.00~~ *$1,232,635.00* as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, July 1, 2025, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC TO PROVIDE ON-CALL PROFESSIONAL PROJECT MANAGEMENT SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The Public Works Department is responsible for the implementation of the Capital Improvement Program (CIP) as well as the development and implementation of the Annual City-Wide Pavement Maintenance Program.

To enhance the capacity of the Public Works Department to deliver projects in a timely manner, staff solicited professional Project Management services. At its November 2023 Council meeting, the City Council approved a contract with Z&K Consultants Inc. (Z&K): A 30-month Contract Services Agreement for Project Management for a not-to-exceed contract sum of $615,776.00.

Z&K has been an integral part of managing and implementing the City's Pavement Program. As phases 5,6, and 7 are nearing completion, and new phases are planned for the upcoming fiscal year, staff has determined the need for a cost amendment to the Z&K contract to ensure work remains uninterrupted and the City-wide Paving Program is completed in a timely manner.

Staff requests Council approve Amendment No.1 to the Project Management contract with Z&K, increasing the contract by $93,200.00 for a new total not-to-exceed contract sum of $708,976.00.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to the Contract Services Agreement with Z & K Consultants to provide on-call Project Management Professional Services increasing the contract sum by $93,200.00 for a total contract sum of $708,976.00.
2. AUTHORIZE the Mayor to execute Amendment No. 1 to agreement with Z & K Consultants to provide on-call Project Management Professional Services following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 1 to the Contract Services Agreement with Z&K Consultants to provide on-call Project Management Professional Services.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the Law.

IV. BACKGROUND

The City's 5-Year Capital Improvement Program (CIP) was approved by the City Council on June 18, 2024. It is anticipated that the complexity and number of projects listed on the City's CIP over the next five years will increase as compared to the previously approved 5-year CIP plans. Additionally, the city-wide pavement program will continue its annual phases in efforts to improve the conditions of residential streets citywide. Given the higher demand for CIP projects and maintenance programs, there is an increased need for on-call consultants to assist with the management of projects.

The Public Works Department released Request for Qualifications (RFQ 23-002Q) to engage on-call project management consulting firms to provide professional services for various City capital projects and city-wide maintenance programs.

Z&K Consultants Inc. was one of the several firms awarded a project management contract. Since their award, Z&K has assisted with management services for several City projects including the Emergency Operations Center project and the city-wide pavement maintenance program.

Given that phases 5,6, and 7 of the city-wide pavement program are underway, with more phases planned for next fiscal year, and multiple public works projects are anticipated to be added to the future CIP list, the enhanced services of Z&K are necessary.

Staff requests Council approve Amendment No.1 to the Project Management contract with Z&K, increasing the contract by $93,200.00 for a new total not-to-exceed contract sum of $708,976.00.

V. FISCAL IMPACT

If the proposed Amendment No. 1 to the Z&K Contract Services Agreement for Project Management Professional Services is approved, the contract will increase by an additional $93,200 for a new total not-to-exceed contract amount of $708,976.00.

These funds are allocated in the adopted FY 25/26 budget within Engineering Professional Services account 101-80-820-100-6004.

VI. EXHIBITS

1. Z&K Original Project Management Contract
2. Z&K Construction Project Contract Amendment No. 1

Attachments

Exhibit 1. Z&K Original Project Management Contract

Exhibit 2. Z&K Construction Project Contract Amendment No. 1

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

Z & K CONSULTANTS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
Z & K CONSULTANTS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of January, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and Z & K CONSULTANTS, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Six Hundred Fifteen Thousand Seven Hundred Seventy Six Dollars and Zero Cents (**$615,776.00**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C."

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Crystal Fraire, PE, QSD/P	Principal-in-Charge
(Name)	(Title)

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Raymond Velasco, P.E., Public Works Operations Manager, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

Z & K CONSULTANTS, INC.
a California corporation

By: _____
Name: CRYSTAL FIAQIH
Title: PRESIDENT

By: _____
Name: JASMINE FIAQIH
Title: SECRETARY
Address: 17130 Van Buren Blvd., Suite 122
Riverside, California 92504

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

Z & K CONSULTANTS, INC.
a California corporation

By: _____
Name: CRYSTAL PANDIT
Title: PRESIDENT

By: _____
Name: JASMINE PANDIT
Title: SECRETARY
Address: 17130 Van Buren Blvd., Suite 122
Riverside, California 92504

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 17 November 2023 before me, M. Bentley, Notary Public, personally appeared Crystal Fagin, proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose names(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

M. BENTLEY
Notary Public - California
Riverside County
Commission # 2417565
My Comm. Expires Sep 22, 2026

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 17 November, 2023 before me, M Bentley, Notary Public, personally appeared Jasmine Fagih, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: MBentley

M. BENTLEY
Notary Public - California
Riverside County
Commission # 2417565
My Comm. Expires Sep 22, 2026

OPTIONAL

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- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Project Manager Services on an on-call basis:

STAFF AUGMENTATION:

Assist the City in executing various projects. Consultant will conduct plan reviews and project management services for various public facility projects. Consultant shall be the main point of contact with City staff in project or task development from concept to close out. Consultant may be stationed at City facilities to perform assignments and coordinate activities as directed by the Contract Officer, Director of Public Works or assigned designee.

Upon request, Consultant will conduct public workshops and have an explicit understanding of the California Public Contract Code and the City of Carson's Municipal Code efficiently and effectively.

GENERAL PROJECT MANAGEMENT STAFF AUGMENTATION SERVICES:

General services include, but are not limited to the following:

- General Contract Administration/Project Management.
- Review of conceptual and final plans along with project specifications and construction documents.
- Development and preparation of Project Studies.
- Research of various project related items such as local, State, Federal provisions, grant opportunities. Investigation and management of possible grant opportunities for Public Works projects, including grant application, reporting, and monitoring.
- Coordination with, or obtaining approvals from, various private and public agencies.
- Preparation of and/or presenting information at City Council, public workshops, or other public meetings.
- Development or review of various project related reports, diagrams, exhibits.
- Development of databases for capital improvement projects including schedules, budgets and priorities.
- Research and review of, record drawings, field investigations, site conditions, restrictions, California Environmental Quality Act (CEQA) status.

- Coordinate projects with outside agencies such as utility companies, Los Angeles County Department of Public Works, Sheriff station, Caltrans.

- Preparation of Request for Proposals (RFP).

- Coordination of Public Works projects for the bidding process.

- Management of project budgets and working closely with the City's Public Works Administrative staff.

- Review, evaluate, process, and provide approval recommendation to City staff for payments to consultants, consultants, and various agencies.

- Review, evaluate, and approve proposed changes from other consultants and consultants.

- Verification of field work such as field investigations, inspections, job walks.

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders, as follows:

When the City requests proposals from on-call consultants (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

IV. In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:

A. Project Studies

B. Project related reports, diagrams, exhibits

C. Databases for capital improvement projects including schedules, budgets and priorities

D. RFPs

V. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VI. Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:

A. Zack Faqih, Senior Project Manager

B. Crystal Fraire, Senior Project Manager

C. Nadeem Syed, Senior Project Manager

D. Anthony Flores, Senior Project Manager

E. Brittany Duhn, Senior Project Manager

F. Lauren Wiley, Project Manager

G. Bridget Duhn, Project Manager

H. Amber Garcia, Project Manager

I. Yara Sharabi, Assistant Project Manager

J. Noah Hernandez, Assistant Project Manager

K. William Henry, Senior Land Surveyor (as needed)

L. Charles Lamb, Senior Landscape Architect (as needed)

M. Ahmed Ibrahim, Structural Engineer (as needed)

N. Salvador Orozco, Sr. Traffic/Signal Engineer (as needed)

O. Dion Castro, SWPPP/Environmental Specialist (as needed)

P. Alfred Ramirez, AutoCAD/Microstation Designer (as needed)

Q. Thomas Russell, Sr. Electrical Specialist (as needed)

R. Eddie Davalos, Sr. Civil and Grading Specialist (as needed)

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

I. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services ***commencing January 1, 2024 and expiring June 30, 2026*** ~~but not exceeding one (1) years from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."***"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.**

The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$120,250.00
July 1, 2024 through June 30, 2025:	$245,310.00*
July 1, 2025 through June 30, 2026:	$250,216.00*
Total:	$615,776.00

July 1, 2026 through June 30, 2027:	$255,220.00 (extension period)*
July 1, 2027 through June 30, 2028:	$260,324.00 (extension period)*

*Amount reflects 2% increase from prior year.

II. **Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $615,776.00 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
BILLING RATES

Senior Project Manager	$158.00
Project Manager	$150.00
Assistant Project Manager	$142.00

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services on an on-call basis as set forth in Exhibit "A."**

II. **If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be completed timely in accordance with the approved Task Proposal and by the Task Completion Date.**

Z&KCONS-01 NICOLEHATCHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2024

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

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

PRODUCER	CONTACT NAME: Nicole Hatcher	
NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	PHONE (A/C, No, Ext): (480) 998-8038	FAX (A/C, No):
	E-MAIL ADDRESS: nicole.hatcher@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Company of America	25674
INSURED	INSURER B : Travelers Casualty and Surety Company of America	31194
Z & K Consultants, Inc. 22295 Jessamine Way Corona, CA 92883	INSURER C : James River Insurance Company	12203
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X	X	6802J978123	5/18/2023	5/18/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY							
	[X] ANY AUTO	X	X	BA6W812054	5/18/2023	5/18/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			CUP7W800864	5/18/2023	5/18/2024	EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 0						Prod Comp	$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	N/A	X	UB-9K77696A-23-47-G	5/18/2023	5/18/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	E&O/Prof Liab			0105963601	7/10/2023	7/10/2024	Agg $2,000,000 Each	1,000,000
C	Excess E&O/Prof Liab			00148570-0	9/26/2023	7/10/2024	Each Occurrence	1,000,000

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

City of Carson, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are named Additional Insured as respects to General Liability and Auto Liability. This insurance is primary and non-contributory with any other insurance of the additional insured, so long as a written contract or agreement to such exists prior to a loss. A Waiver of subrogation in favor of the City of Carson applies as respects to General Liability, Auto Liability and Workers Compensation coverage so long as written contract or agreement exists as per attached endorsements CGD3810915, CAT4200215 and WC990376.

CERTIFICATE HOLDER

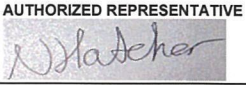
City of Carson
701 E Carson Street
Carson, CA 90745

INSURANCE APPROVED
RG
1/17/2024

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

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

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

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

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

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

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

   a. After you have signed that written contract;

   b. While that part of the written contract is in effect; and

   c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. **BLANKET ADDITIONAL INSURED**
B. **EMPLOYEE HIRED AUTO**
C. **EMPLOYEES AS INSURED**
D. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
E. **TRAILERS – INCREASED LOAD CAPACITY**
F. **HIRED AUTO PHYSICAL DAMAGE**
G. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
H. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**
I. **WAIVER OF DEDUCTIBLE – GLASS**
J. **PERSONAL PROPERTY**
K. **AIRBAGS**
L. **AUTO LOAN LEASE GAP**
M. **BLANKET WAIVER OF SUBROGATION**

A. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

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

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

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

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

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

C. EMPLOYEES AS INSURED

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

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

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

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

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

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

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

J. PERSONAL PROPERTY

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

Personal Property Coverage

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

(1) Owned by an "insured"; and

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

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

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

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

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

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

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

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-9K77696A-23-47-G

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

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

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

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	ENGINEERS

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

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

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 04-03-23 **ST ASSIGN:**

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and Z & K CONSULTANTS, INC., a California corporation ("Consultant"), is effective as of the ___ day of _____, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2024 ("Agreement"), whereby Consultant agreed to perform on-call project manager services for a not-to-exceed Contract Sum of $615,776.00 for the Term spanning from January 1, 2024 to June 30, 2026, with two optional one (1) year extension periods.

B. The Contract Sum will need to be increased by $93,200.00 because the original budgeted amount was estimated based on certain City projects anticipated to be needed, but now City's needs for project management services have expanded which in turn necessitates increased work needed by Consultant.

C. City and Consultant now desire to amend the Agreement to increase the Contract Sum by $93,200.00 from $615,776.00 to $708,976.00.

D. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

E. This Amendment qualifies as a change order because it concerns a change to the price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Seven Hundred Eight Thousand***

Nine Hundred Seventy Six Dollars and Zero Cents ($708,976.00) ~~Six Hundred Fifteen Thousand Seven Hundred Seventy Six Dollars and Zero Cents (**$615,776.00**)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C."

B. Section I. of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

"The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$120,250.00
July 1, 2024 through June 30, 2025:	$245,310.00~~*~~
July 1, 2025 through June 30, 2026:	~~$250,216.00*~~ ***$343,416.00***
Total:	~~$615,776.00~~ ***$708,976.00***
July 1, 2026 through June 30, 2027:	$255,220.00 (extension period)~~*~~
July 1, 2027 through June 30, 2028:	$260,324.00 (extension period)~~*~~

~~*Amount reflects 2% increase from prior year.~~"

C. Section IV. of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

"IV. The total compensation for the Services shall not exceed ***$708,976.00*** ~~$615,776.00~~ as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with

the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[ahl; rjl]

CONTRACTOR:

Z&K CONSULTANTS, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Report to Honorable Mayor and City Council

Tuesday, July 1, 2025, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER ADOPTION OF RESOLUTION 25-080, APPROVING THE CITY OF CARSON STREETSCAPE MASTER PLAN (CITY COUNCIL)

I. SUMMARY

The City of Carson (City) is undertaking Project No. 1715: Medians Plan: Construct & Relandscape Center Medians. As part of this project, the City of Carson Streetscape Master Plan (Master Plan) was developed by Breen Design Group and Community Works Design Group, working with City Staff. The Master Plan provides special urban design to the City, to enhance the urban greenscape, and to improve and protect the future visual quality of the City of Carson. The conceptual designs and design details illustrate the approved "Tool Box" for all new streetscape corridor/parkway projects administered by the City's Public Works Department. The Master plan encompasses established criteria for the selection of plants, hardscape, and softscape, and other improvements located within the public median rights-of-way throughout the City.

II. RECOMMENDATION

Waive further reading and ADOPT Resolution 25-080, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE CITY OF CARSON STREETSCAPE MASTER PLAN "

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and consistent with the requirements of the law.

IV. BACKGROUND

The City's Capital Improvement Program (CIP) calls for the development of Project No. 1715: Medians Plan: Construct & Relandscape Center Medians. In a concerted effort to invest in the long-term aesthetic quality of the medians within the City, the City worked closely with the consultant team of Breen Design Group and Community Works Design Group to develop the Master Plan. The goal of the Master Plan was to establish a vision for how medians and other areas within public rights-of-way throughout the City could be beautified in a systematic and sustainable fashion, developing design motifs and criteria for future projects to follow.

The Master Plan establishes conceptual median designs, specific to four different land use characterizations including: Civic Land Use, Commercial Land Use, Industrial Land Use, and Residential Land Use. Each conceptual median design includes plants (e.g., trees, shrubs, and groundcovers) and hardscape (e.g., maintenance bands, decorative boulders, decomposed granite, and stamped concrete).

The plant and color palette established with the City of Carson Streetscape Master Plan was presented to and approved by the Public Works Commission on July 8, 2024. This plant and color palette, along with other elements of the plan, was presented to and approved by the Planning Commission on October 22, 2024.

It is anticipated that the Master Plan be used as a reference for Community Development to condition approval of projects on the installation of plants and hardscape within private and public right-of-way.

V. FISCAL IMPACT

None

VI. EXHIBITS

1. Resolution 25-080
2. The City of Carson Streetscape Master Plan

Attachments

Exhibit 1 Resolution 25-080.pdf

Exhibit 2 Carson Streetscape Master Plan.pdf

RESOLUTION NO. 25-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE CITY OF CARSON STREETSCAPE MASTER PLAN

WHEREAS, this Streetscape Master Plan was developed by Breen Design Group and Community Works Design Group, working with City Staff. The Streetscape Master Plan provides special urban design to the City, to enhance the urban greenscape, and to improve and protect the future visual quality of the City of Carson. The conceptual designs and design details illustrate the approved "Tool Box" for all new streetscape corridor/parkway projects administered by the City's Public Works Department.

WHEREAS, the City Council wishes to approve the Streetscape Master Plan.

THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City of Carson hereby adopts and approves the City of Carson Streetscape Master Plan, attached hereto as Exhibit "A" and made part of this Resolution.

Section 2. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 3. The City Clerk shall certify to the adoption of this resolution and enter it into the book of original Resolutions.

Section 4. This Resolution shall be effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 1st day of July, 2025.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-080 adopted by the City of Carson City Council at its meeting held on July 1, 2025, by the following vote:

AYES: COUNCIL MEMBERS: None
NOES: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMEBES: None
ABSENT: COUNCIL MEMBERS: None

_____
Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT "A"

CITY OF CARSON
STREETSCAPE MASTER PLAN

SEE ATTACHED

CARSON California
FUTURE UNLIMITED

STREETSCAPE MASTER PLAN

BREEN DESIGN GROUP

COMMUNITY WORKS DESIGN GROUP

JUNE 2025

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1 | INTRODUCTION

This Streetscape Master Plan represents the adopted "Vision" (City Council, 2024) for the future of the City of Carson medians. Located in the heart of Los Angeles County, California, the vibrant City of Carson is a thriving community of approximately 100,000 residents spread over 19 dynamic square miles. Renowned for its diverse and rich cultural tapestry, Carson boasts an enviable standard of living underpinned by an exceptional parks and recreation system, offering endless opportunities for leisure and entertainment. The city is not only a residential haven but also a bustling commercial hub, hosting numerous major corporations and the esteemed California State University, Dominguez Hills. Governed by a dedicated five-member council and operating under the efficient council-manager form of government, Carson is a model of progressive urban planning and community involvement. Embracing its diverse population and forward-thinking ethos, the city proudly upholds the motto "Future Unlimited" reflecting its continual commitment to growth, innovation, and an ever-brightening horizon.

The Streetscape Master Plan has been created to meet the goal of providing this special urban design for the City, to enhance the urban greenscape, and to improve and protect the future visual quality of the City of Carson. The conceptual designs and design details illustrate the approved "Tool Box" for all new streetscape corridor/parkway projects administered by the City's Public Works Team.

In 2021, Carson was named as a Tree City USA by the Arbor Day Foundation. With an urban forest of over 18,000 trees in Carson, the very important job of protecting it is carried out by the Public Works Section's Urban Forestry Program. Consequently, these Standards focus particularly on increasing and improving the inventory of trees in the community. Consideration and attention have been given to the preservation and protection of existing healthy trees, especially in the residential parkways. The Streetscape Master Plan also encourage the use of appropriate species of canopy trees in the street medians. Consistent, yet distinct streetscape corridors will be created through the use of cohesive median design by land use zoning throughout the City.

The Streetscape Master plan encompass established criteria for the selection of plants, hardscape and softscape, and other improvements located within the public median rights-of-way throughout the City. It is a dynamic document intended as a framework to guide the installation of certain public rights-of-way improvements and the preservation of those already existing.

2 | MEDIAN STREETSCAPE ELEMENTS

STREET TREES

Street trees planted in medians contribute significantly to the overall aesthetic, environmental, and social value of a streetscape master plan. Their benefits can be categorized into several key areas:

Aesthetic Value:
Trees enhance the visual appeal of streetscapes, making urban environments more attractive and pleasant. They can create a sense of place and identity, contributing to the character of a neighborhood or commercial area.

Environmental Benefits: Trees play a crucial role in mitigating the urban heat island effect by providing shade and cooling the surrounding air through evapotranspiration. They also help in improving air quality by absorbing pollutants and carbon dioxide. Additionally, trees contribute to stormwater management by intercepting rainwater, reducing runoff, and improving water quality.

Economic Value: The presence of trees can increase property values and attract businesses and residents to an area. They also reduce the need for energy consumption for cooling, as shaded areas tend to be cooler, leading to savings in air conditioning costs.

Social and Health Benefits: Trees have a positive impact on mental and physical health by reducing stress, encouraging physical activity, and providing spaces for social interaction. Green spaces with trees are known to reduce crime rates and increase social cohesion.

Safety and Traffic Calming: Trees in medians can enhance road safety by providing a visual barrier between opposing traffic flows, reducing glare, and guiding drivers' eyes towards the road ahead. They also act as a physical barrier, discouraging unsafe movements and helping to calm traffic.

Biodiversity: Trees support biodiversity by providing habitat and food for birds, insects, and other wildlife, contributing to the ecological balance of urban areas.

Noise Reduction: Trees can help in reducing noise pollution by absorbing and deflecting sound waves, making streetscapes quieter and more pleasant for pedestrians and residents.

STREET TREES

MARINA STRAWBERRY TREE
Arbutus 'Marina'

WATER USE
Low

HEIGHT
25' - 40'

NATIVE
No

COLOR
Pink/Red

FLOWERING SEASON
Spring/Fall

POLLINATOR
Yes

BLUE ATLAS FAN PALM
Chamaerops humilis var. cerifera

WATER USE
Low

HEIGHT
10'-12'

NATIVE
No

COLOR
Yellow

FLOWERING SEASON
Spring/Summer

POLLINATOR
Yes

MAIDENHAIR TREE
Ginkgo biloba 'Princeton Sentry'

WATER USE
Moderate

HEIGHT
40'-60'

NATIVE
No

COLOR
Yellow

FLOWERING SEASON
Spring/Summer

POLLINATOR
No

GOLDEN TRUMPET TREE
Handroanthus chrysotrichus

WATER USE
Moderate

HEIGHT
15'-20'

NATIVE
No

COLOR
Yellow

FLOWERING SEASON
Spring/Summer

POLLINATOR
Yes

STREET TREES

SOUTHERN MAGNOLIA
Magnolia grandiflora

WATER USE
Moderate

HEIGHT
45'- 60'

NATIVE
No

COLOR
White

FLOWERING SEASON
Summer

POLLINATOR
Yes

DEGLET NOOR DATE PALM
Phoenix dactylifera 'Deglet Noor'

WATER USE
Low

HEIGHT
50'- 80'

NATIVE
No

COLOR
White/Cream

FLOWERING SEASON
Summer

POLLINATOR
Yes

CATALINA CHERRY
Prunus ilicifolia ssp lyonia

WATER USE
Low

HEIGHT
15'- 30'

NATIVE
Yes

COLOR
White/Cream

FLOWERING SEASON
Spring/Summer

POLLINATOR
No

SHRUBS

Shrubs, when incorporated into medians as part of a streetscape master plan, offer a variety of benefits that complement those provided by street trees.

Aesthetic Enhancement: Shrubs can add texture, color, and visual interest to the streetscape throughout the year, especially during seasons when trees might not be in leaf or bloom. They can be selected for their flowering, foliage color, or seasonal changes, enhancing the overall beauty of the area.

Erosion Control and Soil Stabilization: Shrubs can help prevent soil erosion in medians, especially in areas prone to heavy rain or wind. Their root systems stabilize the soil, reducing the risk of erosion and runoff.

Wildlife Habitat: Shrubs can provide food and shelter for birds, butterflies, and other small wildlife, contributing to urban biodiversity and creating opportunities for residents to observe and connect with nature.

Privacy and Screening: Certain shrubs can be used to create visual barriers or screens, offering privacy and reducing the visual impact of less attractive views or elements, such as utility boxes or irrigation boosters/controllers.

Noise Reduction: Similar to trees, shrubs can help in reducing noise pollution by absorbing and deflecting sound waves, making the streetscape more peaceful for pedestrians and nearby residents.

Air Quality Improvement: Shrubs, like other plants, can help improve air quality by absorbing pollutants and carbon dioxide, although their impact may be more localized compared to larger trees.

Water Conservation: We have selected drought-tolerant or native species that require less water once established, making them a sustainable choice for medians where water resources may be limited or where frequent maintenance is not feasible.

Safety and Traffic Calming: Shrubs can contribute to traffic calming by narrowing the perceived width of the road and guiding driver sight lines, although their effectiveness in this regard is generally less than that of trees. Additionally, shrubs create a cost effective deterrent to jaywalking.

Flexibility in Design: Shrubs offer flexibility in landscape design, allowing for a variety of arrangements and compositions. They can be used to fill spaces between trees, underplant trees, or create hedges and borders.

Low Maintenance: Many shrubs are relatively low maintenance once established, requiring less pruning and care compared to some trees, which can be beneficial in urban settings where maintenance resources may be limited.

SHRUBS

YELLOW YARROW
Achillea 'Moonshine'

WATER USE
Moderate

HEIGHT
1' - 2'

NATIVE
Yes

COLOR
Yellow

FLOWERING SEASON
Spring/Summer

POLLINATOR
Yes

FOXTAIL AGAVE
Agave attenuata

WATER USE
Low-Moderate

HEIGHT
3' - 6'

NATIVE
No

COLOR
Silvery Pale Green

FLOWERING SEASON
Late Fall/Winter

POLLINATOR
Yes

BLUE ELF ALOE
Aloe 'Blue Elf'

WATER USE
Low-Moderate

HEIGHT
1' - 2'

NATIVE
No

COLOR
Orange

FLOWERING SEASON
Spring/Summer

POLLINATOR
Yes

FOXTAIL FERN
Asparagus densiflorus 'Myers'

WATER USE
Moderate

HEIGHT
2' - 3'

NATIVE
No

COLOR
White

FLOWERING SEASON
Spring/Summer

POLLINATOR
No

SHRUBS

RED YUCCA
Hesperaloe parviflora

WATER USE
Very Low

HEIGHT
3' - 4'

NATIVE
No

COLOR
Pink/Red

FLOWERING SEASON
Summer

POLLINATOR
Yes

TORCH LILY
Kniphofia caulescens

WATER USE
Moderate

HEIGHT
3'- 6'

NATIVE
No

COLOR
Yellow/Orange/Red

FLOWERING SEASON
Summer

POLLINATOR
Yes

WHITE TEXAS SAGE
Salvia greggii 'Alba'

WATER USE
Low

HEIGHT
2' - 4'

NATIVE
No

COLOR
White

FLOWERING SEASON
Summer/Fall

POLLINATOR
Yes

SANTA BARBARA SAGE
Salvia leucantha 'Santa Barbara'

WATER USE
Low

HEIGHT
3' - 4'

NATIVE
No

COLOR
Purple

FLOWERING SEASON
Spring/Summer/Fall

POLLINATOR
Yes

SHRUBS

BIRD OF PARADISE

Strelitzia reginae

WATER USE
Moderate

HEIGHT
3' - 5'

NATIVE
No

COLOR
Orange/Red

FLOWERING SEASON
Fall/Winter/Spring

POLLINATOR
Yes

COAST ROSEMARY

Westringia fruticosa 'Morning Light'

WATER USE
Low

HEIGHT
3' - 6'

NATIVE
No

COLOR
White

FLOWERING SEASON
Year Round

POLLINATOR
Yes

GROUNDCOVERS

Groundcover in medians plays a crucial role in a streetscape master plan, offering numerous benefits that enhance the functionality, aesthetics, and environmental quality of urban spaces.

Aesthetic Improvement: Groundcover plants can add a layer of visual interest to the streetscape, especially when they are flowering or have attractive foliage. They can soften the hardscape elements and create a more inviting and visually appealing environment.

Erosion Control: With their extensive root systems, groundcover plants help stabilize the soil, preventing erosion and the loss of topsoil, especially in areas prone to heavy rain or wind.

Weed Suppression: By forming a dense cover, groundcover plants can outcompete weeds for space, light, and nutrients, reducing the need for herbicides and manual weeding in medians.

Water Conservation: Many groundcover species are drought-tolerant once established, requiring less water than lawns or some other plant options.

Reduced Maintenance: Groundcovers often require less maintenance than grass or other more labor-intensive landscaping options. This can result in cost savings over time and make medians more practical for urban environments.

Biodiversity Support: Groundcover plants can support biodiversity by providing food and habitat for pollinators and other beneficial insects, as well as small vertebrates. This can contribute to the overall ecological health of urban areas.

Noise Reduction: Groundcover, especially when combined with shrubs and trees, can help absorb and deflect sound waves, reducing noise pollution from traffic and other urban sources.

Air Quality Improvement: Like other vegetation, groundcover plants can help improve air quality by absorbing pollutants and carbon dioxide, although their impact is generally more localized compared to larger trees.

Stormwater Management: Groundcover can assist in managing stormwater by absorbing and filtering rainwater, which can reduce runoff and improve water quality. This is particularly important in urban areas where excess runoff can overwhelm drainage systems.

Climate Resilience: Groundcover can contribute to the resilience of urban areas by providing cooling effects during hot weather and helping to mitigate the urban heat island effect.

GROUNDCOVERS

EUROPEAN GREY SEDGE

Carex divulsa

WATER USE
Low-Moderate

HEIGHT
1' - 2'

NATIVE
Yes

COLOR
Cream

FLOWERING SEASON
Spring/Summer

POLLINATOR
Yes

'GREEN CARPET' NATAL PLUM

Carissa macrocarpa 'Green Carpet'

WATER USE
Low-Moderate

HEIGHT
1' - 3'

NATIVE
No

COLOR
White

FLOWERING SEASON
Spring/Summer

POLLINATOR
NO

SMALL CAPE RUSH

Chondropetalum tectorum

WATER USE
Low-Moderate

HEIGHT
1' - 2'

NATIVE
No

COLOR
Rust Brown/Orange

FLOWERING SEASON
Spring/Summer

POLLINATOR
Yes

YELLOW ICE PLANT

Delosperma nubigenum

WATER USE
Low-Moderate

HEIGHT
0.5' - 1'

NATIVE
No

COLOR
Yellow

FLOWERING SEASON
Spring/Summer

POLLINATOR
Yes

GROUNDCOVERS

FLAX LILY LITTLE REV
Dianella revoluta 'Little Rev'

WATER USE
Low-Moderate

HEIGHT
1' - 2'

NATIVE
No

COLOR
Purple

FLOWERING SEASON
Spring/Summer

POLLINATOR
Yes

MOTHER OF THOUSANDS
Kalanchoe daigremontiana

WATER USE
Low-Moderate

HEIGHT
1' - 2'

NATIVE
No

COLOR
Pink

FLOWERING SEASON
Spring/Summer

POLLINATOR
No

BLUE CHALK STICKS
Senecio talinoides ssp. mandraliscae

WATER USE
Low-Moderate

HEIGHT
1' - 2'

NATIVE
No

COLOR
Cream

FLOWERING SEASON
Spring/Summer

POLLINATOR
Yes

VARIEGATED PURPLE HEART
Tradescantia pallida 'variegata'

WATER USE
Low-Moderate

HEIGHT
1' - 1.5'

NATIVE
No

COLOR
Pink/Purple

FLOWERING SEASON
Spring/Summer

POLLINATOR
Yes

SYNTHETIC/ARTIFICIAL TURF

Artificial turf, also known as synthetic grass, can be a practical alternative to natural vegetation in certain urban median applications. It offers several benefits and is particularly suitable for specific contexts. Here are the benefits of artificial turf and scenarios when it should be considered for use in medians as part of a streetscape plan:

Benefits of Artificial Turf:

Low Maintenance: Artificial turf requires minimal maintenance compared to natural grass. It doesn't need mowing, watering, or fertilizing, which can be particularly advantageous in areas where maintenance resources are limited. However, some maintenance and weeding is still required at edges and seams of the synthetic turf. It is also possible for debris to collect on its surface in median applications.

Drought Resistance:
It does not require water to stay green and lush, making it an excellent choice for regions experiencing water shortages or drought conditions.

Durability:
Artificial turf is designed to withstand heavy foot traffic and can be more resistant to wear and tear than natural grass, suitable for high-traffic median areas.

Consistent Aesthetics:
It maintains a consistent appearance year-round, regardless of weather conditions or seasons, providing a green space even in winter or during dry spells.

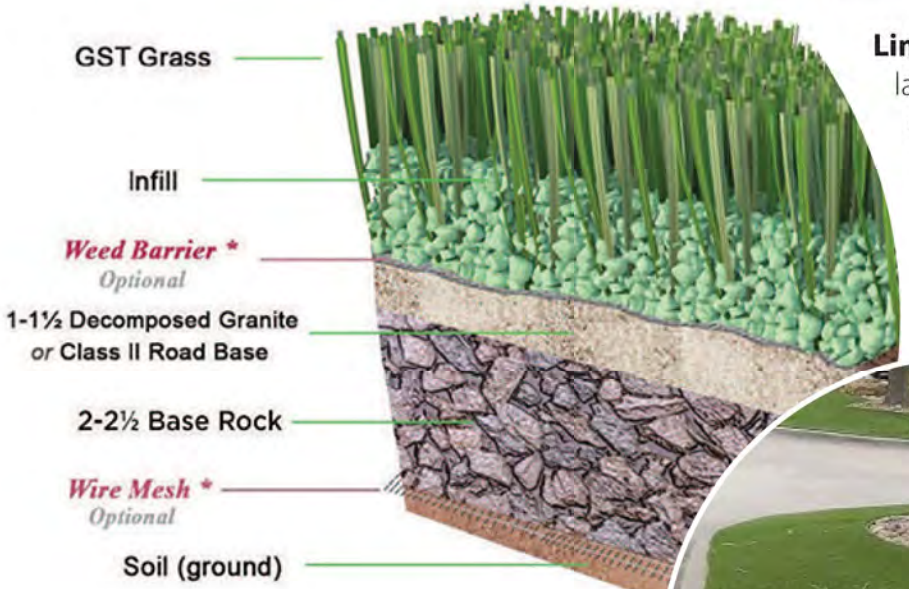
Versatility: It can be installed on various surfaces and in different soil conditions, making it a flexible option for medians with challenging landscaping environments.

Considerations:

Heat Island Effect: Artificial turf can contribute to the urban heat island effect, as it can get very hot under direct sunlight, which may affect the comfort of pedestrians and potentially increase the temperature of the surrounding area.

Drainage: Proper drainage is essential for artificial turf installations to prevent standing water, which can lead to mold growth and become a breeding ground for mosquitoes.

SYNTHETIC/ARTIFICIAL TURF



Scenarios When Artificial Turf Should Be Used:

High Foot Traffic Areas: In urban areas where medians are frequently used as pedestrian crossings or waiting areas, artificial turf can be a low-maintenance solution that can withstand heavy foot traffic without deteriorating.

Limited Access for Maintenance: If the median is difficult to access for regular lawn maintenance due to its location or design, artificial turf can be a good option as it requires minimal upkeep.

Water Scarcity: In regions experiencing water shortages or drought conditions, artificial turf can be a water-conserving alternative to natural grass, which requires regular watering to stay green and healthy.

Shade and Climate Challenges: Areas with extreme climates, such as very hot or very cold regions, or where medians are heavily shaded and make it difficult for natural grass to grow, might benefit from the durability and consistent appearance of artificial turf.

Aesthetic Consistency: Artificial turf provides a uniform and predictable appearance year-round, which can be desirable for streetscapes that are intended to have a manicured and consistent look.

Safety and Visibility: In areas where visibility is a concern, such as near intersections or along busy roads, artificial turf can provide a clear visual boundary that enhances safety by making the median more visible to drivers.

MAINTENANCE BANDS

Incorporating a concrete maintenance band in medians as part of a streetscape plan offers several benefits, particularly in urban environments where practicality, durability, and ease of maintenance are key considerations. Here are some of the advantages:

Accessibility for Maintenance: A concrete maintenance band provides a stable and accessible pathway for maintenance workers, equipment, and vehicles to enter the median for upkeep tasks such as pruning, weeding, irrigation system repairs, and litter removal. This can be especially important in wide medians or those with dense plantings where regular maintenance is necessary.

Protection of Plantings: The concrete band acts as a barrier that helps protect the median's vegetation from pedestrian and vehicular traffic. It can prevent soil compaction and damage to plants that might occur if people or vehicles were to enter the planting areas.

Erosion Control: Concrete edges can help prevent soil erosion by stabilizing the ground and reducing the impact of water runoff. This is particularly beneficial in areas with heavy rainfall or where medians are at a slope.

Defined Boundaries: The maintenance band clearly defines the boundary between the planted area and the roadway, which can enhance the visual appeal of the median.

Utility Access: The concrete band can be designed to allow easy access to underground utilities for maintenance and repairs. This is crucial in medians that may house electrical, communication, or other utility lines.

Durability and Longevity: Concrete is a durable material that can withstand heavy use and weather extremes, requiring minimal maintenance itself. This can result in long-term cost savings and reduced disruption to the streetscape.

Flexibility for Future Changes: If the streetscape design needs to be modified in the future, the concrete maintenance band can provide a stable base for new installations or adjustments to the median's layout.

Enhanced Drainage: Properly designed concrete bands can include features that facilitate water drainage, preventing standing water in the median and reducing the risk of flooding or water damage to plants.

Safety: By providing a clear delineation and a stable surface, the concrete band can contribute to traffic safety, as it helps prevent vehicles from encroaching onto the median and reduces the likelihood of accidents.

MAINTENANCE BANDS

Scenarios When Maintenance Bands Should Be Used:

Median Width: If the median is wide enough to accommodate a concrete band without compromising the safety and functionality of the roadway, it should be considered.

Vegetation Management: If the median is landscaped with vegetation that requires regular maintenance, a concrete band can provide a stable platform for maintenance equipment.

Drainage Considerations: The median design must ensure proper drainage to prevent water from pooling on the roadway. A concrete maintenance band can help direct water flow and prevent erosion.

Safety: The concrete band can serve as a barrier to prevent vehicles from encroaching into the median, improving safety.

Accessibility: If the median needs to accommodate utility access or other maintenance activities, a concrete band can provide a stable and accessible surface.

Aesthetics: In some cases, a concrete maintenance band can also serve an aesthetic purpose, providing a clean edge to the median and enhancing the overall appearance of the roadway.

DECORATIVE BOULDERS

Incorporating boulders in medians as part of a streetscape master plan can offer several benefits, and they should be used when their characteristics align with the design goals and functional needs of the space.

Benefits of Using Boulders:

Aesthetic Appeal: Boulders add a natural, rugged beauty to the landscape. They can create a striking visual contrast with the surrounding vegetation and hardscape elements, enhancing the overall aesthetic of the streetscape.

Erosion Control: Placing boulders strategically can help prevent soil erosion, especially in medians that are on slopes or in areas with heavy rainfall. They can stabilize slopes and reduce the impact of water runoff.

Low Maintenance: Boulders require minimal maintenance once installed. They do not need watering, pruning, or other regular care that vegetation might require, making them a low-maintenance landscaping element.

Durability: Boulders are extremely durable and can withstand harsh weather conditions, vehicular impacts, and vandalism better than many other landscape features. This makes them a long-last ng addition to the streetscape.

Wildlife Habitat: In some cases, boulders can provide habitat or microclimates for small wildlife, contributing to urban biodiversity. They can offer shelter and breeding sites for various species.

Traffic Calming: Boulders can be used as a physical barrier to guide traffic and discourage inappropriate use of medians by vehicles, thereby enhancing road safety.

DECORATIVE BOULDERS

Scenarios When Decorative Boulders Should Be Used:

High-Traffic Areas: In heavily trafficked areas where plants may struggle to survive or where maintenance is difficult, boulders can provide a more permanent and low-maintenance landscaping solution.

Limited Space: In narrow medians or where space is at a premium, boulders can be an efficient way to add visual interest without taking up too much space.

Themed Designs: When creating a streetscape with a natural theme, boulders can reinforce the design concept and provide a focal point.

Safety Enhancement: To protect existing vegetation from vehicle damage or to prevent vehicles from entering the median, boulders can serve as a protective barrier.

Stormwater Management: Boulders can be utilized as part of a stormwater management strategy, directing water flow and helping to prevent flooding.

Boulder Grand Canyon Onyx

Available at:
SiteOne Landscape Supply
3017 Kashiwa St
Torrance, CA 90505

DECOMPOSED GRANITE

Decomposed Granite (DG) is a versatile material that can be used in a variety of landscaping applications, including street medians. It offers several benefits that make it a popular choice for urban and public spaces.

Aesthetic Appeal: DG has a natural, earthy look that can complement many landscape designs. It comes in various colors depending on the original granite stone, providing options to match or contrast with surrounding elements.

Low Maintenance: DG is relatively low maintenance compared to grass or other plantings. It doesn't require mowing, watering, or fertilizing, which can save on maintenance costs and labor.

Permeability: DG is permeable, allowing water to pass through and reduce runoff. This can help with drainage issues and prevent standing water in the median, which is particularly beneficial in areas prone to heavy rainfall.

Erosion Control: DG can help stabilize soil and prevent erosion. When compacted, it forms a stable surface that resists washout from rain and foot traffic.

Cost-Effectiveness: DG is often less expensive than other paving materials, such as concrete or asphalt. It can be a cost-effective way to create a durable pathway or surface in a street median.

Environmental Friendliness: As a natural material, DG is considered more environmentally friendly than synthetic materials. It does not produce pollutants and can be a local material in areas where granite is abundant, reducing transportation emissions.

Versatility: DG can be used alone or in combination with other materials, such as pavers or concrete, to create interesting patterns and designs. It can also be used to create paths, seating areas, or as a base for other landscape features.

Reduced Heat Island Effect: Compared to impervious surfaces like concrete or asphalt, decomposed granite tends to absorb less heat, which can help mitigate the urban heat island effect in densely populated areas.

Easy Installation: DG is relatively easy to install, especially for small projects. It can be laid down and compacted without the need for special equipment or expertise, although larger projects may require professional installation.

DECOMPOSED GRANITE

Scenarios When Decomposed Granite Should Be Used:

Low Maintenance/Water Wise Aesthetic Appeal: DG has a natural, earthy look that can enhance the visual appeal of a median, especially when used in combination with native plants or xeriscaping. In wide medians currently consisting of turf, DG should be considered as a replacement material.

Erosion Control: In areas prone to erosion, DG can help stabilize the soil and prevent runoff, making it a suitable choice for sloped or uneven median surfaces.

Drainage: DG allows for good drainage, which is essential in medians to prevent water pooling on the roadway. It can be an excellent choice in areas with high rainfall or where rapid drainage is necessary.

Cost-Effectiveness: DG is often less expensive than other paving materials, making it a cost-effective option for large median areas.

Accessibility: DG can provide a stable surface for maintenance activities such as weed control, irrigation system repairs, and other routine maintenance tasks.

California Gold Decomposed Granite

Available at:
SiteOne Landscape Supply
3017 Kashiwa Street
Torrance, CA 90505

STAMPED CONCRETE

Stamped concrete, also known as textured or imprinted concrete, is a versatile material that can be used in medians as part of a streetscape plan to enhance both the aesthetic and functional aspects of the urban landscape. Patterned (or stamped) concrete is standard concrete pavement that is colored and/or stained and imprinted with a pattern prior to curing.

Benefits of Using Stamped Concrete:

Aesthetic Versatility: Stamped concrete can be designed to mimic the look of various materials such as brick, stone, tile, wood, and cobblestone, offering a high degree of aesthetic versatility. This allows for creative designs that can complement the surrounding architecture and landscape.

Durability: Concrete is a durable material that can withstand heavy traffic and harsh weather conditions, making it suitable for use in medians that experience high pedestrian or vehicular traffic.

Low Maintenance: Once installed, stamped concrete requires minimal maintenance. It does not need to be sealed as frequently as natural stone or pavers, and it is generally resistant to cracking and fading.

Cost-Effectiveness: Compared to natural stone or pavers, stamped concrete can be a more cost-effective option, especially for large areas, as it is quicker to install and requires less labor.

Customization: The coloring, patterns, and textures of stamped concrete can be customized to fit the desired theme or style of the streetscape, providing a unique and personalized look.

Stamp Pattern Selection: The Random Stone Pattern was selected to provide cohesion with several of the existing median designs as well as pay homage to the grinding stones, mortars and cobbles which have been found in the City of Carson. Among the historical artifacts that bear witness to the area's pre-colonial past are the Suangna tribe's village sites. The mortar and cobbles, which are essentially rock formations used for grinding acorns and other seeds, are scattered throughout the area, serving as silent sentinels of a time when the land was intimately tied to the daily sustenance and survival of its original inhabitants. The preservation and recognition of these sites within the City of Carson are crucial for maintaining the continuity of the area's historical narrative, offering a glimpse into the life of the Suangna tribe and their deep connection to the land that is now Carson. Natural rock coloring for the stamped concrete would be used to enhance this symbolism as well as add a natural-looking element to the urban streetscapes.

STAMPED CONCRETE

Scenarios When Stamped Concrete Should Be Used:

High Traffic Areas: In urban areas where medians are frequently used as pedestrian crossings or waiting areas, stamped concrete can be a low-maintenance solution that can withstand heavy foot traffic without deteriorating.

Limited Access for Maintenance: If the median is difficult to access for regular maintenance due to its location or design, stamped concrete can be a good option as it requires minimal upkeep.

Water Scarcity: In regions experiencing water shortages or drought conditions, stamped concrete can be a water-conserving alternative to natural grass, which requires regular watering to stay green and healthy.

Pattern Selection: The City of Carson currently uses a Random Stone pattern on several stamped concrete median accents and maintenance bands throughout the City. Selection of final pattern stamp should provide cohesion between existing stamped concrete and new.

Random Stone by Brickform
FM-700S-PRO

Available at:
Thompson Building Materials
2400 East Pacific Coast Highway
Lomita, CA 90717

3 | LAND USE CHARACTERIZATION

CIVIC - LAND USE CHARACTERIZATIONS

Designing the City of Carson's Civic zone streetscape medians presents an opportunity to introduce and announce the City's branding and identity to the community and visitors. Introducing design elements into the medians which convey the City's slogan of "Future Unlimited" by creating a modern and futuristic blend of lighting, vegetation and hardscape materials.

The Civic zone presents opportunities for public art to be introduced to the medians as well as new lighting elements such as Palm Tree Light Collars. The Civic zone was designed to showcase the vibrant and diverse population that makes up the City of Carson by layering a variety of textures and colors into the planting materials.

CIVIC - EXISTING MEDIAN CONDITIONS

CIVIC - RENDERED MEDIAN DESIGN

COMMERCIAL LAND USE CHARACTERIZATIONS

Designing a vibrant commercial zone streetscape median in the City of Carson involves creating a space that not only enhances the aesthetic appeal of the area but also promotes safety, accessibility, and community engagement. The median should feature a harmonious blend of durable materials, such as stamped concrete and decorative maintenance bands, complemented by lush and colorful landscaping with water wise and native plants that require minimal maintenance.

Strategic placement of public art installations and City branding can transform the median into a welcoming public space, encouraging pedestrians to pause and enjoy the surroundings. Additionally, integrating sustainable practices, such as using permeable surfaces to manage stormwater runoff, will contribute to the environmental health of the commercial zone. By thoughtfully combining these elements, the streetscape median can become a focal point of the community, fostering a sense of pride and connection among residents and visitors alike.

COMMERCIAL - EXISTING MEDIAN CONDITIONS

COMMERCIAL - RENDERED MEDIAN DESIGN

INDUSTRIAL LAND USE CHARACTERIZATIONS

Designing a safe industrial zone streetscape median in the City of Carson requires a focus on functionality, durability, and safety, while also considering the aesthetic enhancement of the area. The median should be constructed with robust materials that can withstand heavy traffic and industrial activities, such as reinforced concrete and metal barriers where necessary.

Landscaping should be minimal and low-maintenance, utilizing hardy plants that can thrive in the industrial environment. Strategic placement of lighting, including LED fixtures that provide ample illumination without glare, will improve visibility during nighttime hours and reduce the risk of accidents. By prioritizing safety and functionality, the streetscape median can serve as an effective barrier that separates traffic flows, while also contributing to a more organized and visually appealing industrial area.

INDUSTRIAL - EXISTING MEDIAN CONDITIONS

INDUSTRIAL - RENDERED MEDIAN DESIGN

RESIDENTIAL LAND USE CHARACTERIZATIONS

Designing a safe and beautiful residential zone streetscape median in the City of Carson involves creating a harmonious blend of aesthetic appeal and safety features that enhance the neighborhood's livability. The median should feature wide, well-defined planter areas lined with decorative random stone stamped concrete and edged with low-maintenance shrubs and flowering plants, providing a pleasant and inviting environment for residents to enjoy.

Incorporating elements like public art installations or historical markers can add a sense of place and community pride. By thoughtfully combining these elements, the streetscape median can serve as a beautiful place that enriches the residential experience in the City of Carson.

RESIDENTIAL - EXISTING MEDIAN CONDITIONS

RESIDENTIAL - RENDERED MEDIAN DESIGN

Report to Honorable Mayor and City Council

Tuesday, July 1, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 2 TO FCG CONSULTANTS INC AGREEMENT TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

In 2023, the initial contract with the Construction Management firm, FCG Consultants Inc., was established based on estimated needs at that time. However, due to limited definition of specific projects during the initial solicitation, the total scope was not fully determined. Since then, the construction projects that the Construction Management firm is managing have been further defined, highlighting a need for additional funding to ensure comprehensive oversight and project quality, and a need to enter into an amendment to the contract to incorporate the same.

Staff requests amending the agreement with FCG Consultants Inc. increasing the contract sum by $255,000.00 for a total contract sum of $1,137,635.00.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 2 with FCG Consultants Inc. for Construction Management Construction Inspection services increasing the contract sum by $255,000.00 for a total contract sum of $1,137,635.00.
2. AUTHORIZE the Mayor to execute contract Amendment No. 2 with FCG Consultants Inc. following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the above recommendations.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the Law.

IV. BACKGROUND

The Public Works Department is responsible for the implementation of the Capital Improvement Program (CIP) through design and construction. The five-year CIP mostly consists of several improvements to the City's bikeways, building facilities, parks, roadway infrastructure and stormwater systems. The complexity and number of projects listed on the City's CIP have increased as compared to the previously approved 5-year CIP plans. Given the higher demand for CIP projects, there is an increased need for on-call consultants to assist with the management of projects.

In July 2023, staff issued a Request for Proposals (RFP) for on-call firms to provide Construction Management and Construction Inspection (CMCI) services. On November 18, 2023, the City Council awarded a contract to FCG Consultants Inc. for a not to exceed amount of $482,635.00, and effective until June 30, 2026 (Exhibit No. 1). During the initial process with CMCI firm in 2023, staff outlined a provisional scope of work valued at $286,520.00 valid through FY 24/25, and scope of work valued at $196,115.00 valid through FY 25/26 for a total of $482,635.00 valid until June 30, 2026 anticipating that the CMCI firms would support construction projects expected but not yet fully scoped or scheduled. As these projects have since been further developed, it has become clear that the CMCI firms' services need to expand to accommodate the scope, complexity, and timelines of these more precisely defined projects. Since the initial engagement. FCG Consultants Inc. has been selected to oversee the construction of Mills Park, Anderson Park and Community Center Courtyard as well as inspection services of right of way permits. These projects and task orders, have a combined construction cost over $48 million, all of which are considered priority for the City's facility improvements.

In January 2025, Amendment No. 1 was brought to Council for approval, increasing the contract by $400,000.00 for a not-to-exceed contract total amount of $882,635.00 (Exhibit No. 2).

During the recent construction activities, multiple previously unknown utility lines and structures, both active and abandoned, were discovered at several job sites. These conflicts were not identified in the original site surveys or utility records and have significantly impacted the work schedule and required scope. The discovery of unknown utility line and structure conflicts necessitated additional investigation, redesign coordination, and the implementation of revised construction sequences to avoid service disruptions and ensure public safety. These changes required the construction management firm to:

- Provide extended on-site support beyond the original schedule;
- Coordinate additional utility locations and surveys;
- Manage change orders and negotiate contractor claims;
- Support the re-design and permitting efforts where alignment or routing had to be changed.

The firm had submitted a detailed cost proposal outlining the additional hours and resources expended to manage these issues. Staff has reviewed and verified the validity of the proposed additional scope and finds the requests reasonable and necessary for the continued management of the impacted projects.

The unforeseen utility and structures conflicts have introduced unavoidable challenges that require additional professional management to ensure timely and safe completion of the City's parks projects.

Now, staff is requesting an additional $255,000.00 for FCG Consultants Inc. Approval of amendment to the contract will allow both firms to continue oversight of accurate implementation of the project plans and specifications, adhering to construction schedules, compliance with City and safety regulations, inspection of construction quality, and coordination with various stakeholders to ensure timely project delivery.

Staff recommends amending the agreement with FCG Consultants Inc. increasing the contract sum by $255,000.00 for a total contract sum of $1,137,635.00 (Exhibit No. 3) to support the continued services.

V. FISCAL IMPACT

If the proposed amendment is approved, the FCG Consultants Inc. contract will be increased by an additional $255,000.00 for a new total not-to-exceed contract amount of $1,137,635.00.

The contract amendment will utilize funds allocated in the adopted FY 25/26 budget using engineering professional services account 101-80-820-100-6004.

VI. EXHIBITS

1. FCG Consultants Inc. Original Contract
2. FCG Consultants Inc. Contract Amendment No. 1

3. FCG Consultants Inc. Contract Amendment No. 2

Attachments

Exhibit No.1 FCG Consultants Inc. Original Contract.pdf
Exhibit No. 2 FCG Consultants Inc. Contract Amendment No. 1.pdf
Exhibit No. 3 FCG Consultants Inc. Amendment No. 2.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

FCG CONSULTANTS INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
FCG CONSULTANTS INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 22nd day of January, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and FCG CONSULTANTS INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Eighty Two Thousand Six Hundred Thirty Five Dollars and Zero Cents (**$482,635.00**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C."

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Maha Alfakhouri	President/CEO
(Name)	(Title)

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Raymond Velasco, P.E., Public Works Operations Manager, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials mab AF

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

FCG CONSULTANTS INC.,
a California corporation

By: _____
Name: Maha S. ALFahhoori
Title: President / CEO

By: _____
Name: Abdallah Fakhouri
Title: Secretary
Address: 22885 Savi Ranch Pkwy, Suite G
Yorba Linda, California 92887

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

FCG CONSULTANTS INC.,
a California corporation

By: _____
Name: Maha S. ALfahhoori
Title: President / CEO

By: _____
Name: Abdallah Fakhouri
Title: Secretary
Address: 22885 Savi Ranch Pkwy, Suite G
Yorba Linda, California 92887

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF ~~LOS ANGELES~~ ORANGE

On 11/21, 2023 before me, NARENDRA V. NARAN, NOTARY PUBLIC, MAHA S. ALFAKHOURI, personally appeared ABDULLAH ALFAKHOURI, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

NARENDRA V. NARAN
Notary Public - California
Orange County
Commission # 2328752
My Comm. Expires May 18, 2024

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☑ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

CONSTRUCTION MANAGEMENT SERVICES:

General construction management services may include, but not be limited to:

1. Coordinating and conducting Pre-Construction meetings.
2. Preparation and distribution of meeting minutes.
3. Quality assurance and quality control.
4. Administration and management of construction contracts.
5. Ensure construction efforts are completed per approved plans, on-schedule, and on-budget.
6. Ensure that local and state inspections have been completed as necessary.
7. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's updates and revisions as may be required to reflect actual progress of work.
8. Provide construction schedule and budget updates to City's Contract Officer.
9. Schedule and conduct progress meetings to discuss contract issues, procedures, progress, problems, Construction Change Orders (CCO), submittals, requests for information (RFIs), deficiencies and schedules.
10. Process, review and approve contractor's submittals for City staff. Process and review project design consultant's submittals and provide recommendation to the City.
11. Process, review and track RFIs, submittals, shop drawings, proposed change orders and revisions, and provide recommendation to the City.
12. Review, evaluate and recommend approval for proposed CCOs. Review estimates for reasonableness and cost effectiveness and render recommendations to City. Administrate contracts, process CCOs (provide merit determination, quantification of cost and schedule impacts, render recommendations), review pay requests for accuracy.
13. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
14. Review contractor submittals for extra or unforeseen work. Review potential CCO for accuracy and provide recommendation(s) to the City's Construction Management and Inspection Services Project Manager for proper course of action and processing of CCOs.
15. Assist City in coordinating services of other consultants (design, geotechnical, National

Pollutant Discharge Elimination System (NPDES), materials testing, inspection, special laboratory testing, etc.) that may be hired or selected for the project.

16. Coordinate with project designer the contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
17. Coordinate construction activities with City's Public Works Maintenance Department.
18. Coordinate and oversee public notifications and public inquiries.
19. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
20. Track quantities of work completed for progress payment(s). Develop and implement procedures for review and processing of progress payment applications. Assist the City with review(s) and certification for payment(s).
21. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
22. Provide a recovery plan and/or work-around schedule as necessary to mitigate any project impacts.
23. Confirm delivery and storage of all materials, supplies, and equipment.
24. Provide recommendation and assistance to the City and the Design/Engineering Team in resolving any dispute(s) arising from the performance of the contractor and sub-contractors.
25. Ensure that the Prime/General Contractor has an appropriate safety program in place.
26. Recommend the accrual and assessment of Liquidated Damages as necessary.
27. City's Construction Manager shall manage and coordinate with contractor the project Substantial Completion Punchlist.
28. Provide a Construction Project Close-Out Report with all construction-related project documents.

<u>INSPECTION SERVICES (as part of Construction Management Services):</u>

General construction management inspection services may include, but not be limited to:

1. Become familiar with construction documents, traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph and log a pre-work video documenting existing conditions prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.

4. Interpret plans, specifications and regulations and ensure that contractors and sub-contractors are following their contracts, and any Federal, State, or local regulations in effect at time work is performed.

5. Inspect construction activities to ensure projects are constructed in accordance with the approved construction documents (including, but not limited to plans, specifications, as-built drawings, reports, etc.).

6. Document in writing and notify construction contractors about non-compliance; and direct Contractor in writing to correct non-compliance items as soon as they are discovered. Maintain a status log of all Non-Compliant items discovered and identified during the performance of this project.

7. Prepare and maintain daily Inspection Reports showing site and weather conditions; traffic control measures taken by contractors; labor (record headcount of prime contractor and subcontractors/vendors), equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily Inspection Reports shall be submitted to City upon project completion.

8. Review and maintain record of construction progress on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.

9. Provide accurate measurements of work completed by contractors in accordance with contract documents.

10. Review soil compaction and materials testing certifications of compliance (COC).

11. Coordinate with materials testing firms regarding quality of work completed.

12. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported to the City, and Consultant shall direct contractor to take correction measures to achieve compliance.

13. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.

14. Coordinate with contractor access to adjacent businesses/residents during construction.

15. Provide inspection of traffic control, channelization, and all other traffic-related work.

16. Observe construction safety, public safety and convenience, and report discovered problems to City.

17. Monitor compliance with the City's NPDES permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.

18. Monitor compliance with City's Construction Demolition and Recycling Ordinance,

including State requirements for organic waste diversion.

19. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
20. Coordinate preparation and submittal of "As-Built" plans to City upon project completion.
21. Prepare and issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
22. Evaluate completion of work and recommend to City when work is ready for final inspection.
23. Conduct final inspection/walk-through with City staff.
24. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.

CONSTRUCTION MATERIAL TESTING (as part of Construction Management Services):

General construction management materials testing services may include, but not be limited to:

1. Review, recommend and implement testing lab studies and reports.
2. Collect concrete samples and test their strength.
3. Provide soil testing services.
4. Check subgrade compaction for concrete and asphalt construction.
5. Perform tests for sieve analysis, sand equivalent and cleanness, as needed.
6. Perform plant inspection at facilities supplying concrete and hot mix asphalt.
7. Provide summary report of testing results.
8. Verify that sampling and testing procedures are being performed properly.
9. Verify certifications of samplers and testers.
10. Perform split sample tests as necessary.
11. Maintain witness test records.
12. Verify that all testing equipment used for acceptance testing is in good condition and properly calibrated.
13. Verify that all plant inspections are being performed correctly by qualified testers.
14. Provide summary report of quality assurance results.

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders, as follows:

When the City requests proposals from on-call consultants (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

IV. In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:

A. Meeting minutes

B. Construction schedule and budget updates

C. Construction Project Close-Out Report

D. Inspection reports

E. Accurate measurements of work completed

F. Summary report of test results

G. Summary report of quality assurance results

V. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VI. Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:

A. A.B. Fakhouri, PE, Project Manager, Resident Engineer, Construction Manager

B. Fabian Aoun, PE, Project Manager, Resident Engineer, Construction Manager

C. Ray H. Fakhoury, PE, Project Manager, Construction Manager

D. Michael St. Jacques, PE, Project Manager, Resident Engineer, Structures Rep, Construction Manager, Building Inspector

E. Mohamed Taleb, PE, Project Manager, Structures Rep, Building Inspector

F. William Viets, PE, Project Manager, Resident Engineer, Construction Manager

G. Hussam Ankir, PE, Structures Rep

H. Kal Lambaz, Construction Manager

I. Anthony Moussa, Construction Manager, Construction Inspector, Electrical Inspector

J. Don Lewis, Construction Inspector

K. Mark Korando, Construction Inspector, Electrical Inspector, Permit Inspector

L. Talal Alfakhouri, Construction Inspector, SWPPP

M. Casey Morales, Construction Inspector, Electrical Inspector, Permit Inspector

N. Bill Fernandez, Construction Inspector, Building Inspector, Permit Inspector, SWPPP

O. Joe Ruzicka, Construction Inspector

P. Tyler Haddadin, Construction Inspector, SWPPP

Q. Mamon Subeh, Construction Inspector, Building Inspector

R. Moji Shahkarami, Construction Inspector

S. Walid Naouchi, Construction Inspector

T. David Alcala, Construction Inspector, Permit Inspector

U. Jim Greenfield, Construction Inspector

V. Majed Moussa, Construction Inspector, Office Engineers/Labor Compliance

W. Shanton Rangi, Construction Inspector, Building Inspector

X. James Bonelli, Construction Inspector, Building Inspector, SWPPP

Y. Leon Fuentes, Electrical Inspector

Z. Kelvin Nguyen, Electrical Inspector

AA. Timmy To, Electrical Inspector

BB. Bo Fuentes, Electrical Inspector

CC. Jose Carlos, Electrical Inspector

DD. Darren Hopper, Building Inspector

EE. Carey Brobeck, Building Inspector

FF. John Spath, Building Inspector

GG. Richard Shirley, Landscape Inspector

HH. Heber Villela, Welding Inspector

II. Jasmine Fakhour, Office Engineers/Labor Compliance

JJ. Samar Alfakhouri, Office Engineers/Labor Compliance

KK. Ladayu Consulting Group (LCG), Subconsultant

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

I. A new Section 1.10, "Compliance with Labor and Wage Laws," is hereby added to the Agreement, to read in its entirety as follows:

"1.10 Compliance with Labor and Wage Laws.

Certain portions of the Services may be subject to prevailing wages under the Labor Code and to the extent such is true, the below provisions will apply.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Consultant and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Consultant shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

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

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

(g) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

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

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be

required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor."

II. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services ***commencing January 1, 2024 and expiring June 30, 2026*** ~~but not exceeding one (1) years from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."***"

III. Section 4.5 (Prohibition Against Subcontracting or Assignment) of the Agreement is hereby amended to read in its entirety as follows:

"4.5 Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, ***with the exception of Ladayu Consulting Group which provides services within a multitude of disciplines,*** Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.**

The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$94,250.00
July 1, 2024 through June 30, 2025:	$192,270.00*
July 1, 2025 through June 30, 2026:	$196,115.00*
Total:	$482,635.00
July 1, 2026 through June 30, 2027:	$200,037.00 (extension period)*
July 1, 2027 through June 30, 2028:	$204,038 (extension period)*

*Amount reflects 2% increase from prior year.

II. **Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $482,635.00 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
BILLING RATES

COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)

City of Carson On-Call RFQ 23-002Q

Consultant or Subconsultant: FCG (Prime) Contract No. _____ Date: 8/7/2023

	FRINGE BENEFIT %	+	OVERHEAD %	+	GENERAL ADMINISTRATION %	=	COMBINED%
NORMAL		+		+		=	106.32%
OVERTIME		+		+		=	106.32%
			FEE %	10%			

BILLING INFORMATION — **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual hourly rate	% or $ increase	Hourly rate - for classifications only
Project Manager	$ 233.76	$ 350.64	$ 467.52	7/27/2023	12/31/2023	$ 103.00		
	$ 236.10	$ 354.15	$ 472.20	1/1/2024	12/31/2024	$ 104.03	1.00%	
	$ 238.46	$ 357.69	$ 476.92	1/1/2025	12/31/2025	$ 105.07	1.00%	
	$ 240.84	$ 361.27	$ 481.69	1/1/2026	12/31/2026	$ 106.12	1.00%	
Construction Manager / Resident Engineer	$ 233.76	$ 350.64	$ 467.52	7/27/2023	12/31/2023	$ 103.00		
	$ 236.10	$ 354.15	$ 472.20	1/1/2024	12/31/2024	$ 104.03	1.00%	
	$ 238.46	$ 357.69	$ 476.92	1/1/2025	12/31/2025	$ 105.07	1.00%	
	$ 240.84	$ 361.27	$ 481.69	1/1/2026	12/31/2026	$ 106.12	1.00%	
Structures Representative	$ 233.76	$ 350.64	$ 467.52	7/27/2023	12/31/2023	$ 103.00		
	$ 236.10	$ 354.15	$ 472.20	1/1/2024	12/31/2024	$ 104.03	1.00%	
	$ 238.46	$ 357.69	$ 476.92	1/1/2025	12/31/2025	$ 105.07	1.00%	
	$ 240.84	$ 361.27	$ 481.69	1/1/2026	12/31/2026	$ 106.12	1.00%	
Roadway Inspector	$ 147.52	$ 221.28	$ 295.04	7/27/2023	12/31/2023	$ 65.00		
	$ 148.99	$ 223.49	$ 297.99	1/1/2024	12/31/2024	$ 65.65	1.00%	
	$ 150.48	$ 225.73	$ 300.97	1/1/2025	12/31/2025	$ 66.31	1.00%	
	$ 151.99	$ 227.98	$ 303.98	1/1/2026	12/31/2026	$ 66.97	1.00%	
Structures Inspector	$ 147.52	$ 221.28	$ 295.04	7/27/2023	12/31/2023	$ 65.00		
	$ 148.99	$ 223.49	$ 297.99	1/1/2024	12/31/2024	$ 65.65	1.00%	
	$ 150.48	$ 225.73	$ 300.97	1/1/2025	12/31/2025	$ 66.31	1.00%	
	$ 151.99	$ 227.98	$ 303.98	1/1/2026	12/31/2026	$ 66.97	1.00%	
Facilities Inspector	$ 147.52	$ 221.28	$ 295.04	7/27/2023	12/31/2023	$ 65.00		
	$ 148.99	$ 223.49	$ 297.99	1/1/2024	12/31/2024	$ 65.65	1.00%	
	$ 150.48	$ 225.73	$ 300.97	1/1/2025	12/31/2025	$ 66.31	1.00%	
	$ 151.99	$ 227.98	$ 303.98	1/1/2026	12/31/2026	$ 66.97	1.00%	
Permit Inspector	$ 147.52	$ 221.28	$ 295.04	7/27/2023	12/31/2023	$ 65.00		
	$ 148.99	$ 223.49	$ 297.99	1/1/2024	12/31/2024	$ 65.65	1.00%	
	$ 150.48	$ 225.73	$ 300.97	1/1/2025	12/31/2025	$ 66.31	1.00%	
	$ 151.99	$ 227.98	$ 303.98	1/1/2026	12/31/2026	$ 66.97	1.00%	
Electrical Inspector	$ 147.52	$ 221.28	$ 295.04	7/27/2023	12/31/2023	$ 65.00		
	$ 148.99	$ 223.49	$ 297.99	1/1/2024	12/31/2024	$ 65.65	1.00%	
	$ 150.48	$ 225.73	$ 300.97	1/1/2025	12/31/2025	$ 66.31	1.00%	
	$ 151.99	$ 227.98	$ 303.98	1/1/2026	12/31/2026	$ 66.97	1.00%	
SWPPP Inspector	$ 147.52	$ 221.28	$ 295.04	7/27/2023	12/31/2023	$ 65.00		
	$ 148.99	$ 223.49	$ 297.99	1/1/2024	12/31/2024	$ 65.65	1.00%	
	$ 150.48	$ 225.73	$ 300.97	1/1/2025	12/31/2025	$ 66.31	1.00%	
	$ 151.99	$ 227.98	$ 303.98	1/1/2026	12/31/2026	$ 66.97	1.00%	
Mechanical Inspector	$ 147.52	$ 221.28	$ 295.04	7/27/2023	12/31/2023	$ 65.00		
	$ 148.99	$ 223.49	$ 297.99	1/1/2024	12/31/2024	$ 65.65	1.00%	
	$ 150.48	$ 225.73	$ 300.97	1/1/2025	12/31/2025	$ 66.31	1.00%	
	$ 151.99	$ 227.98	$ 303.98	1/1/2026	12/31/2026	$ 66.97	1.00%	
Public Outreach	$ 99.86	$ 149.79	$ 199.72	7/27/2023	12/31/2023	$ 44.00		
	$ 100.86	$ 151.29	$ 201.71	1/1/2024	12/31/2024	$ 44.44	1.00%	
	$ 101.87	$ 152.80	$ 203.73	1/1/2025	12/31/2025	$ 44.88	1.00%	
	$ 102.88	$ 154.33	$ 205.77	1/1/2026	12/31/2026	$ 45.33	1.00%	
Office Engineer	$ 99.86	$ 149.79	$ 199.72	6/13/2023	12/31/2023	$ 44.00		
	$ 100.86	$ 151.29	$ 201.71	1/1/2024	12/31/2024	$ 44.44	1.00%	
	$ 101.87	$ 152.80	$ 203.73	1/1/2025	12/31/2025	$ 44.88	1.00%	
	$ 102.88	$ 154.33	$ 205.77	1/1/2026	12/31/2026	$ 45.33	1.00%	
Scheduler	$ 181.56	$ 272.34	$ 363.12	6/13/2023	12/31/2023	$ 80.00		
	$ 183.38	$ 275.07	$ 366.75	1/1/2024	12/31/2024	$ 80.80	1.00%	
	$ 185.21	$ 277.82	$ 370.42	1/1/2025	12/31/2025	$ 81.61	1.00%	
	$ 187.06	$ 280.59	$ 374.13	1/1/2026	12/31/2026	$ 82.42	1.00%	

1. Names and classifications of consultant (key staff) team members listed.
2. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee).
3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.
4. Agreed upon billing rates valid through June 30, but are adjustable per the terms of the RFP when requested in writing 60 days prior to June 30th each year and will be considered with adequate justification for pricing escalations.

Note: Denote all employees subject to prevailing wage with an asterisks (*)

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services on an on-call basis as set forth in Exhibit "A."**

II. **If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be completed timely in accordance with the approved Task Proposal and by the Task Completion Date.**

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") by and between the CITY OF CARSON, a California municipal corporation ("City") and FCG CONSULTANTS INC., a California corporation ("Consultant"), is effective as of the 21st day of January, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2024 ("Agreement"), whereby Consultant agreed to provide City construction management and inspection services on an on-call basis for a two and one-half year term commencing January 1, 2024 and expiring June 30, 2026, for $482,635.00, with two additional options to extend by one year each.

B. Since commencement of the Term, Consultant has been selected and tasked to oversee the construction of Anderson Park and Community Center Courtyard as well as provide inspection services for right of way permits ("Additional Services"), and as such, an additional $400,000.00 needs to be allocated to this Agreement to allow Consultant to perform such services through June 30, 2025.

C. The Parties now desire to amend the Agreement to specifically prescribe the Additional Services for an additional $400,000.00, thereby increasing the Contract Sum from $482,635.00 to $882,635.00, for that purpose.

D. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

E. The Additional Services qualify as a change order because they concern a change to the scope of work and price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement. It is a change to the scope of work because it is not included in the Scope of Services and it is borne out of the original Scope of Services because the nature of services is similar to the original scope except the description contains more specificity, and at the time the Parties entered into the Agreement the Additional Services were reasonably unforeseeable.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text in ~~strikethrough font~~).

A. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Eight Hundred Eighty-Two Thousand, Six Hundred Thirty-Five Dollars and Zero Cents ($882,635.00)*** ~~Four Hundred Eighty Two Thousand Six Hundred Thirty Five Dollars and Zero Cents ($482,635.00)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C.""

B. Exhibit A (Scope of Services) is hereby amended to read in its entirety as follows:

See attached.

C. Exhibit C (Schedule of Compensation) is hereby amended to read in its entirety as follows:

See attached.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement. Each party represents and warrants to the other that the Agreement, as amended by this Amendment No. 1, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[vas; rjl]

CONSULTANT:

FCG CONSULTANTS INC.,
a California corporation

By: _____
Name: Maha Alfakhouri
Title: President / CEO

By: _____
Name: Abdallah Fakhouri
Title: Secretary

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis, *including but not limited to, oversight of construction of Anderson Park and Community Center Courtyard as well as inspection services of right of way permits*:

CONSTRUCTION MANAGEMENT SERVICES:

General construction management services may include, but not be limited to:

1. Coordinating and conducting Pre-Construction meetings.
2. Preparation and distribution of meeting minutes.
3. Quality assurance and quality control.
4. Administration and management of construction contracts.
5. Ensure construction efforts are completed per approved plans, on-schedule, and on-budget.
6. Ensure that local and state inspections have been completed as necessary.
7. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's updates and revisions as may be required to reflect actual progress of work.
8. Provide construction schedule and budget updates to City's Contract Officer.
9. Schedule and conduct progress meetings to discuss contract issues, procedures, progress, problems, Construction Change Orders (CCO), submittals, requests for information (RFIs), deficiencies and schedules.
10. Process, review and approve contractor's submittals for City staff. Process and review project design consultant's submittals and provide recommendation to the City.
11. Process, review and track RFIs, submittals, shop drawings, proposed change orders and revisions, and provide recommendation to the City.
12. Review, evaluate and recommend approval for proposed CCOs. Review estimates for reasonableness and cost effectiveness and render recommendations to City. Administrate contracts, process CCOs (provide merit determination, quantification of cost and schedule impacts, render recommendations), review pay requests for accuracy.
13. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
14. Review contractor submittals for extra or unforeseen work. Review potential CCO for accuracy and provide recommendation(s) to the City's Construction Management and Inspection Services Project Manager for proper course of action and processing of CCOs.
15. Assist City in coordinating services of other consultants (design, geotechnical, National

Pollutant Discharge Elimination System (NPDES), materials testing, inspection, special laboratory testing, etc.) that may be hired or selected for the project.

16. Coordinate with project designer the contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
17. Coordinate construction activities with City's Public Works Maintenance Department.
18. Coordinate and oversee public notifications and public inquiries.
19. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
20. Track quantities of work completed for progress payment(s). Develop and implement procedures for review and processing of progress payment applications. Assist the City with review(s) and certification for payment(s).
21. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
22. Provide a recovery plan and/or work-around schedule as necessary to mitigate any project impacts.
23. Confirm delivery and storage of all materials, supplies, and equipment.
24. Provide recommendation and assistance to the City and the Design/Engineering Team in resolving any dispute(s) arising from the performance of the contractor and sub-contractors.
25. Ensure that the Prime/General Contractor has an appropriate safety program in place.
26. Recommend the accrual and assessment of Liquidated Damages as necessary.
27. City's Construction Manager shall manage and coordinate with contractor the project Substantial Completion Punchlist.
28. Provide a Construction Project Close-Out Report with all construction-related project documents.

<u>INSPECTION SERVICES (as part of Construction Management Services):</u>

General construction management inspection services may include, but not be limited to:

1. Become familiar with construction documents, traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph and log a pre-work video documenting existing conditions prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.

4. Interpret plans, specifications and regulations and ensure that contractors and sub-contractors are following their contracts, and any Federal, State, or local regulations in effect at time work is performed.

5. Inspect construction activities to ensure projects are constructed in accordance with the approved construction documents (including, but not limited to plans, specifications, as-built drawings, reports, etc.).

6. Document in writing and notify construction contractors about non-compliance; and direct Contractor in writing to correct non-compliance items as soon as they are discovered. Maintain a status log of all Non-Compliant items discovered and identified during the performance of this project.

7. Prepare and maintain daily Inspection Reports showing site and weather conditions; traffic control measures taken by contractors; labor (record headcount of prime contractor and subcontractors/vendors), equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily Inspection Reports shall be submitted to City upon project completion.

8. Review and maintain record of construction progress on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.

9. Provide accurate measurements of work completed by contractors in accordance with contract documents.

10. Review soil compaction and materials testing certifications of compliance (COC).

11. Coordinate with materials testing firms regarding quality of work completed.

12. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported to the City, and Consultant shall direct contractor to take correction measures to achieve compliance.

13. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.

14. Coordinate with contractor access to adjacent businesses/residents during construction.

15. Provide inspection of traffic control, channelization, and all other traffic-related work.

16. Observe construction safety, public safety and convenience, and report discovered problems to City.

17. Monitor compliance with the City's NPDES permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.

18. Monitor compliance with City's Construction Demolition and Recycling Ordinance,

including State requirements for organic waste diversion.

19. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
20. Coordinate preparation and submittal of "As-Built" plans to City upon project completion.
21. Prepare and issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
22. Evaluate completion of work and recommend to City when work is ready for final inspection.
23. Conduct final inspection/walk-through with City staff.
24. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.

CONSTRUCTION MATERIAL TESTING (as part of Construction Management Services):

General construction management materials testing services may include, but not be limited to:

1. Review, recommend and implement testing lab studies and reports.
2. Collect concrete samples and test their strength.
3. Provide soil testing services.
4. Check subgrade compaction for concrete and asphalt construction.
5. Perform tests for sieve analysis, sand equivalent and cleanness, as needed.
6. Perform plant inspection at facilities supplying concrete and hot mix asphalt.
7. Provide summary report of testing results.
8. Verify that sampling and testing procedures are being performed properly.
9. Verify certifications of samplers and testers.
10. Perform split sample tests as necessary.
11. Maintain witness test records.
12. Verify that all testing equipment used for acceptance testing is in good condition and properly calibrated.
13. Verify that all plant inspections are being performed correctly by qualified testers.
14. Provide summary report of quality assurance results.

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders, as follows:

When the City requests proposals from on-call consultants (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

IV. In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:

A. Meeting minutes

B. Construction schedule and budget updates

C. Construction Project Close-Out Report

D. Inspection reports

E. Accurate measurements of work completed

F. Summary report of test results

G. Summary report of quality assurance results

V. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VI. Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:

A. A.B. Fakhouri, PE, Project Manager, Resident Engineer, Construction Manager

B. Fabian Aoun, PE, Project Manager, Resident Engineer, Construction Manager

C. Ray H. Fakhoury, PE, Project Manager, Construction Manager

D. Michael St. Jacques, PE, Project Manager, Resident Engineer, Structures Rep, Construction Manager, Building Inspector

E. Mohamed Taleb, PE, Project Manager, Structures Rep, Building Inspector

F. William Viets, PE, Project Manager, Resident Engineer, Construction Manager

G. Hussam Ankir, PE, Structures Rep

H. Kal Lambaz, Construction Manager

I. Anthony Moussa, Construction Manager, Construction Inspector, Electrical Inspector

J. Don Lewis, Construction Inspector

K. Mark Korando, Construction Inspector, Electrical Inspector, Permit Inspector

L. Talal Alfakhouri, Construction Inspector, SWPPP

M. Casey Morales, Construction Inspector, Electrical Inspector, Permit Inspector

N. Bill Fernandez, Construction Inspector, Building Inspector, Permit Inspector, SWPPP

O. Joe Ruzicka, Construction Inspector

P. Tyler Haddadin, Construction Inspector, SWPPP

Q. Mamon Subeh, Construction Inspector, Building Inspector

R. Moji Shahkarami, Construction Inspector

S. Walid Naouchi, Construction Inspector

T. David Alcala, Construction Inspector, Permit Inspector

U. Jim Greenfield, Construction Inspector

V. Majed Moussa, Construction Inspector, Office Engineers/Labor Compliance

W. Shanton Rangi, Construction Inspector, Building Inspector

X. James Bonelli, Construction Inspector, Building Inspector, SWPPP

Y. Leon Fuentes, Electrical Inspector

Z. Kelvin Nguyen, Electrical Inspector

AA. Timmy To, Electrical Inspector

BB. Bo Fuentes, Electrical Inspector

CC. Jose Carlos, Electrical Inspector

DD. Darren Hopper, Building Inspector

EE. Carey Brobeck, Building Inspector

FF. John Spath, Building Inspector

GG. Richard Shirley, Landscape Inspector

HH. Heber Villela, Welding Inspector

II. Jasmine Fakhour, Office Engineers/Labor Compliance

JJ. Samar Alfakhouri, Office Engineers/Labor Compliance

KK. Ladayu Consulting Group (LCG), Subconsultant

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.**

The not to exceed compensation amounts are as follows:

July 1, 2024 through June 30, 2025 - $94,250.00

July 1, 2025 through June 30, 2026 – ~~$192,270.00*~~ ***$592,270.00***

July 1, 2026 through June 30, 2027 – $196,115.00*

Total: ~~$482,635.00~~ ***$882,635.00***

July 1, 2027 through June 30, 2028 – $200,037.00 (extension period)*

July 1, 2028 through June 30, 2029 – $204,038 (extension period)*

~~*Amount reflects 2% increase from prior year.~~

II. **Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. **The total compensation for the Services shall not exceed ~~$482,635.00~~*$882,635.00* as provided in Section 2.1 of this Agreement.**

V. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and FCG CONSULTANTS INC., a California corporation ("Consultant"), is effective as of the 1st day of July, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2024 ("Agreement"), whereby Consultant agreed to provide City construction management and inspection services on an on-call basis for a two and one-half year term commencing January 1, 2024 and expiring June 30, 2026, for $482,635.00, with two additional options to extend by one year each.

B. Since commencement of the Term, Consultant has been selected and tasked to oversee the construction of Anderson Park and Community Center Courtyard as well as provide inspection services for right of way permits ("Additional Services"), and as such, an additional $400,000.00 was allocated to this Agreement to allow Consultant to perform such services through June 30, 2025.

C. The Parties entered into an amendment to the Agreement dated January 21, 2025 ("Amendment No. 1") to specifically prescribe the Additional Services for an additional $400,000, thereby increasing the Contract Sum from $482,635.00 to $882,635.00, for that purpose.

D. The Parties now wish to amend the Agreement to increase the contract amount by $255,000, raising the total Contract Sum from $882,635.00 to $1,137,635.00, to cover the additional cost of services. These services include continued oversight of the project's implementation in accordance with approved plans and specifications, adherence to construction schedules, compliance with City and safety regulations, inspection of construction quality, and coordination with stakeholders to ensure timely delivery.

E. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

F. This Amendment No. 2 qualifies as a change order because it concerns a change to the price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text in strikethrough font).

A. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Million One Hundred Thirty-Seven Thousand, Six Hundred Thirty-Five Dollars and Zero Cents ($1,137,635.00)*** ~~Eight Hundred Eighty-Two Thousand, Six Hundred Thirty-Five Dollars and Zero Cents ($882,635.00)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C.""

B. Exhibit C (Schedule of Compensation) is hereby amended to read in its entirety as follows:

See attached.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement and Amendment No. 1 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 and Amendment No. 1 to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[vas;rjl]

CONSULTANT:

FCG CONSULTANTS INC.,
a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.

This is not to exceed compensation amounts are as follows:

July 1, 2024 through June 30, 2024 - $94,250.00

July 1, 2024 through June 30, 2025 – $592,270.00*

July 1, 2025 through June 30, 2026 – ~~$196,115.00~~ ***$451,115.00***

Total: ~~$882,635.00~~ ***$1,137,635.00***

July 1, 2026 through June 30, 2027 – $200,037.00 (extension period)

July 1, 2027 through June 30, 2028 – $204,038 (extension period)

II. Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed ~~$882,635.00~~ *$1,137,635.00* as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

Report to Honorable Mayor and City Council

Tuesday, July 1, 2025, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The Public Works Department is responsible for the implementation of the Capital Improvement Program (CIP) as well as the development and implementation of the Annual City-Wide Pavement Maintenance Program.

To enhance the capacity of the Public Works Department to deliver projects in a timely manner, staff solicited professional Construction Management services. At its November 2023 Council meeting, the City Council approved a contract with Z&K Consultants Inc. (Z&K): A 30-month Contract Services Agreement for Construction Management and Inspection Services for a not-to-exceed contract sum of $482,635.00.

Z&K has been an integral part of managing and implementing the City's Pavement Program. As phases 5,6, and 7 are nearing completion, and new phases are planned for the upcoming fiscal year, staff has determined the need for a cost amendment to the Z&K contract to ensure work remains uninterrupted and the City-wide Paving Program is completed in a timely manner.

Staff requests Council approve Amendment No.1 to the Construction Management and Inspection Services contract with Z&K, increasing the contract by $308,986 for a new total not-to-exceed contract sum of $791,621.00.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to the Contract Services Agreement with Z & K Consultants to provide on-call Construction Management & Inspection Professional Services increasing the contract sum by $308,986.00 for a total contract sum of $791,621.00.
2. AUTHORIZE the Mayor to execute Amendment No. 1 to agreement with Z & K Consultants to provide on-call Construction Management & Inspection Professional Services following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 1 to the Contract Services Agreement with Z&K Consultants to provide on-call Construction Management & Inspection Professional Services.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the Law.

IV. BACKGROUND

The City's 5-Year Capital Improvement Program (CIP) was approved by the City Council on June 18, 2024. Construction contracts for the City's multi-year city-wide pavement maintenance program were also approved in 2024. It is anticipated that the complexity and number of projects listed on the City's CIP over the next five years will increase as compared to the previously approved 5-year CIP plans. Additionally, the city-wide pavement program will continue its annual phases in efforts to improve the conditions of residential streets citywide. Given the higher demand for CIP projects and maintenance programs, there is an increased need for on-call consultants to assist with the management of projects.

The Public Works Department released Request for Qualifications (RFQ 23-001Q) to engage on-call construction management and inspection consulting firms and on-call project management consulting firms to provide professional services for various City capital projects and city-wide maintenance programs.

Z&K Consultants Inc. was one of the several firms awarded construction management. Since their award, Z&K has assisted with management services for several City projects including the Emergency Operations Center project and the city-wide pavement maintenance program.

Given that phases 5,6, and 7 of the city-wide pavement program are underway, with more phases planned for next fiscal year, and multiple public works projects are anticipated to be added to the future CIP list, the enhanced services of Z&K are necessary.

Staff requests Council approve Amendment No.1 to the Construction Management and Inspection Services contract with Z&K, increasing the contract by $308,986 for a new total not-to-exceed contract sum of $791,621.00.

V. FISCAL IMPACT

If the proposed Amendment No. 1 is approved, the Z&K Contract Services Agreement for Construction Management & Inspection Professional Services. will be increased by an additional $308,986 for a new total not-to-exceed contract amount of $791,621.

Of the requested funds, $87,066 will be charged against fiscal year (FY) 24/25. These funds are available within the adopted FY 24/25 budget in account 101-99-999-904-6004. The remaining funds are allocated in the adopted FY 25/26 budget within Engineering Professional Services account 101-80-820-100-6004.

VI. EXHIBITS

1. Z&K Original Construction Management and Inspection Contract
2. Z&K Amendment 1

Attachments

Exhibit 1 - Z&K Original Construction Management and Inspection Contract.pdf

Exhibit 2. Z&K Amendment No. 1.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

Z & K CONSULTANTS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
Z & K CONSULTANTS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of January, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and Z & K CONSULTANTS, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Eighty Two Thousand Six Hundred Thirty Five Dollars and Zero Cents (**$482,635.00**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C."

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Crystal Fraire, PE, QSD/P	Principal-in-Charge
(Name)	(Title)

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Raymond Velasco, P.E., Public Works Operations Manager, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

Z & K CONSULTANTS, INC.
a California corporation

By: _____
Name: CRYSTAL FAQIH
Title: PRESIDENT

By: _____
Name: JASMINE FAQIH
Title: SECRETARY
Address: 17130 Van Buren Blvd., Suite 122
Riverside, California 92504

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

Z & K CONSULTANTS, INC.
a California corporation

By: _____
Name: CRYSTAL FAQIH
Title: PRESIDENT

By: _____
Name: JASMINE FAQIH
Title: SECRETARY
Address: 17130 Van Buren Blvd., Suite 122
Riverside, California 92504

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 17 November 2023 before me, M. Bentley, Notary Public, personally appeared Crystal Fagin, proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose names(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

M. BENTLEY
Notary Public - California
Riverside County
Commission # 2417565
My Comm. Expires Sep 22, 2026

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 17 November, 2023 before me, M. Bentley, Notary Public, personally appeared Jasmine Fagin, proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

CONSTRUCTION MANAGEMENT SERVICES:

General construction management services may include, but not be limited to:

1. Coordinating and conducting Pre-Construction meetings.
2. Preparation and distribution of meeting minutes.
3. Quality assurance and quality control.
4. Administration and management of construction contracts.
5. Ensure construction efforts are completed per approved plans, on-schedule, and on-budget.
6. Ensure that local and state inspections have been completed as necessary.
7. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's updates and revisions as may be required to reflect actual progress of work.
8. Provide construction schedule and budget updates to City's Contract Officer.
9. Schedule and conduct progress meetings to discuss contract issues, procedures, progress, problems, Construction Change Orders (CCO), submittals, requests for information (RFIs), deficiencies and schedules.
10. Process, review and approve contractor's submittals for City staff. Process and review project design consultant's submittals and provide recommendation to the City.
11. Process, review and track RFIs, submittals, shop drawings, proposed change orders and revisions, and provide recommendation to the City.
12. Review, evaluate and recommend approval for proposed CCOs. Review estimates for reasonableness and cost effectiveness and render recommendations to City. Administrate contracts, process CCOs (provide merit determination, quantification of cost and schedule impacts, render recommendations), review pay requests for accuracy.
13. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
14. Review contractor submittals for extra or unforeseen work. Review potential CCO for accuracy and provide recommendation(s) to the City's Construction Management and Inspection Services Project Manager for proper course of action and processing of CCOs.
15. Assist City in coordinating services of other consultants (design, geotechnical, National

Pollutant Discharge Elimination System (NPDES), materials testing, inspection, special laboratory testing, etc.) that may be hired or selected for the project.

16. Coordinate with project designer the contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
17. Coordinate construction activities with City's Public Works Maintenance Department.
18. Coordinate and oversee public notifications and public inquiries.
19. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
20. Track quantities of work completed for progress payment(s). Develop and implement procedures for review and processing of progress payment applications. Assist the City with review(s) and certification for payment(s).
21. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
22. Provide a recovery plan and/or work-around schedule as necessary to mitigate any project impacts.
23. Confirm delivery and storage of all materials, supplies, and equipment.
24. Provide recommendation and assistance to the City and the Design/Engineering Team in resolving any dispute(s) arising from the performance of the contractor and sub-contractors.
25. Ensure that the Prime/General Contractor has an appropriate safety program in place.
26. Recommend the accrual and assessment of Liquidated Damages as necessary.
27. City's Construction Manager shall manage and coordinate with contractor the project Substantial Completion Punchlist.
28. Provide a Construction Project Close-Out Report with all construction-related project documents.

<u>INSPECTION SERVICES (as part of Construction Management Services):</u>

General construction management inspection services may include, but not be limited to:

1. Become familiar with construction documents, traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph and log a pre-work video documenting existing conditions prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.

4. Interpret plans, specifications and regulations and ensure that contractors and sub-contractors are following their contracts, and any Federal, State, or local regulations in effect at time work is performed.

5. Inspect construction activities to ensure projects are constructed in accordance with the approved construction documents (including, but not limited to plans, specifications, as-built drawings, reports, etc.).

6. Document in writing and notify construction contractors about non-compliance; and direct Contractor in writing to correct non-compliance items as soon as they are discovered. Maintain a status log of all Non-Compliant items discovered and identified during the performance of this project.

7. Prepare and maintain daily Inspection Reports showing site and weather conditions; traffic control measures taken by contractors; labor (record headcount of prime contractor and subcontractors/vendors), equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily Inspection Reports shall be submitted to City upon project completion.

8. Review and maintain record of construction progress on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.

9. Provide accurate measurements of work completed by contractors in accordance with contract documents.

10. Review soil compaction and materials testing certifications of compliance (COC).

11. Coordinate with materials testing firms regarding quality of work completed.

12. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported to the City, and Consultant shall direct contractor to take correction measures to achieve compliance.

13. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.

14. Coordinate with contractor access to adjacent businesses/residents during construction.

15. Provide inspection of traffic control, channelization, and all other traffic-related work.

16. Observe construction safety, public safety and convenience, and report discovered problems to City.

17. Monitor compliance with the City's NPDES permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.

18. Monitor compliance with City's Construction Demolition and Recycling Ordinance,

including State requirements for organic waste diversion.

19. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
20. Coordinate preparation and submittal of "As-Built" plans to City upon project completion.
21. Prepare and issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
22. Evaluate completion of work and recommend to City when work is ready for final inspection.
23. Conduct final inspection/walk-through with City staff.
24. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.

CONSTRUCTION MATERIAL TESTING (as part of Construction Management Services):

General construction management materials testing services may include, but not be limited to:

1. Review, recommend and implement testing lab studies and reports.
2. Collect concrete samples and test their strength.
3. Provide soil testing services.
4. Check subgrade compaction for concrete and asphalt construction.
5. Perform tests for sieve analysis, sand equivalent and cleanness, as needed.
6. Perform plant inspection at facilities supplying concrete and hot mix asphalt.
7. Provide summary report of testing results.
8. Verify that sampling and testing procedures are being performed properly.
9. Verify certifications of samplers and testers.
10. Perform split sample tests as necessary.
11. Maintain witness test records.
12. Verify that all testing equipment used for acceptance testing is in good condition and properly calibrated.
13. Verify that all plant inspections are being performed correctly by qualified testers.
14. Provide summary report of quality assurance results.

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders, as follows:

When the City requests proposals from on-call consultants (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

IV. In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:

A. Meeting minutes

B. Construction schedule and budget updates

C. Construction Project Close-Out Report

D. Inspection reports

E. Accurate measurements of work completed

F. Summary report of test results

G. Summary report of quality assurance results

V. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VI. Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:

A. Zack Faqih, Senior Construction Manager

B. Tommy Russell, Senior Construction Manager

C. Nadeem Syed, Senior Construction Manager

D. Anthony Flores, Senior Construction Manager

E. Thomas Dawson, Senior Construction Manager

F. Brittany Duhn, Office Engineer

G. Lauren Wiley, Office Engineer

H. Yara Sharabi, Office Engineer

I. Amber Garcia, Labor Compliance Officer

J. Charles Lamb, Landscape Inspection

K. Noah Hernandez, Senior Construction Inspector

L. Jimmy Martin, Senior Construction Inspector

M. Gregory Hunkle, Senior Construction Inspector

N. Michael Sanchez, Senior Construction Inspector

O. Eddie Davalos, Senior Construction Inspector

P. Ahmad Alhroob, Construction Inspector

Q. Omar Sharabi, Construction Inspector

R. Jamil Borner, Construction Inspector

S. Mahmound Awad, Construction Inspector

T. Noah Hernandez, Construction Inspector

U. William Henry, Senior Land Surveyor (as needed)

V. Ahmed Ibrahim, Structural Engineer (as needed)

W. Salvador Orozco, Sr. Traffic/Signal Engineer (as needed)

X. Dion Castro, SWPPP/Environmental Specialist (as needed)

Y. Alfred Ramirez, AutoCAD/Microstation Designer (as needed)

Z. Thomas Russell, Sr. Electrical Specialist (as needed)

AA. Eddie Davalos, Sr. Civil and Grading Specialist (as needed)

BB. Converse Consultants, Subcontractor, Materials Testing

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

I. A new Section 1.10, "Compliance with Labor and Wage Laws," is hereby added to the Agreement, to read in its entirety as follows:

"1.10 Compliance with Labor and Wage Laws.

Certain portions of the Services may be subject to prevailing wages under the Labor Code and to the extent such is true, the below provisions will apply.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Consultant and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Consultant shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep

accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

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

(g) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

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

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the

certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor."

II. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services ***commencing January 1, 2024 and expiring June 30, 2026*** ~~but not exceeding one (1) years from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."***"

III. Section 4.5 (Prohibition Against Subcontracting or Assignment) of the Agreement is hereby amended to read in its entirety as follows:

"4.5 Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, ***with the exception of Converse Consultants which provides materials testing services,*** Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.**

The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$94,250.00
July 1, 2024 through June 30, 2025:	$192,270.00*
July 1, 2025 through June 30, 2026:	$196,115.00*
Total:	$482,635.00

July 1, 2026 through June 30, 2027:	$200,037.00 (extension period)*
July 1, 2027 through June 30, 2028:	$204,038 (extension period)*

*Amount reflects 2% increase from prior year.

II. **Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. **The total compensation for the Services shall not exceed $482,635.00 as provided in Section 2.1 of this Agreement.**

V. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "C-1"
BILLING RATES

Senior Construction Manager	$157
Construction Manager	$152
Senior Construction Inspector	$146
Construction Inspector	$138
Office Engineer	$145
Senior Highway & Bridge Designer/Structural Engineer	$165
Traffic Signal/Electrical Inspector	$140
SWPPP/Environmental Specialist	$130
Senior Traffic/Signal Engineer	$136
Public Relations/Community Outreach	$135
Civil/Land Development Designer	$130
Senior Land Surveyor	$142
Senior Landscape Architect	$148
Labor Compliance Officer	$135

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services on an on-call basis as set forth in Exhibit "A."

II. If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be completed timely in accordance with the approved Task Proposal and by the Task Completion Date.

Z&KCONS-01 NICOLEHATCHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2024

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

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

PRODUCER	CONTACT NAME: Nicole Hatcher	
NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	PHONE (A/C, No, Ext): (480) 998-8038	FAX (A/C, No):
	E-MAIL ADDRESS: nicole.hatcher@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Company of America	25674
INSURED	INSURER B : Travelers Casualty and Surety Company of America	31194
Z & K Consultants, Inc. 22295 Jessamine Way Corona, CA 92883	INSURER C : James River Insurance Company	12203
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	6802J978123	5/18/2023	5/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	BA6W812054	5/18/2023	5/18/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CUP7W800864	5/18/2023	5/18/2024	EACH OCCURRENCE AGGREGATE Prod Comp	$ 5,000,000 $ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB-9K77696A-23-47-G	5/18/2023	5/18/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	E&O/Prof Liab			0105963601	7/10/2023	7/10/2024	Agg $2,000,000 Each	1,000,000
C	Excess E&O/Prof Liab			00148570-0	9/26/2023	7/10/2024	Each Occurrence	1,000,000

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

City of Carson, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are named Additional Insured as respects to General Liability and Auto Liability. This insurance is primary and non-contributory with any other insurance of the additional insured, so long as a written contract or agreement to such exists prior to a loss. A Waiver of subrogation in favor of the City of Carson applies as respects to General Liability, Auto Liability and Workers Compensation coverage so long as written contract or agreement exists as per attached endorsements CGD3810915, CAT4200215 and WC990376.

CERTIFICATE HOLDER

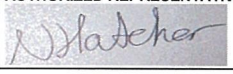
City of Carson
701 E Carson Street
Carson, CA 90745

INSURANCE APPROVED
RG
1/17/2024

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

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

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

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

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

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

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

   a. After you have signed that written contract;

   b. While that part of the written contract is in effect; and

   c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. **BLANKET ADDITIONAL INSURED**
B. **EMPLOYEE HIRED AUTO**
C. **EMPLOYEES AS INSURED**
D. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
E. **TRAILERS – INCREASED LOAD CAPACITY**
F. **HIRED AUTO PHYSICAL DAMAGE**
G. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
H. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**
I. **WAIVER OF DEDUCTIBLE – GLASS**
J. **PERSONAL PROPERTY**
K. **AIRBAGS**
L. **AUTO LOAN LEASE GAP**
M. **BLANKET WAIVER OF SUBROGATION**

A. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

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

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

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

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

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

C. EMPLOYEES AS INSURED

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

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

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

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

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

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

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

J. PERSONAL PROPERTY

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

Personal Property Coverage

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

(1) Owned by an "insured"; and

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

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

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

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

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

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

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

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-9K77696A-23-47-G

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

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

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

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	ENGINEERS

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

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

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 04-03-23 **ST ASSIGN:**

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and Z & K CONSULTANTS, INC., a California corporation ("Consultant"), is effective as of the ___ day of _____, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2024 ("Agreement"), whereby Consultant agreed to perform on-call construction management, inspection and materials testing services, including in connection with City's street paving projects, for a not-to-exceed Contract Sum of $482,635.00 for the Term spanning from January 1, 2024 to June 30, 2026, with two optional one (1) year extension periods.

B. The Contract Sum will need to be increased by $308,986.00 because the original budgeted amount was estimated based on certain streets anticipated to be paved, but now City desires to expand the streets needing paving which in turn necessitates increased work needed by Consultant.

C. City and Consultant now desire to amend the Agreement to increase the Contract Sum by $308,986.00 from $482,635.00 to $791,621.00.

D. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

E. This Amendment qualifies as a change order because it concerns a change to the price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including

reimbursement for actual expenses, shall not exceed ***Seven Hundred Ninety One Thousand Six Hundred Twenty One Dollars and Zero Cents ($791,621.00)*** ~~Four Hundred Eighty Two Thousand Six Hundred Thirty Five Dollars and Zero Cents (**$482,635.00**)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in Exhibit "C."

B. Section I. of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

"The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$94,250.00
July 1, 2024 through June 30, 2025:	~~$192,270.00*~~ ***$279,336.00***
July 1, 2025 through June 30, 2026:	~~$196,115.00*~~ ***$418,035.00***
Total:	~~$482,635.00~~ ***$791,621.00***
July 1, 2026 through June 30, 2027:	$200,037.00 (extension period)~~*~~
July 1, 2027 through June 30, 2028:	$204,038.00 (extension period)~~*~~

~~*Amount reflects 2% increase from prior year.~~"

C. Section IV. of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

"IV. The total compensation for the Services shall not exceed ***$791,621.00*** ~~$482,635.00~~ as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with

the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[alh; rjl]

CONTRACTOR:

Z&K CONSULTANTS, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

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TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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_____

SIGNER IS REPRESENTING:
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SIGNER(S) OTHER THAN NAMED ABOVE

Report to Honorable Mayor and City Council

Tuesday, July 1, 2025, 5:00 PM

SPECIAL ORDERS OF THE DAY 24.

To: Honorable Mayor and City Council

From: McKina Alexander, Acting Planning Manager CD Planning

Subject: CONSIDER INTRODUCTION AND FIRST READING OF ORDINANCE NO. 25-2514, AND INTRODUCTION AND ADOPTION OF URGENCY ORDINANCE NO. 25-2515U, MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3) AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES

I. SUMMARY

In October 1977, the City adopted the original Carson Zoning Ordinance (Ordinance No. 77-413), which has been amended numerous times over the years to update and refine the City's zoning regulations ("Old Code"). In March 2024, the City Council adopted the new Phase 1 Zoning Code via Ordinance No. 24-2405, which partially supersedes the Old Code as detailed in Ordinance No. 24-2405.

On June 10, 2025, following a duly noticed public hearing, the Planning Commission unanimously approved Resolution No. 25-2888 recommending approval of the proposed item, which is a text amendment to both the Old Code and the new Phase 1 Zoning Code, to the City Council. Furthermore, the Planning Commission recommended Council approval of the item on an urgency basis pursuant to Charter Section 313F, which provides that "Any ordinance declared by the city council as an urgency measure necessary for the immediate preservation of public peace, health or safety, and containing a statement of the reasons for its urgency, may be introduced and adopted at one and the same meeting if passed by a two-thirds affirmative vote of the city council."

Accordingly, an urgency ordinance has been prepared for adoption, in addition to an identical, non-urgency ordinance for introduction and first reading, per standard City practice. The proposed urgency finding pursuant to Charter Section 313F is set forth in Section 3 of the urgency ordinance (Exhibit No. 2).

If approved by the City Council, Ordinance No. 25-2514 and Urgency Ordinance No. 25-2515U would amend Section 9173.31 of the Old Code and Sections 9411.4, 9411.5, 9412.6, and 9412.13 of the new Phase 1 Zoning Code. These text amendments would refine both the new Phase 1 Zoning Code and the Old Code relating to the Community Development Director's approval authority and requirements and the City Council's review procedures, including requiring City Manager concurrence prior to any Director decision a proposed use or development and allowing City Council calls for review of Director or Planning Commission decisions to be made by any one Councilmember, as opposed to requiring a majority vote of the Council to call for review. These changes would help prevent errors and unauthorized approvals, enhance oversight and the flow of information to the City's leadership, and promote and protect the public peace, health, safety, and general welfare by helping ensure sound City decision-making with respect to proposed land uses and development projects.

II. RECOMMENDATION

TAKE the following actions:

1. OPEN the public hearing, TAKE public comments, and CLOSE the public hearing;
2. INTRODUCE for first reading, by title only, Ordinance No. 25-2514, "AN ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3) AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES"; and
3. INTRODUCE and ADOPT Urgency Ordinance No. 25-2515U, "AN URGENCY ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3), MAKING A FINDING OF URGENCY PURSUANT TO CITY CHARTER SECTION 313F, AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES."

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The proposed Ordinances include text amendments to both the Phase 1 Code and the Old Code, to the extent it remains in effect and may apply to any pending or future proposed land uses or development projects in the City.

The proposed text amendments set forth in the Ordinances would:

- Ensure that before the Community Development Director or their designee approves or conditionally approves any proposed new land use or development project in the City, they first apprise the City Manager and obtain the City's Manager's concurrence to help verify the accuracy and correctness of the decision before it is rendered;
- Eliminate an overly burdensome administrative requirement on City staff that was added as part of the new Phase 1 Zoning Code and that is not required under the Old Code nor by State law; and
- Eliminate a requirement that was added as part of the new Phase 1 Zoning Code, is not required under the Old Code nor by State law, and imposes an unnecessary burden on the right of Councilmembers to request review of decisions made by the Director or the Planning Commission.

Introduction and immediate adoption of the proposed Urgency Ordinance is necessary to preserve the immediate health, safety and welfare of the community, and is permitted under Section 313(F) of the City Charter, for the reasons detailed in Section 3 of the Urgency Ordinance. Certain land use decisions under the Old Code and new Phase 1 Code are currently delegated to the Director or their designee. This Ordinance ensures that such decisions receive City Manager oversight and concurrence before issuance, helping prevent errors and unauthorized approvals. Additionally, this Ordinance strengthens Planning Commission and City Council oversight by enabling timely City Council awareness and opportunity of an one Councilmember, rather than a majority, to call for formal review of Director-level or Planning Commission decisions. Adoption of the Urgency Ordinance requires a two-thirds affirmative vote of the City Council.

The proposed Ordinances are exempt from the CEQA review pursuant to the "common sense" exemption in CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that there is no possibility that adoption of the text amendments set forth in the Ordinances, which relate only to the City's administrative review and noticing procedures, may have a significant effect on the environment.

A public hearing for consideration of this item was duly noticed as required by law. A notice of public hearing was issued in the required manner on June 12, 2025.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Ordinance No. 25-2514
2. Urgency Ordinance No. 25-2515U

Attachments

Ord No. 25-2514 re Director Approval Authority.pdf

Urgency Ord 25-2515U re Director Approval Authority.pdf

ORDINANCE NO. 25-2514

AN ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3) AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES

WHEREAS, in October 1977, the City of Carson ("City") adopted Ordinance No. 77-413, entitled the Carson Zoning Ordinance, which has been amended numerous times through subsequent ordinances over the years to update and refine the City's zoning regulations ("Old Code"); and

WHEREAS, on March 19, 2024, as Phase 1 of an anticipated 2-Phase comprehensive update to the Carson Zoning Ordinance, the City adopted Ordinance No. 24-2405, which partially supersedes the Old Code as detailed in Ordinance No. 24-2405 ("Phase 1 Zoning Code"); and

WHEREAS, the text amendments in this Ordinance are made to both the Old Code and the Phase 1 Zoning Code, given the current limited applicability of each; and

WHEREAS, the text amendments in this Ordinance are consistent with the policies of the City's General Plan and any applicable Specific Plan and will not substantially impair achieving such plans' objectives; and

WHEREAS, the text amendments in this Ordinance are made to, and will, promote the growth of the City in an orderly manner and promote and protect the public health, safety, and general welfare, consistent with the Carson Zoning Ordinance (including the Old Code and the Phase 1 Zoning Code, to the extent applicable); and

WHEREAS, the text amendments in subsection A of Section 3 and subsections A and B of Section 4 of this Ordinance are to ensure that before the Community Development Director or his or her designee approves or conditionally approves any new land use or development project in the City, he or she first apprises the City Manager of the proposed approval and obtains the City Manager's concurrence to help verify the accuracy and correctness of the decision before it is rendered; and

WHEREAS, the text amendment in subsection C of Section 4 of this Ordinance is to eliminate an overly burdensome administrative requirement on City staff that was added as part of the Phase 1 Zoning Code and that is not required under the Old Code nor by State law; and

WHEREAS, the text amendment in subsection D of Section 4 of this Ordinance is to eliminate a new requirement that was added as part of the Phase 1 Zoning Code, is not required under the Old Code nor by State law, and imposes an unnecessary burden on the right of City

Councilmembers to request review of decisions made by the Director or the Planning Commission; and

WHEREAS, on June 10, 2025, the Planning Commission held a duly noticed public hearing to consider the text amendments set forth in this Ordinance, and following the hearing, recommended that the City Council find that adoption of the text amendments is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) and adopt the text amendments; and

WHEREAS, on July 1, 2025, the City Council held a duly noticed public hearing to consider the text amendments set forth in this Ordinance and the Planning Commission's recommendation thereon, and, having done so, now sees fit and intends to find that adoption of the text amendments is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) and to adopt the text amendments as recommended by the Planning Commission; and

WHEREAS, all of the legal prerequisites to adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference as findings of fact.

SECTION 2. ENVIRONMENTAL REVIEW. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under the "common sense" exemption in CEQA Guidelines § 15061(b)(3), because it can be seen with certainty that there is no possibility that adoption of the text amendments set forth in this Ordinance, which relate only to the City's administrative review and noticing procedures, may have a significant effect on the environment.

SECTION 3. AMENDMENT TO OLD CODE. The Old Code is hereby amended as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough font~~):

A. Subsection A of Section 9173.31 ("Findings and Decision") of the Old Code is hereby amended to read as follows:

> "In connection with each decision by the Commission or Director, written findings shall be adopted relating to the applicable criteria of the State Planning and Zoning Law and of this Chapter and based upon the hearing and the record of the case. ***The Director shall not issue any decision approving or conditionally approving a proposed use or development without first obtaining the concurrence of the City Manager or his or her designee. Any such Director decision issued without such concurrence shall be of no force or effect.***"

SECTION 4. AMENDMENTS TO THE PHASE 1 ZONING CODE. The Phase 1 Zoning Code is hereby amended as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough font~~):

A. Section 9411.4 ("Community Development Director") of Division 1 ("Planning Authorities") of Part 4 ("Administration and Permits") is hereby amended as follows:

i. Subsection B of Section 9411.4 is hereby amended read as follows:

"***Subject to the prior concurrence of the City Manager or his or her designee, r***~~R~~eview and issue land use permits that are minor in nature and which customarily result in an activity of generally minor public controversy and adverse impact based on specific findings of fact to support the resulting decision. Subject to applicable law, the Director has authority to impose specific conditions when warranted to ensure that the requested activity or project is conducted or constructed in a manner consistent with the goals, objectives, and policies of the General Plan."

ii. Subsection D of Section 9411.4 is hereby amended to read as follows:

"***Subject to the prior concurrence of the City Manager or his or her designee, a***~~A~~pprove, conditionally approve, modify, or deny requests for waivers to dimensional requirements, pursuant to Division 9, Exceptions."

iii. Subsection H of Section 9411.4 is hereby amended to read as follows:

"***Subject to the prior concurrence of the City Manager or his or her designee, r***~~R~~eview applications for permits and licenses for conformance with the Zoning Code and issue a Zoning Compliance Determination pursuant to Division 3, Zoning Compliance Review when the proposed use, activity or building is allowed by right and conforms to all applicable development and use standards."

iv. Subsection K of Section 9411.4 is hereby amended to read as follows:

"***Subject to the prior concurrence of the City Manager or his or her designee, a***~~A~~pprove, conditionally approve, modify, or deny applications for Minor Use Permits, modifications to conditions of approved Use Permits, and time extensions of Use Permits, pursuant to Division 6, Minor and Major Use Permits, and temporary Use Permits, pursuant to Division 10, Temporary Use Permits."

v. Subsection L of Section 9411.4 is hereby amended to read as follows:

"***Subject to the prior concurrence of the City Manager or his or her designee, d*~~D~~ecide requests for minor modifications to approved permits, pursuant to Division 2, Common Procedures, Section 9412.11, Changes to an Approved Permit."

vi. A new Subsection T is hereby added to Section 9411.4 as follows:

"***Wherever this Code authorizes the Director to make a decision to approve or conditionally approve a proposed use or development, any such approval or conditional approval shall require prior concurrence from the City Manager or his or her designee. The Director shall not issue any such approval or conditional approval without such prior concurrence, and any such approval or conditional approval issued without such prior concurrence shall be null and void.***"

B. Section 9411.5 ("Summary of Authorities for Decisions and Appeals") of Division 1 ("Planning Authorities") of Part 4 ("Administration and Permits") is hereby amended as follows:

i. A new "**" notation shall be inserted after "Director" in the cells of Table 9411.5 ("Summary of Authorities for Planning and Zoning Decisions and Appeals") where "Director" is identified as the "Approval Authority" for "Zoning Compliance Review" under "Ministerial Actions" and for "Minor Changes to an Approved Permit (Ministerial or Discretionary)," "Temporary Use Permit," "Development and Site Plan Review Permit," and "Minor Use Permit" under "Adjudicative Actions," and after "Approval Authority for Original Permit" where "Approval Authority for Original Permit" is identified as the "Approval Authority" for "Major Changes to an Approved Permit," under "Adjudicative Actions."

ii. A corresponding description for the "**" notation shall be added at the end of Table 9411.5 ("Summary of Authorities for Planning and Zoning Decisions and Appeals"), to read as follows: "** Director approval is subject to prior concurrence of the City Manager or his or her designee."

C. Subparagraph (2) ("Director Decisions") of subsection (J) ("Transmission of Notice of Official Action") of Section 9412.6 ("Public Hearings; Decisions") of Division 2 ("Common Procedures") of Part 4 ("Administration and Permits") is hereby amended to read as follows:

"If the Director is the Approval Authority for the decision, then the Director shall promptly transmit the Statement of Official Action to: (i) the applicant via first-class mail to the address shown on the application; (ii) the owner of the subject property if other than the applicant, via first-class mail to the address shown on the latest equalized assessment roll; (iii) the occupant of the subject property if any other than the applicant, via first-class mail

to the address of the subject property; (iv) the Planning Commission and City Council, via their City email addresses; ~~(v) all owners of record within a 750-foot radius of the subject property as shown on the latest equalized assessment roll~~; and (v~~i~~) any person or group who has filed a written request for notice regarding the specific application with the Director or City Clerk and has paid any required fee that the City Council has adopted to provide such service."

D. Subsection (G) ("Calls for Review") of Section 9412.13 ("Appeals") of Division 2 ("Common Procedures") of Part 4 ("Administration and Permits") is hereby amended to read as follows:

"***Any member*** ~~A majority of the quorum~~ of the City Council may call for review of a decision of the Director or Planning Commission within the appeal period. The call for review shall be processed in the same manner as an appeal by any other person. Such action shall stay all proceedings in the same manner as the filing of an appeal. Such action shall not require any statement of reasons and shall not represent opposition to or support of an application or appeal."

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions hereof may be declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 7. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted and codified in the manner required by law.

[signatures on the following page]

PASSED, APPROVED and **ADOPTED** by a vote of the City Council at a regular meeting of the City Council on this ___ day of _____, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

URGENCY ORDINANCE NO. 25-2515U

AN URGENCY ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3), MAKING A FINDING OF URGENCY PURSUANT TO CITY CHARTER SECTION 313F, AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES

WHEREAS, in October 1977, the City of Carson ("City") adopted Ordinance No. 77-413, entitled the Carson Zoning Ordinance, which has been amended numerous times through subsequent ordinances over the years to update and refine the City's zoning regulations ("Old Code"); and

WHEREAS, on March 19, 2024, as Phase 1 of an anticipated 2-Phase comprehensive update to the Carson Zoning Ordinance, the City adopted Ordinance No. 24-2405, which partially supersedes the Old Code as detailed in Ordinance No. 24-2405 ("Phase 1 Zoning Code"); and

WHEREAS, the text amendments in this Ordinance are made to both the Old Code and the Phase 1 Zoning Code, given the current limited applicability of each; and

WHEREAS, the text amendments in this Ordinance are consistent with the policies of the City's General Plan and any applicable Specific Plan and will not substantially impair achieving such plans' objectives; and

WHEREAS, the text amendments in this Ordinance are made to, and will, promote the growth of the City in an orderly manner and promote and protect the public health, safety, and general welfare, consistent with the Carson Zoning Ordinance (including the Old Code and the Phase 1 Zoning Code, to the extent applicable); and

WHEREAS, the text amendments in subsection A of Section 4 and subsections A and B of Section 5 of this Ordinance are to ensure that before the Community Development Director or his or her designee approves or conditionally approves any new land use or development project in the City, he or she first apprises the City Manager of the proposed approval and obtains the City Manager's concurrence to help verify the accuracy and correctness of the decision before it is rendered; and

WHEREAS, the text amendment in subsection C of Section 5 of this Ordinance is to eliminate an overly burdensome and costly administrative requirement on City staff that was added as part of the Phase 1 Zoning Code and that is not required under the Old Code nor by State law; and

WHEREAS, the text amendment in subsection D of Section 5 of this Ordinance is to eliminate a new requirement that was added as part of the Phase 1 Zoning Code, is not required

under the Old Code nor by State law, and imposes an unnecessary burden on the right of City Councilmembers to request review of decisions made by the Director or the Planning Commission; and

WHEREAS, on June 10, 2025, the Planning Commission held a duly noticed public hearing to consider the text amendments set forth in this Ordinance, and following the hearing, recommended that the City Council find that adoption of the text amendments is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) and adopt the text amendments on an urgency basis pursuant to Charter Section 313(F); and

WHEREAS, on July 1, 2025, the City Council held a duly noticed public hearing to consider the text amendments set forth in this Ordinance and the Planning Commission's recommendation thereon, and, having done so, now sees fit and intends to find that adoption of the text amendments is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) and to adopt the text amendments on an urgency basis pursuant to Charter Section 313(F) as recommended by the Planning Commission; and

WHEREAS, all of the legal prerequisites to adoption of this Urgency Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference as findings of fact.

SECTION 2. ENVIRONMENTAL REVIEW. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under the "common sense" exemption in CEQA Guidelines § 15061(b)(3), because it can be seen with certainty that there is no possibility that adoption of the text amendments set forth in this Ordinance, which relate only to the City's administrative review and noticing procedures, may have a significant effect on the environment.

SECTION 3. URGENCY FINDING. The City Council hereby declares this Ordinance as an urgency measure necessary for the immediate preservation of public peace, health or safety pursuant to Section 313(F) of the City's Charter, and finds that this Ordinance is necessary as an urgency measure for the immediate preservation of public peace, health or safety for the following reasons (without limitation), which constitute findings of fact:

A. The City's Community Development Director ("Director") position is currently vacant, resulting in decisions on proposed land uses and development projects for which the Director is the approval authority under the Zoning Ordinance being the responsibility of an acting Director or designee. When the position is filled, the Director will be new to the City and may need time to become familiarized with the City's regulations and processes. Additionally, even if the position were somehow filled right away with an experienced and dedicated Director who is familiar with the City's regulations and processes, there is still a risk that without sufficient

executive-level oversight, the Director could make improper or erroneous decisions approving proposed uses or developments, which could have long-lasting harmful effects on the City. Accordingly, executive-level oversight is urgently needed to ensure that no improper or erroneous decisions are made approving proposed uses or developments in the City.

B. This Ordinance will ensure that Director decisions approving proposed uses or developments are brought to the attention of the City Manager and receive the City Manager's concurrence prior to being issued, which will enable the City Manager to verify the accuracy and correctness of the decision and thereby help avoid and prevent any erroneous or harmful project approvals from being issued. This Ordinance will also help ensure that City Councilmembers are apprised of the decisions and are able to independently call for their formal review within the required timeframe, to further protect against any improper or erroneous decisions being made by the City regarding proposed uses or development projects under the City's Zoning Ordinance.

C. The text amendment in subsection C of Section 5 of this Ordinance will eliminate an overly burdensome and costly administrative requirement on City staff that was added as part of the Phase 1 Zoning Code and that is not required under the Old Code nor by State law. The requirement is presently not feasible for the City to comply with due to the level of staff resources and administrative burdens it demands exceeding what the City has available, particularly given the vacancy in the Director position and other recent personnel changes and vacancies affecting the Community Development Department, and given the increase in the number of different types of decisions that are within the Director's approval authority under the Phase 1 Zoning Code. Issuance of Director decisions in violation of the requirement would jeopardize the validity of the decisions and increase the risk of legal challenges to them, which would adversely affect the public peace and welfare by undermining the finality and effectiveness of such City decisions and necessitating further expenditure of City resources in response to any such disputes. Conversely, the expenditure of City resources that would be necessary to comply with the requirement would also adversely affect the public peace and welfare by requiring diversion of dedicated City resources away from more important or required public services. The text amendment is urgently needed to avoid any such results by removing this requirement.

SECTION 4. AMENDMENT TO OLD CODE. The Old Code is hereby amended as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough font~~):

A. Subsection A of Section 9173.31 ("Findings and Decision") of the Old Code is hereby amended to read as follows:

> "In connection with each decision by the Commission or Director, written findings shall be adopted relating to the applicable criteria of the State Planning and Zoning Law and of this Chapter and based upon the hearing and the record of the case. ***The Director shall not issue any decision approving or conditionally approving a proposed use or development without first obtaining the concurrence of the City Manager or his or her designee. Any such Director decision issued without such concurrence shall be of no force or effect.***"

SECTION 5. AMENDMENTS TO THE PHASE 1 ZONING CODE. The Phase 1 Zoning Code is hereby amended as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough font~~):

A. Section 9411.4 ("Community Development Director") of Division 1 ("Planning Authorities") of Part 4 ("Administration and Permits") is hereby amended as follows:

i. Subsection B of Section 9411.4 is hereby amended read as follows:

"***Subject to the prior concurrence of the City Manager or his or her designee, r***~~R~~eview and issue land use permits that are minor in nature and which customarily result in an activity of generally minor public controversy and adverse impact based on specific findings of fact to support the resulting decision. Subject to applicable law, the Director has authority to impose specific conditions when warranted to ensure that the requested activity or project is conducted or constructed in a manner consistent with the goals, objectives, and policies of the General Plan."

ii. Subsection D of Section 9411.4 is hereby amended to read as follows:

"***Subject to the prior concurrence of the City Manager or his or her designee, a***~~A~~pprove, conditionally approve, modify, or deny requests for waivers to dimensional requirements, pursuant to Division 9, Exceptions."

iii. Subsection H of Section 9411.4 is hereby amended to read as follows:

"***Subject to the prior concurrence of the City Manager or his or her designee, r***~~R~~eview applications for permits and licenses for conformance with the Zoning Code and issue a Zoning Compliance Determination pursuant to Division 3, Zoning Compliance Review when the proposed use, activity or building is allowed by right and conforms to all applicable development and use standards."

iv. Subsection K of Section 9411.4 is hereby amended to read as follows:

"***Subject to the prior concurrence of the City Manager or his or her designee, a***~~A~~pprove, conditionally approve, modify, or deny applications for Minor Use Permits, modifications to conditions of approved Use Permits, and time extensions of Use Permits, pursuant to Division 6, Minor and Major Use Permits, and temporary Use Permits, pursuant to Division 10, Temporary Use Permits."

v. Subsection L of Section 9411.4 is hereby amended to read as follows:

"***Subject to the prior concurrence of the City Manager or his or her designee, d*~~D~~ecide requests for minor modifications to approved permits, pursuant to Division 2, Common Procedures, Section 9412.11, Changes to an Approved Permit."

vi. A new Subsection T is hereby added to Section 9411.4 as follows:

"***Wherever this Code authorizes the Director to make a decision to approve or conditionally approve a proposed use or development, any such approval or conditional approval shall require prior concurrence from the City Manager or his or her designee. The Director shall not issue any such approval or conditional approval without such prior concurrence, and any such approval or conditional approval issued without such prior concurrence shall be null and void.***"

B. Section 9411.5 ("Summary of Authorities for Decisions and Appeals") of Division 1 ("Planning Authorities") of Part 4 ("Administration and Permits") is hereby amended as follows:

i. A new "**" notation shall be inserted after "Director" in the cells of Table 9411.5 ("Summary of Authorities for Planning and Zoning Decisions and Appeals") where "Director" is identified as the "Approval Authority" for "Zoning Compliance Review" under "Ministerial Actions" and for "Minor Changes to an Approved Permit (Ministerial or Discretionary)," "Temporary Use Permit," "Development and Site Plan Review Permit," and "Minor Use Permit" under "Adjudicative Actions," and after "Approval Authority for Original Permit" where "Approval Authority for Original Permit" is identified as the "Approval Authority" for "Major Changes to an Approved Permit," under "Adjudicative Actions."

ii. A corresponding description for the "**" notation shall be added at the end of Table 9411.5 ("Summary of Authorities for Planning and Zoning Decisions and Appeals"), to read as follows: "** Director approval is subject to prior concurrence of the City Manager or his or her designee."

C. Subparagraph (2) ("Director Decisions") of subsection (J) ("Transmission of Notice of Official Action") of Section 9412.6 ("Public Hearings; Decisions") of Division 2 ("Common Procedures") of Part 4 ("Administration and Permits") is hereby amended to read as follows:

"If the Director is the Approval Authority for the decision, then the Director shall promptly transmit the Statement of Official Action to: (i) the applicant via first-class mail to the address shown on the application; (ii) the owner of the subject property if other than the applicant, via first-class mail to the address shown on the latest equalized assessment roll; (iii) the occupant of the subject property if any other than the applicant, via first-class mail to the address of the subject property; (iv) the Planning Commission and City Council, via their City email addresses; ~~(v) all owners of record within a 750-foot radius of the subject~~

~~property as shown on the latest equalized assessment roll~~; and (v~~i~~) any person or group who has filed a written request for notice regarding the specific application with the Director or City Clerk and has paid any required fee that the City Council has adopted to provide such service."

D. Subsection (G) ("Calls for Review") of Section 9412.13 ("Appeals") of Division 2 ("Common Procedures") of Part 4 ("Administration and Permits") is hereby amended to read as follows:

"***Any member*** ~~A majority of the quorum~~ of the City Council may call for review of a decision of the Director or Planning Commission within the appeal period. The call for review shall be processed in the same manner as an appeal by any other person. Such action shall stay all proceedings in the same manner as the filing of an appeal. Such action shall not require any statement of reasons and shall not represent opposition to or support of an application or appeal."

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions hereof may be declared invalid or unconstitutional.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately, pursuant to the authority conferred upon the City Council by Charter Sections 313(F) and 316(4), upon its adoption by a two-thirds (2/3) affirmative vote of the City Council.

SECTION 8. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted and codified in the manner required by law.

[signatures on the following page]

PASSED, APPROVED and **ADOPTED** by a two-thirds affirmative vote of the City Council at a regular meeting of the City Council on this ___ day of _____, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, July 1, 2025, 5:00 PM

DISCUSSION 25.

To: Honorable Mayor and City Council

From: Tomisha Haywood, Records Management Coordinator CCO Option 1

Subject: CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)

I. SUMMARY

This item is on the agenda to consider only uncontested appointments of City Commission, Committee, and Board members in accordance with the City Charter, Article VI, by Mayor and City Council. (Exhibit 1)

Also, consider all (contested and uncontested) appointments to all commissions and also consider appointments to City Affiliated Organizations.

Pursuant to Section 602 of the City Charter provides, in part, the mayor and each member of the city council may appoint one member to a position on each City board or City commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

At the June 17, 2025, City Council meeting, Mayor Davis-Holmes continued this item to a future meeting.

II. RECOMMENDATION

TAKE the following actions:

1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;
2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions except Planning Commission and Environmental Commission;
3. CONSIDER and APPOINT members to City Affiliated Organizations;
4. DIRECT the City Clerk to notify all affected appointments of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

III. ALTERNATIVES

N/A

IV. BACKGROUND

Every two years after the municipal election, most Commission and Board appointments expire. As unscheduled vacancies occur and/or members are frequently absent, it is best practice to consider new appointments.

Invitations to submit an appointment application for all interested person(s) were posted in accordance with the Maddy Act. Applications for individuals requesting appointments were previously provided under separate cover to the Mayor and City Council.

V. FISCAL IMPACT

Funds for member stipends are already budgeted for Fiscal Year 2024-2025.

VI. EXHIBITS

Local Appointments List

Prepared by: Dr. Khaleah K. Bradshaw, City Clerk and Tomisha Haywood, Records Management Coordinator

Attachments

Exhibit 1 - July 1, 2025, Agenda Report.pdf

CITY OF CARSON
LOCAL APPOINTMENTS LIST FOR
COMMISSIONS, COMMITTEES, AND BOARDS
(Pursuant to Government Code Section 54970 et seq.)

NOTICE IS HEREBY GIVEN that the current terms for the following Commissioners, Committee and Board Members will expire as indicated for the respective bodies listed. Any interested resident of the City of Carson, California is eligible to serve on any of the below-named commissions, committees, or boards unless otherwise specified. Applications are available at the City Clerk's Office by request at (310) 952-1720.

*** The following appointed positions may receive compensation**
**** Mayor's uncontested**
Denotes vacated seat

I. COMMISSIONS

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[1] Economic Development Commission

Established by:	Ordinance No. 00-1191. §1 (CMC §27104.1); Ordinance No. 21-2108
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of, or have a place of employment or business in the City of Carson, and be at least 18 years of age. Shall include representatives of all major sectors of the Carson business community as determined in the sole discretion of the City Council.
Meetings:	1st Thursday, 8:00 a.m., Executive Conference Room
Staff Liaison:	John Raymond, Asst. City Mgr x1773; Saied Naaseh, Dir. of Comm. Dev. x1770
Support Staff:	Sandy Solis, Economic Development Commission Secretary x1325

		Appointed	Term Expires
Aldridge Jr., Ray (LDH)**		12-06-22	11-30-26
Childers, Christopher (CH)		12-06-22	11-30-26
Embry, Darren (LDH)		04-04-23	11-30-26
Kelley, Blake (LDH)		04-04-23	11-30-26
Jimenez, Trini (AR)		12-06-22	11-30-26
Vacant (JH)			11-30-26
Sparrow, Clyde (LDH)		04-04-23	11-30-26
Wallace, Deborah (LDH)		04-04-23	11-30-26
Baddeley, Kevin (JD) Pending Oath		06-17-25	11-30-26
Cordova, Ted (LDH)	Alt. 1	04-04-23	11-30-26
Ibarra, Victor (LDH)	Alt. 2	02-06-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[2] Environmental Commission*

Established by:	Ordinance No. 70-128; §1 (CMC §2750); Ordinance No. 21-2103
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment
Meetings:	1st Wednesday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Reata Kulcsar, Innovation & Sustainability Manager x1312
Support Staff:	Jessica Coria, Division Secretary x1823

		Appointed	Term Expires
Vacant (JH)			11-30-26
Swayzer, Ezekiel (LDH)		12-03-24	11-30-26
Hopson, Lillian (LDH)**		12-03-24	11-30-26
Ford, Brittney (LDH)		05-21-25	11-30-26
Koons, William (JD)		12-03-24	11-30-26
Peralta, Maribel (AR)		01-07-25	11-30-26
Hunt, Joseph (LDH)		05-21-25	11-30-26
Taylor, Hourie (CH)		12-06-22	11-30-26
Watkins, Freeman (LDH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[3] Human Relations Commission*

Established by:	Ordinance No. 74-294; Ordinance No. 87-812, §1; Ordinance No. 89-883,§1
Membership:	9 members (7 general, 2 youth); 3 alternates
Qualification:	Shall be a resident of the City of Carson. Youth members shall be 16-21 years of age, enrolled in school at time of appointment, maintain a 2.0 GPA, shall have interest in human relations.
Meetings:	3rd Wednesday, 6:30 p.m., City Manager Conference Room
Staff Liaison:	Robert Lennox, Asst. City Manager x1728
Support Staff:	Cac Le, Council Aide x1722

		Appointed	Term Expires
Junio, Teresita (LDH)		12-03-24	11-30-26
Calhoun, Jill (AR)		12-06-22	11-30-26
Davenport, Kimberley (JH)		04-04-23	11-30-26
Keely, Tina (JD)		12-03-24	11-30-26
Ramos, Jessica (LDH)		12-03-24	11-30-26
Reed, Cassandra (CH)		12-06-22	11-30-26
Russ, Harriett (LDH)**		12-03-24	11-30-26
Ifeacho, Dr. Chinyere (LDH)	Alt. 1	12-03-24	11-30-26
Viernes, Irene (LDH)	Alt. 2	12-03-24	11-30-26
Thomas, Audrey (LDH) (Pending C	Alt. 3	06-17-25	11-30-26
Paxton, Cameron (LDH)	Youth	02-18-25	06-30-26
Vacant (LDH)	Youth		06-30-26

[4] Parks, Recreation and Cultural Arts Commission*

Established by:	Ordinance No. 69-65 (CMC §2735); Ordinance No. 21-2106
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson
Meetings:	Last Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Michael Whittiker Jr., Director of Community Services x3571
Support Staff:	Kimberly Madrigal, Administrative Secretary x3581

		Appointed	Term Expires
Cainglet, Jesus-Alex (CH)		12-06-22	11-30-26
Cortado, Kimberly (JH)		06-20-23	11-30-26
Dahilig Jr., Cesar (LDH)		12-03-24	11-30-26
Lawrence, Shannon (LDH)		12-03-24	11-30-26
Gonzalez, Walter (LDH)		12-03-24	11-30-26
Hilliard, Kisa (JD)		12-03-24	11-30-26
Hunter, Edwina (AR)		12-06-22	11-30-26
Langston, DeAnthony (LDH)		12-03-24	11-30-26
Johnson, Jo Jacqueline (LDH)**		04-01-25	11-30-26
Brown Sr., Kelvin (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Brillantes, Rudolfo (LDH)	Alt. 3	12-03-24	11-30-26

[5] Planning Commission*

Established by:	Ordinance No. 13, §1 (CMC §2700); § 606 of the City Charter
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson
Monthly Meeting:	2nd and 4th Tuesday, 6:30 p.m. (City Council Chambers)
Staff Liaison:	Christopher Palmer, Planning Mgr. x1365; McKina Alexander, Sr. Planner x1326
Support Staff:	Laura Gonzalez, Planning Secretary x1328

		Appointed	Term Expires
Diaz, Louie (JD)		12-03-24	11-30-26
Docdocil, Frederick (LDH)**		12-03-24	11-30-26
Guerra, Carlos (LDH)		12-03-24	11-30-26
Vacant (AR)			11-30-26
Huff, Del (LDH)		12-03-24	11-30-26
Wilson, Leticia (LDH)		12-03-24	11-30-26
Mfume, DeQuita (LDH)		12-03-24	11-30-26
Johnson, Clarence (JH)		03-19-24	11-30-26
Thomas, Dianne (CH)		12-06-22	11-30-26
Montecarlo, Jaime (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[6] Public Relations Commission*

Established by:	Ordinance No. 01-1239, §2 (CMC §27105.1)
Membership:	9 members; 3 alternates
Qualification:	Shall reside or be employed in the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	4th Tuesday, 12:00 p.m. (City Manager Conference Room)
Staff Liaison:	Danielle Hasley, Public Information Analyst x1606
Support Staff:	Christine Foisia, Senior Clerk x1740

		Appointed	Term Expires
Eatman, Sonya (LDH)	Community Representative	12-03-24	11-30-26
*Waddis, Dorcas (LDH)** Pending C*	Community Representative	06-17-25	11-30-26
Stewart, Linda (LDH)	Community Representative	12-03-24	11-30-26
Sandoz, Jeretta (AR)	Community Representative	12-03-24	11-30-26
Ross, Dorothy (JD)	Public Relations Specialist	12-03-24	11-30-26
Nunley, Madalyn (LDH)	Public Relations Specialist	12-03-24	11-30-26
Pitcher, Pamela (LDH)	Public Relations Specialist	12-03-24	11-30-26
Smith, Byron (CH)	Public Relations Specialist	03-06-24	11-30-26
Price, Dr. Denice (JH)	Public Relations Specialist	04-04-23	11-30-26
Washington, Debra (LDH) Pending	*Alt. 1*	06-17-25	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Page, Brent (LDH)	Alt. 3	02-18-25	11-30-26

[7] Public Safety Commission*

Established by:	Ordinance No. 99-1160 § 1; Ordinance No. 01-1239 § 1 (CMC §27103.6); Ordinance No. 21-2104
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Priscilla Palma, Division Secretary x1787
Support Staff:	Vacant

		Appointed	Term Expires
Allen, Jeffrey (LDH)		12-03-24	11-30-26
Arnold, Keith (LDH)		12-03-24	11-30-26
Flinton, Lawrence (AR)		08-06-24	11-30-26
Dacus, Samuel (LDH)		12-03-24	11-30-26
Dorsey, Donnie (CH)		12-06-22	11-30-26
Lewis, Prentiss (JH)		04-04-23	11-30-26
Rivers, Angela (LDH)		12-03-24	11-30-26
Romero, Heidi (LDH)**		12-03-24	11-30-26
Cogut, Louis (JD)		12-03-24	11-30-26
Wilson, Michael (LDH)	Alt. 1	12-03-24	11-30-26
Brown, Randy (LDH)	Alt. 2	12-03-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[8] Public Works Commission*

Established by:	Ordinance No. 99-1181 § 2 (CMC § 2798.6)
Membership:	9 members; 3 alternates
Qualification:	Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	2nd Monday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Gilbert Marquez, Principle City/Civil Engineer x1813
Support Staff:	Taelour C. James, Division Secretary x1801

		Appointed	Term Expires
Vacant (AR)			11-30-26
Calhoun, James (JD)		12-03-24	11-30-26
Fe'esago, Uli (LDH)		12-03-24	11-30-26
McNichols, Ryan (LDH)		12-03-24	11-30-26
Howard, Kobii (LDH)		12-03-24	11-30-26
Benson, Melvin (CH)		07-18-23	11-30-26
Nweke, Chike (LDH)**		12-03-24	11-30-26
Martin, Jr., Marion (LDH)		12-03-24	11-30-26
Todd Griffin, Kellie (JH)		01-07-25	11-30-26
Obiora, Emmanuel (LDH)	Alt. 1	12-03-24	11-30-26
Brown, Randy (LDH)	Alt. 2	12-03-24	11-30-26
Fields, Brandon (LDH) Pending	Alt. 3	06-17-25	11-30-26

[9] Senior Citizens Advisory Commission*

Established by:	Ordinance No. 97-1119, § 1 (CMC § 2799.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 50 years of age at the time of appointment.
Meetings:	2nd Monday, 4:00 p.m. (Community Center, Carson/Dominguez room)
Staff Liaison:	Mike Whittiker Jr., Dir. of Comm. Srvs. x1780; Dani Cook, Human Srvs. Supv. X04/04/2
Support Staff:	Brenda Reed, Senior Clerk x1775;

		Appointed	Term Expires
Graves, Shirley (LDH)**		12-03-24	11-30-26
Lopez, Delia (LDH)		12-03-24	11-30-26
Leverette, Ernestine (AR)		05-06-25	11-30-26
Dunn, Linda (LDH)		12-03-24	11-30-26
Bates, Billye (LDH)		12-03-24	11-30-26
Patterson, Patricia (LDH)		12-03-24	11-30-26
Ronquillo, Myrna (JD)		12-03-24	11-30-26
Ruiz-Raber, Julie (CH)		12-06-22	11-30-26
Seymore, Dr. Vergie (JH)		04-04-23	11-30-26
Simpson-Lott, Darlene (LDH)		12-03-24	11-30-26
Walker, Itelia (LDH)		12-03-24	11-30-26
Brown, LaRhonda (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Davis, Pauline (LDH)	Alt. 3	12-03-24	11-30-26

[10] Veterans Affairs Commission*

Established by:	Ordinance No. 99-1154, § 1 (CMC § 27102.6)
Membership:	11 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Monday, 6:00 p.m. (Veterans SportsComplex - Activity Room)
Staff Liaison:	Kisheen Tulloss, Council Aide x1711
Support Staff:	Mikala Multiauaopele, Division Secretary x3557

		Appointed	Term Expires
Batucal, Arthur (JH)		04-04-23	11-30-26
Boyd, Robert (JD)		12-03-24	11-30-26
Branch, Jr., Roger (LDH)		12-03-24	11-30-26
Da Silva, Manuel (LDH)		12-03-24	11-30-26
Raber, Brian (CH)		12-06-22	11-30-26
Salomon, Emmanuel (LDH)		12-03-24	11-30-26
Mosequera, Nemie P. (LDH)**		12-03-24	11-30-26
Woods, Richard (LDH)		12-03-24	11-30-26
Woods, Thomas (LDH)		12-03-24	11-30-26
Seay, Al (LDH)		12-03-24	11-30-26
Wilvert, Karl (AR)		12-06-22	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[11] Women's Issues Commission*

Established by:	Ordinance No. 02-1246, § 1 (CMC § 27106.6)
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson or work in the City of Carson during their tenure on the Commission and shall be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	4th Monday, 6:00 p.m. (City Manager Conference Room)
Staff Liaison:	Ravynne Staine, Council Aide x1733
Support Staff:	Vacant

		Appointed	Term Expires
Dela Cruz-Manio, Connie (LDH)		12-03-24	11-30-26
Fielder, Yolanda (LDH)		12-03-24	11-30-26
Fields-Robinson, Dr. Leandrea (LDH)**		12-03-24	11-30-26
Foster, Carolyn (LDH)		12-03-24	11-30-26
Koons, Fe (JD)		12-03-24	11-30-26
Odom Houze, Susan (JH)		04-04-23	11-30-26
Price, Dr. Greta (AR)		12-06-22	11-30-26
Williams, Maria (CH)		12-03-24	11-30-26
Tresvant, Sheila (LDH)		12-03-24	11-30-26
Graves, Keichun (LDH)	Alt. 1	12-03-24	11-30-26
Mackson, Monique (LDH)	Alt. 2	12-03-24	11-30-26
Johnson, Veronica (LDH)	Alt. 3	12-03-24	11-30-26

[12] Youth Commission*

Established by:	Ordinance No. 98-1132, § 1 (CMC § 27100.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 13, but not more than 18 years of age at the time of appointment.
Meetings:	2nd Wednesday, 7:00 p.m. (Executive Conference Room)
Staff Liaison:	Brian Legaspi, Council Aide x1721
Support Staff:	Vacant

		Appointed	Term Expires
Mitchell, Hannah (LDH)		06-06-24	06-30-25
Moore, Joshua (JH)		06-06-24	06-30-25
Redway, Khristopher (LDH)		06-06-24	06-30-25
Estrada, Juan (LDH)		06-06-24	06-30-25
Villasana, Andrea (JD)		12-03-24	06-30-25
Mitchell, Jazcidi (LDH)		12-03-24	06-30-25
Colson, Lewis (LDH)**		06-06-24	06-30-25
Smith, Zoey (CH)		06-06-24	06-30-25
Williams, Liv (LDH)		06-06-24	06-30-25
Homna, Kayla (AR)		01-07-25	06-30-26
Macias, Lea (LDH)		01-07-25	06-30-26
Vacant (LDH)	Alt. 1		06-30-26
Vacant (LDH)	Alt. 2		06-30-26
Vacant (LDH)	Alt. 3		06-30-26

II. BOARDS & COMMITTEES

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[13] Measure C and Measure K Budget Oversight Committee

Established by:	Ordinance No. 09-1423 (CMC §61119); Amended by Resolution No. 19-027; Amended by Resolution No. 21-030
Membership:	5 members; 2 alternates
Qualification:	Resident of the City of Carson.
Meetings:	2nd Tuesday, 6:30p.m. (Community Center)
Staff Liaison:	William Jefferson, Director of Finance x1756
Support Staff:	Vicki Hernandez, Senior Clerk x1744

		Appointed	Term Expires
Dorsey-Reeves, Vera (CH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (AR)		05-06-25	11-30-26
Hunter, Cynthia (LDH)		04-04-23	11-30-26
Momoli, Nora (JD)		12-03-24	11-30-26
Hemphill, Dr. Afia (JH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Bradley, Tina (LDH) Pending	Alt. 2	06-17-25	11-30-26

[14] Mobilehome Park Rental Review Board*

Established by:	Ordinance No. 79-485U. §4702: § 607 of the Citv Charter
Membership:	7 members (2 resident homeowners, 2 park owners, 3 at-large who are residents of the City and not homeowners, park owners, landlords, property managers or tenants in multifamily housing); 8 alternates (2 resident homeowners, 2 park owners, 4 at-large)
Qualification:	See membership.
Meetings:	2nd and 4th Wednesday, 6:30 p.m. (City Council Chambers)
Staff Liaison:	Tara Matthew, Interim Housing Program Manager x1708
Support Staff:	Sandy Solis, Division Secretary x1325

		Appointed	Term Expires
Vacant (JH)	At-large		11-30-26
Valdez, Daniel (JD)	At-large	12-03-24	11-30-26
Vacant (AR)	At-large		11-30-26
Clark Harris, Dr. Alice (LDH)	At-large Alt. [1]	04-04-23	11-30-26
Muhammad, Nafis (LDH)	At-large Alt. [2]	04-04-23	11-30-26
Perez, Karey (LDH)	At-large Alt. [3]	04-04-23	11-30-26
Hayes, Phyllis (LDH)	At-large Alt. [4]	04-04-23	11-30-26
Dzikowski, Barbara (LDH)	Park owner	04-04-23	11-30-26
Forbath, Susy (LDH)	Park owner	04-04-23	11-30-26
Horton, Maria (LDH)	Park owner Alt. [1]	04-04-23	11-30-26
Kleege, Robert Bruce (LDH)	Park owner Alt. [2]	03-04-25	11-30-26
Gonzalez, Leonor (LDH)**	Resident homeowner	11-21-23	11-30-26
King, Tom (CH)	Resident homeowner	01-17-23	11-30-26
Davis, William (LDH)	Resident homeowner Alt. [1]	04-04-23	11-30-26
Richardson, Sheila (LDH)	Resident homeowner Alt. [2]	08-06-24	11-30-26

[15] Relocation Appeals Board

Established by:	Ordinance No. 74-313 (CMC § 21004)
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson.
Meetings:	Only when necessary
Staff Liaison:	Saied Naaseh, Director of Community Development x1770
Support Staff:	Sandy Solis, Economic Development Liaison x1325

		Appointed	Term Expires
Batucal, Dennis (LDH)		04-04-23	11-30-26
Evans, Linda (LDH)		04-04-23	11-30-26
Tate, Dorothy (LDH)**		01-23-24	11-30-26
Guray, Jr., Tancredo "Jun" (JD)		12-03-24	11-30-26
Witherspoon, Murphy (LDH)		01-07-25	11-30-26
Anson, Jr., Oscar (LDH)		01-23-24	11-30-26
Vacant (CH)			11-30-26
[Vacant] (JH)			11-30-26
Vacant (AR)			11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Morrison, Chris (LDH)	Alt. 2	12-03-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26

III. SPECIAL COMMITTEE

[16] General Plan Advisory Committee

Established by Minute Action 10-03-17; Amended by Resolution No. 19-029; Amended by Resolution No. 21-031
Membership: 7 members; 2 alternates
Meetings: Only when necessary
Staff Liaison: McKina Alexander, Senior Planner x1326
Support Staff: Planning Technician x1327

		Appointed	Term Expires
Mayor Lula Davis-Holmes (LDH)		04-04-23	11-30-26
Councilmember Jim Dear (JD)		12-03-24	11-30-26
Brimmer, Charlotte (LDH)**		04-04-23	11-30-26
Dudley-Kimble, Monica (CH)		04-04-23	11-30-26
Gonzalez, Leonor (AR)		04-04-23	11-30-26
Hamilton, Dr. John (JH)		04-04-23	11-30-26
Sheriff Department Representative (LDH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (LDH)	Alt. 1	04-04-23	11-30-26
Lott, Aminika (LDH)	Alt. 2	04-04-23	11-30-26

IV. SPECIAL BOARD

[17] Carson Reclamation Joint Powers Authority (CRJPA)

Established by Resolution No. 15-01-CRJPA; Resolution No. 21-02-CRJPA
Membership: 5 members
Meetings: 1st Monday, 4:00 p.m. (Helen Kawagoe Council Chambers)
Staff Liaison: John Raymond, Executive Director x1773
Support Staff: Sylvia Rubio, Executive Assistant x1318

	Appointed	Term Expires
Authority Chair Lula Davis-Holmes	06-07-21	06-07-26
Vice Chair Cedric Hicks	06-07-21	06-07-26
Board Member Ray Aldridge, Jr.	01-26-21	01-26-26
Board Member Lillian Hopson	01-21-21	01-21-26
Board Member Dianne Thomas	01-21-21	01-21-26

V. COUNCIL SUB-COMMITTEES

[18] Bingo/Fireworks/Refuse Ad Hoc Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Councilmember Rojas	12-03-24

[19] Community Development/Housing/Logistics & Transit Standing Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Pro Tempore Hicks, Sr.	06-01-21
Councilmember Dr. Hilton	06-01-21

[21] Legislative Ad Hoc Committee
Established by Minute Order 02-16-21

	Appointed
Mayor Pro Tempore Hicks, Sr.	12-03-24
Councilmember Dr. Hilton	12-03-24

[22] City Hall/Community Center Renovation Ad Hoc Committee
Established by Minute Order 01-26-21

	Appointed
Mayor Davis-Holmes	01-26-21
Councilmember Dr. Hilton	01-26-21

[23] Economic Development/E-Commerce Ad Hoc Committee
Established by Minute Order 03-02-21

	Appointed
Mayor Davis-Holmes	03-02-21
Mayor Pro Tempore Hicks, Sr.	03-02-21

[24] Conditional Use Permit Ad Hoc Committee
Established by Minute Order 04-05-22

	Appointed
Mayor Davis-Holmes	04-05-22
Councilmember Dr. Hilton	04-05-22

[25] Housing Ad Hoc Committee
Established by Minute Order 03-16-21

	Appointed
Councilmember Dr. Hilton	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[26] Diversity, Equity and Inclusion Ad Hoc Committee
Established by Minute Order 09-07-21

	Appointed
Councilmember Dr. Hilton	09-07-21
Councilmember Rojas	03-01-22

[27] Standard Management Procedures and Special Events Ad Hoc Committee
Established by Minute Order 01-04-22

	Appointed
Mayor Davis-Holmes	01-04-22
Councilmember Dr. Hilton	01-04-22

[28] Cell 2 Settlement Ad Hoc Committee
Established by Minute Order 02-07-22 (Carson Reclamation Authority)

	Appointed
Authority Chair Lula Davis-Holmes	02-07-22
Board Member Dianne Thomas	02-07-22

[29] School Safety Ad Hoc Committee
Established by Minute Order 02-15-22

	Appointed
Councilmember Dr. Hilton	12-03-24
Councilmember Rojas	12-03-24
Captain Jones Norman	12-03-24

[30] Carson Finance and Audit Committee
Established by Minute Order 06-20-23

	Appointed
Mayor Davis-Holmes	06-20-23
Councilmember Rojas	06-20-23
Mayor Pro Tempore Hicks, Sr.	02-18-24

[31] Short-Term Rentals Ad Hoc Committee
Established by Minute Order 03-02-21
Established by Minute Order 10-03-23

	Appointed
Mayor Davis-Holmes	10-03-23
Councilmember Dr. Hilton	10-03-23

[32] Special Event Ad Hoc Committee
Established by Minute Order 06-06-24

	Appointed
Mayor Davis-Holmes	06-06-24
Councilmember Dr. Hilton	06-06-24

[33] LA '28 Olympics Ad Hoc Committee
Established by Minute Order 07-16-24

	Appointed
Mayor Davis-Holmes	07-16-24

Councilmember Dr. Hilton	07-16-24

[34] Refinery Ad Hoc Committee
Established by Minute Order 12-03-24

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[35] Grocery Store Ad Hoc Committee
Established by Minute Order 06-18-24

		Appointed
Councilmember Dr. Hilton	Member	06-18-24
Mayor Pro Tempore Hicks, Sr.	Member	06-18-24

[36] Gil Smith Memorial Ad Hoc Committee
Established by Minute Order 01-07-25

	Appointed
Mayor Davis-Holmes	01-07-25
Councilmember Dr. Hilton	01-07-25

VI. CITY AFFILIATED ORGANIZATIONS

[37] California Contract Cities Association

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	12-03-24
Mayor Davis-Holmes	Alt.	12-03-24

[38] Clean Power Alliance
Ord. No. 17-1633; LACCE Joint Powers Agreement (Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	11-15-22
Councilmember Rojas	Alt. 1	12-03-24
Staff Member Reata Kulcsar	Alt. 2	11-15-22

[39] County of Los Angeles Public Library Commission

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24

[40] County Sanitation Districts of Los Angeles (Dist. No. 8)*
Automatic designation of Mayor as Delegate per Health and Safety Code Section 4730. City Council as governing body, must select an alternate to act in place of presiding officer (Mayor) in absence, inability, or refusal to act.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alternate	12-03-24

[41] Greater Los Angeles County Vector Control District (Formerly SE Mosquito Abatement)*

The District's governing power is vested in its 35 members of the Board of Trustees. One trustee is appointed by each of the 34 cities and the County Board of Supervisors appoints one to represent unincorporated areas of Los Angeles County. To be appointed, the member must reside in and be a resident voter of the representative city (or county for county member) in the District. Board member duties and responsibilities include setting policy, establishing the budget, approving expenditures, and retaining legal counsel. The vector Trustee appointment and term are governed by the State Health and Safety Code and begin and end on the first Monday in January. Additionally, the State Health and Safety Code does not allow for alternate members to be appointed.

		Appointed	Term Expires
Councilmember Dear	Delegate	01-26-21 (effective 01-03-22)	01-05-26

[42] L.A. County City Selection Committee

Per Government Code Section 50270, the membership of each such City Selection Committee shall consist of the Mayor of each city within the county. Members of the LA County City Selection Committee include the Mayor of each city within Los Angeles County. Each city appoints an elected official as a delegate to the City Selection Committee; it usually is the Mayor. The term of office for each Member of the LA County City Selection Committee coincides with City Mayor terms, and the Committee meets three or four times a year, at the call of the Chairman. Their duties are to appoint City representatives to such Boards, Commissions and Agencies as may be required by law, i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County (North County/San Fernando Valley, San Gabriel Valley, Southeast Long Beach and Southwest Corridor) shall meet as a Sector Subcommittee. Each candidate with a majority weighted vote will then be nominated from that Sector for consideration for appointment to the MTA.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alt.	01-23-24

[43] League of California Cities

		Appointed
Councilmember Rojas	Delegate	03-01-22
Councilmember Dr. Hilton	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[44] League of California Cities (Los Angeles Co. Division)

		Appointed
Councilmember Dr. Hilton	Delegate	12-03-24
Councilmember Rojas	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[45] National League of Cities

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Councilmember Rojas	Alt. 1	12-03-24
Councilmember Dr. Hilton	Alt. 2	12-03-24

[46] South Bay Cities Council of Govts (Joint Powers Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Mayor Davis-Holmes	Alt.	12-03-24

[47] South Bay Workforce Investment Board

		Appointed	Term Expires
Ted Cordova	Member	06-18-24	06-30-28
Jeffrey Jennison	Member	06-18-24	06-30-28
Janice Jimenez	Member	07-01-21	06-30-25
Tamala Lewis	Member	07-01-19	06-30-23
Tami Lorenzen-Fanselow	Member	07-01-19	06-30-23

[48] Southern California Association of Governments (SCAG)

		Appointed
Councilmember Dr. Hilton	Delegate	01-26-21
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	12-03-24

[49] U.S. Conference of Mayors

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Rojas	Alt. 1	03-01-22
Mayor Pro Tempore Hicks, Sr.	Alt. 2	01-26-21

[50] West Basin Water Association

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24
Mayor Pro Tempore Hicks, Sr.	Alt.	01-26-21