

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



**TUESDAY, JANUARY 21, 2025
701 East Carson Street
City Hall**

5:00 PM

Lula Davis-Holmes, Mayor

Jawane Hilton, Mayor Pro Tem and District 1 Councilmember

Cedric L. Hicks, Sr., 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)

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 tools for forging sound decisions*

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. The cut-off time to submit any written communications is 3:00 p.m. on the day of the meeting. Written comments dropped off at the City Clerk's Office or any email received will not be read aloud at Council Meeting but will be circulated to the City Council and incorporated into the record.

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

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

1. PASTOR REGINALD SAYLOR FROM NEW HOLY TEMPLE CHURCH OF GOD OF CHRIST

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 - 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 2 case(s)
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: 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.
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 AME, CPSA, and, AFSCME Local 809 and 1017 as well as Unclassified Management.

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) (Item 5)

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

PRESENTATIONS (Items 6 - 10)

6. PROCLAMATION RECOGNIZING MARTIN LUTHER KING JR. DAY (1/20/25)
7. INTRODUCTION OF NEW CAL STATE DOMINGUEZ HILLS INTERNS
8. KEY TO THE CITY PRESENTATION TO JOHN SINGSON IN RECOGNITION OF HIS DISTINGUISHED COMMUNITY SERVICE, ENTREPRENEURSHIP, AND LEADERSHIP IN THE CITY OF CARSON
9. PROCLAMATION AND CERTIFICATE OF RECOGNITION TO ANSCHUTZ ENTERTAINMENT GROUP AND THE LOS ANGELES GALAXY CELEBRATING THEIR WESTERN CONFERENCE CHAMPIONSHIP AND MAJOR LEAGUE SOCCER CUP CHAMPIONSHIP FOR THE 2024 SEASON
10. PRESENTATION FROM Z&K CONSULTANTS, INC. ON PROPOSED CIVIC CENTER REDEVELOPMENT SPECIFIC PLAN PROCESS

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 more than 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 11)

11. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY MINUTES: JANUARY 7, 2025 (CITY COUNCIL)
RECOMMENDED ACTION
— APPROVE the minutes as listed.

CONSENT (Items 12 - 27)

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.

12. CONSIDER APPROVAL OF RESOLUTION 25-014 TO AUTHORIZE A LEGISLATIVE SUBPOENA FROM THE CITY OF CARSON TO PHILLIPS 66 COMPANY (CITY COUNCIL)
RECOMMENDED ACTION
— 1. APPROVE Resolution 25-014 and the related Legislative Subpoena.

13. CONSIDER AWARDING A CONTRACT SERVICES AGREEMENT TO Z&K CONSULTANTS, INC. TO DEVELOP A SPECIFIC PLAN FOR THE CARSON CIVIC CENTER AND ADOPT RESOLUTION NO. 25-007 AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS, AND AMENDING THE FISCAL YEAR 2024-25 CAPITAL IMPROVEMENT PROGRAM TO INCORPORATE PROJECT NO. PW1796 - CARSON CIVIC CENTER REDEVELOPMENT (CITY COUNCIL)
RECOMMENDED ACTION

- 1. AWARD and APPROVE a Contract Services Agreement to Z&K Consultants, Inc. for the development of a Carson Civic Center Specific Plan, at a not-to-exceed sum of \$550,000 for the contract term; and
- 2. AUTHORIZE the Mayor to execute the Z&K Consultants, Inc. Contract Services Agreement, following approval as to form by the City Attorney; and
- 3. ADOPT Resolution No. 25-007 "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS, AND AMENDING THE FISCAL YEAR 2024-25 CAPITAL IMPROVEMENT PROGRAM TO INCORPORATE PROJECT NO. PW1796 - CARSON CIVIC CENTER REDEVELOPMENT"

14. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF CARSON AND CBJ, LP DBA LOS ANGELES BUSINESS JOURNAL (CITY COUNCIL)
RECOMMENDED ACTION

- 1. APPROVE the proposed Amendment No. 1 between the City of Carson and CBJ, LP DBA Los Angeles Business Journal.
- 2. AUTHORIZE the Mayor to execute the Amendment following approval as to form by the City Attorney.

15. CONSIDER ADOPTING RESOLUTION NO. 25-01-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$43,476.98, DEMAND CHECK NUMBERS HA-002022 THROUGH HA-002028 (CITY COUNCIL)
RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 25-01-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$43,476.98, DEMAND CHECK NUMBERS HA-002022 THROUGH HA-002028".

16. CONSIDER ADOPTING RESOLUTION NO. 25-008, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,379,449.46, DEMAND CHECK NUMBERS 177061 THROUGH 177123 FOR GENERAL DEMAND (CITY COUNCIL)
RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 25-008, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,379,449.46, DEMAND CHECK NUMBERS 177061 THROUGH 177123 FOR GENERAL DEMAND".

17. CONSIDER ADOPTING RESOLUTION NO. 25-01-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$34,871.88, DEMAND CHECK NUMBERS SA-001939 THROUGH SA-001940 (CITY COUNCIL)
RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution NO. 25-01-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$34,871.88, DEMAND CHECK NUMBERS SA-001939 THROUGH SA-001940".

18. CONSIDER APPROVAL OF RESOLUTION NO. 25-003 TO INCREASE THE AVAILABLE FUNDS OF THE REVOLVING FUND FOR TRAVEL/CONFERENCES (CITY COUNCIL)

RECOMMENDED ACTION

- WAIVE further reading and ADOPT Resolution No. 25-003, " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, INCREASING THE AMOUNT OF THE REVOLVING FUND

19. CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF NOVEMBER AND DECEMBER 2024 PER ORDINANCE 24-2401 (CITY COUNCIL)

RECOMMENDED ACTION

- RECEIVE and FILE this information.

20. 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)

RECOMMENDED ACTION

- 1. APPROVE Amendment No. 1 to add products and services to the Scope of Services for an additional amount of \$113,740.31 thereby increasing the total not to exceed contract sum to \$333,674.85.
- 2. AUTHORIZE the Mayor to execute the agreement, following approval as to form by the City Attorney.

21. CONSIDER APPROVING AN INCREASE TO THE LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL (LADACC) CONTRACT (C19-104) AND ADOPTION OF RESOLUTION NO. 25-002, APPROVING THE BUDGET TRANSFER IN FISCAL YEAR 2024-2025 IN THE PUBLIC SAFETY BUDGET TO INCREASE THE ANIMAL CONTROL CONTRACT BUDGET (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE an increase to the Animal Care and Control (LADACC) contract.
- 2. ADOPT Resolution No. 25-002, A RESOLUTION OF THE CARSON CITY COUNCIL APPROVING THE FISCAL YEAR 2024-2025 BUDGET TRANSFER FOR PUBLIC SAFETY TO INCREASE CONTRACT BUDGET FOR THE ANIMAL CONTROL CONTRACT (C-19-104) BY \$270,000.

22. CONSIDER (1) ADOPTING RESOLUTION NO. 25-001 AMENDING THE FISCAL YEAR 2024/25 BUDGET AND (2) APPROVING A CONTRACT WITH R3 PAINTING, FOR REPAIRS TO THE DEL AMO PARK MAIN BUILDING FLOORS FUNDED BY A LOS ANGELES COUNTY PROPOSITION A MAINTENANCE & SERVICING ALLOCATIONS GRANT ON A REIMBURSEMENT BASIS (CITY COUNCIL)

RECOMMENDED ACTION

- 1. ADOPT Resolution No. 25-001, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2024-25 GENERAL FUND AND SPECIAL REVENUE BUDGET";
- 2. APPROVE the attached Public Works Agreement between the City of Carson and R3 Painting (Exhibit No. 2; "Agreement");
- 3. AUTHORIZE the Mayor and/or City Manager to execute the Agreement following approval as to form by City Attorney; and
- 4. AUTHORIZE the City Manager, or designee, to submit and execute all documents necessary to ensure and obtain RPOSD reimbursement to the City for the Agreement work out of the Proposition A Maintenance & Servicing grant funding.

23. CONSIDER (1) APPROVING AN AGREEMENT WITH HERK EDWARDS INC. FOR REMOVING AND INSTALLING BLEACHERS AT VETERANS SPORTCOMPLEX AND (2) APPROVING A PURCHASE AGREEMENT WITH HERK EDWARDS INC. FOR PURCHASE OF NEW BLEACHERS, FUNDED BY A LOS ANGELES COUNTY MEASURE A ANNUAL ALLOCATION FUNDING GRANT ON A REIMBURSEMENT BASIS; AND (3) ADOPTING RESOLUTION NO. 25-009 AMENDING THE FISCAL YEAR 2024/2025 BUDGET (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE the attached Public Works Agreement between the City of Carson and Herk Edwards Inc. (Exhibit No. 2; "Public Works Agreement");
- 2. AUTHORIZE the Mayor and/or City Manager to execute the Public Works Agreement following approval as to form by City Attorney;
- 3. APPROVE the attached Purchase Agreement between the City of Carson and Herk Edwards, Inc., pursuant to CMC Section 2611(g) (Cooperative Purchasing bidding exemption) and Sourcewell Contract #081523-HSC (Exhibit No. 3; "Purchase Agreement"); and
- 4. AUTHORIZE the Mayor and/or City Manager to execute the Purchase Agreement following approval as to form by City Attorney; and
- 5. AUTHORIZE the City Manager or designee to submit and execute all documents necessary to ensure and obtain RPOSD reimbursement to the City for the Public Works Agreement and Purchase Agreement out of the Proposition A Annual Allocation Grant funding.
- 6. ADOPT Resolution No. 25-009, "A RESOLUTION OF THE CITY COUCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2024/2025 BUDGET IN THE SPECIAL REVENUE FUNDS";

24. CONSIDER AWARDING A CONTRACT TO SOCAL SURFACES, INC. FOR THE RESURFACING OF VARIOUS OUTDOOR COURTS ALONG WITH THE CONVERSION OF TENNIS COURTS TO PICKLEBALL COURTS (CITY COUNCIL)

RECOMMENDED ACTION

- 1. AWARD and APPROVE the Public Works Agreement with SoCal Sports Surfaces Inc. to provide resurfacing of various outdoor courts and conversion to pickleball courts in a not-to-exceed amount of \$383,875.00 (Exhibit No. 1; "Agreement").
- 2. AUTHORIZE the Mayor to execute the Agreement following approval as to form by the City Attorney.

25. CONSIDER ADOPTION OF RESOLUTION NO. 25-010, A RESOLUTION OF THE CARSON CITY COUNCIL APPROVING A BUDGET TRANSFER IN FISCAL YEAR 2024-25 FROM THE GENERAL FUND TO INCREASE THE TRANSTECH ENGINEERS, INC. CONTRACT BUDGET FOR THE FISCAL YEAR AND APPROVAL OF PROPOSED AMENDMENT NO. 2 TO THE AGREEMENT WITH TRANSTECH ENGINEERS, INC. TO PROVIDE BUILDING AND SAFETY SERVICES FOR THE CITY OF CARSON (CITY COUNCIL)

RECOMMENDED ACTION

- ADOPT Resolution No. 25-010, "A RESOLUTION OF THE CARSON CITY COUNCIL APPROVING A BUDGET TRANSFER IN THE FISCAL YEAR 2024-25 BUDGET FROM THE GENERAL FUND TO INCREASE THE TRANSTECH ENGINEERS, INC. CONTRACT BUDGET FOR THE FISCAL YEAR";
- APPROVE Amendment No. 2 to the agreement with Transtech Engineers, Inc., to provide building and safety services for the City of Carson increasing the not-to-exceed amount from \$8,000,000 to \$25,000,000 for a 5-year term expiring in June 20, 2028; AND
- AUTHORIZE the Mayor to execute the amendment, following approval as to form by the City Attorney.

26. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO TOTUM CORP AND FCG CONSULTANTS AGREEMENTS TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE Amendment No. 1 with Totum Corp. for Construction Management Construction Inspection services increasing the contract sum by \$400,000 for a total contract sum of \$882,635.00.
- 2. APPROVE Amendment No. 1 with FCG Consultants Corp. for Construction Management Construction Inspection services increasing the contract sum by \$400,000 for a total contract sum of \$882,635.00.
- 3. AUTHORIZE the Mayor to execute contract Amendment No. 1 with Totum Corp. following approval as to form by the City Attorney.
- 4. AUTHORIZE the Mayor to execute contract Amendment No. 1 with FCG Consultants Corp. following approval as to form by the City Attorney.

27. CONSIDER THE APPROVAL AND RATIFICATION OF AGREEMENT FOR SALE OF CREDITS FOR THE REQUIRED MITIGATION MEASURE FOR PROJECT 675 - SEPULVEDA BRIDGE WIDENING PROJECT (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE and RATIFY the Agreement for Sale or Credits between Land Veritas Corp. and the City of Carson for the purchase of credit for \$50,000.
- 2. AUTHORIZE and RATIFY execution of the Agreement with Land Veritas Corp. by the Public Works Director following approval as to form by the City Attorney.

SPECIAL ORDERS OF THE DAY

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.

DISCUSSION (Item 28 - 32)

28. CONSIDER INTRODUCING ORDINANCE NO. 25-2501, AN ORDINANCE ADDING SECTION 3251.11 (ELECTRIC VEHICLE PARKING SPACES AND RESTRICTIONS) TO PART 6 (PARKING REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF THE CARSON MUNICIPAL CODE TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO DESIGNATE ELECTRIC VEHICLE PARKING SPACES IN OFFSTREET PARKING FACILITIES OWNED AND OPERATED BY THE CITY, AND TO ESTABLISH PARKING RESTRICTIONS APPLICABLE TO SUCH DESIGNATED SPACES (CITY COUNCIL)

RECOMMENDED ACTION

- INTRODUCE for first reading, by title only and with full reading waived, Ordinance No. 25-2501, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING SECTION 3251.11 (ELECTRIC VEHICLE PARKING SPACES AND RESTRICTIONS) TO PART 6 (PARKING REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF THE CARSON MUNICIPAL CODE TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO DESIGNATE ELECTRIC VEHICLE PARKING SPACES IN OFFSTREET PARKING FACILITIES OWNED AND OPERATED BY THE CITY, AND TO ESTABLISH PARKING RESTRICTIONS APPLICABLE TO SUCH DESIGNATED SPACES."

29. CONSIDER INTRODUCTION AND FIRST READING, BY TITLE ONLY, OF ORDINANCE NO. 25-2502, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 63134 (MASSAGE PARLORS), SECTION 63134.4 (SAME – EXCEPTION) AND SECTION 63135 (MASSAGE TECHNICIANS) OF PART 5 (BUSINESSES, PROFESSIONS, TRADES AND OCCUPATIONS REQUIRING A PERMIT) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF THE CARSON MUNICIPAL CODE TO EXPRESSLY EXCLUDE BODY SCULPTING FROM DEFINITION OF MASSAGE" (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and introduce for first reading Ordinance No. 25-2502

30. CONSIDER A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, WEST BASIN MUNICIPAL WATER DISTRICT, THE SOUTH BAY WORKFORCE INVESTMENT BOARD, AND THE CITY OF CARSON TO OUTLINE HOW THE PARTIES WILL COLLABORATE TO PROVIDE WORKFORCE DEVELOPMENT OUTREACH THROUGH EQUITABLE ACCESS TO JOB OPPORTUNITIES AND CAREER PATHWAYS TO COMMUNITY MEMBERS OF CARSON, INCLUDING K-12 PATHWAY OUTREACH, INFORMATION SESSIONS, AND INTERNSHIP OPPORTUNITIES THAT PROVIDE INDUSTRY AWARENESS AND WORK READINESS SKILLS (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, WEST BASIN MUNICIPAL WATER DISTRICT, THE SOUTH BAY WORKFORCE INVESTMENT BOARD, AND THE CITY OF CARSON TO OUTLINE HOW THE PARTIES WILL COLLABORATE TO PROVIDE WORKFORCE DEVELOPMENT OUTREACH THROUGH EQUITABLE ACCESS TO JOB OPPORTUNITIES AND CAREER PATHWAYS TO COMMUNITY MEMBERS OF CARSON, INCLUDING K-12 PATHWAY OUTREACH, INFORMATION SESSIONS, AND INTERNSHIP OPPORTUNITIES THAT PROVIDE INDUSTRY AWARENESS AND WORK READINESS SKILLS
- 2. AUTHORIZE the Mayor to execute the Agreement electronically in a form acceptable to the City Attorney

31. CONSIDER ADOPTING URGENCY ORDINANCE 25-2503U AND CONSIDER APPROVING RESOLUTION 25-011 TO SUPPORT THE RELIEF AND RECOVERY EFFORT IN RESPONSE TO THE JANUARY 2025 FIRES IN THE LOS ANGELES AREA (CITY COUNCIL)

RECOMMENDED ACTION

- 1. ADOPT, by a two-thirds affirmative vote of the City Council, Ordinance 25-2503U, "AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, STATE OF CALIFORNIA, SUSPENDING MUNICIPAL CODE SECTION 93162.3 FOR THE DURATION OF THIS ORDINANCE"
- 2. APPROVE Resolution 25-011

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)

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 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

ORDINANCE SECOND READING

MEMORIAL ADJOURNMENTS

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

ADJOURNMENT

Date Posted: January 16, 2025



File #:

Version:

Report to City Council, Successor Agency, and Housing Authority

Tuesday, January 21, 2025, 5:00 PM

APPROVAL OF MINUTES 11.

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 MINUTES: JANUARY 7, 2025 (CITY COUNCIL)

I. SUMMARY

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

- Tuesday, January 7, 2025 (Regular)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, January 7, 2025 (Regular)

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

Attachments

[Minutes - CC Reg Mtg 01-07-25.pdf](#)



CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/ SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING JANUARY 7, 2025 5:00 P.M.

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

The meeting was called to order at 5:04 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Jawane Hilton 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, Dr. Jawane Hilton, Council Member/Agency Member/Authority Board Member Jim Dear, and Council Member/Agency Member/Authority Board Member Cedric Hicks, Sr.

Council Members/Agency Members/Authority Board Members Absent:

Council Member/Agency Member/Authority Board Member Arleen Rojas (Entered at 5:07 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; Saied Naaseh, Director of Community Development; Michael Whittiker, Jr.,

Director of Community Services; 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

FLAG SALUTE

Council Member/Agency Member/Authority Board Member Dear led the Pledge of Allegiance.

INVOCATION (Item 1)

1. PASTOR VADA HEDGEMAN FROM REACH THE CITY CHURCH-

Pastor K. W. Tulloss gave the invocation.

CLOSED SESSION (Items 2 - 4)

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 title of such litigation is 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: No reportable action was taken.

3. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 54957.6, with City Manager, Assistant City Manager, and Human Resources Officer, its negotiators, regarding labor negotiations with AME, CPSA, and, AFSCME Local 809 and 1017 as well as Unclassified Management.

ACTION: No reportable action was taken.

4. 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 five cases.

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 5:10 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton to Closed Session.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)- 6:07 PM

3. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)-

4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)- 6:02 PM

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

The meeting was reconvened at 6:46 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton with all members previously noted present except Rojas absent.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

City Manager Roberts, Jr. gave the Closed Session Report.

INTRODUCTIONS (MAYOR) (Items 5 - 6)

5. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:48 PM

Captain Norman wished everyone a Happy New Year.

She thanked Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton for meeting with her and looks forward to meeting with Council Member Rojas and Council Member Dear.

She summarized the recent law enforcement activities and crime statistics.

Mayor and City Council wished Captain Norman a Happy New Year.

6. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE - 6:51 PM

Acting Assistant Chief Kane summarized the Public Safety Report for the month of December and Year-End Report for 2024.

Council Member/Agency Member/Authority Board Member Dear asked that Acting Assistant Chief Kane express his thanks to the firehouse.

PRESENTATIONS (Items 7 - 9)

(Council Member/Agency Member/Authority Board Member Rojas reentered the meeting.)

7. CERTIFICATE OF APPRECIATION TO SUNNY SOLTANI AND ALESHIRE & WYNDER, LLP ON BEING RECOGNIZED BY THE DAILY JOURNAL AS A TOP BOUTIQUE LAW FIRM- 6:53 PM

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked City/Agency/Authority Attorney Sunny Soltani for her tireless work for the City. City/Agency/Authority Attorney Soltani was recognized by The Daily Journal as a Top Boutique Law Firm.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read the Certificate of Appreciation and presented the certificate and a Proclamation to City Attorney Soltani. She congratulated Aleshire & Wynder and City Attorney Sunny Soltani on this acknowledgment.

City/Agency/Authority Attorney Soltani shared that it has been her greatest honor to represent and serve the City of Carson. Carson is like a boot camp for all of our attorneys and the firm has had an opportunity to grow.

8. PRESENTATION ON THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA) PROFESSIONAL AWARD TO ADMINISTRATIVE ANALYST, KANESHA POMPEY, IN THE PUBLIC WORKS DEPARTMENT- 7:00 PM

City Manager Roberts, Jr. introduced Melissa Damersi, Principal at Transtech and APWA Awards Program Chair, and Pamela Manning from Transtech, who both presented the award to Kanesha Pompey. Melissa Damersi spoke about the APWA Program. Kanesha Pompey was chosen out of four counties in Southern California to receive the award. Pamela Manning elaborated on the APWA Program, acknowledged, and thanked Director, Dr. Arlington Rodgers, Jr. for championing women in the workplace.

Kanesha Pompey offered words of gratitude.

City Manager Roberts, Jr. offered comments.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes congratulated Kanesha Pompey and shared the times she grew up in the park and reflected on her times as a child.

Council Member/Agency Member/Authority Board Member Hicks, Sr. congratulated Kanesha Pompey on the award. He also congratulated Director, Dr. Rodgers, Jr. on his award that he is receiving in the City of San Bernadino.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton congratulated Kanesha Pompey on the award. He also shared that Carson can take a page from the Silver Tsunami to ensure that Carson remains great by grooming young people to take over certain roles in the city. He also thanked Director, Dr. Rodgers, Jr. for his support.

Council Member/Agency Member/Authority Board Member Dear congratulated Kanesha Pompey and her twin sister. He met them both when they were eleven years old and how impressed he is with her dedication and commitment to people and that the entire community is proud of them both.

Council Member/Agency Member/Authority Board Member Rojas congratulated Kanesha Pompey on the award and thanked Transtech for their energy.

Photos were taken.

9. PRESENTATION ON PUBLIC WORKS PAVEMENT PROJECT- 7:22 PM

(Council Member/Agency Member/Authority Board Member Rojas exited the meeting at 7:22 P.M and reentered the meeting at 7:23 P.M.)

(Council Member/Agency Member/Authority Board Member Dear exited the meeting at 7:22 P.M. and reentered the meeting at 7:23 P.M.)

Director, Dr. Arlington Rodgers, Jr. introduced two interns to present the Public Works Pavement Project. Gregory McFarland introduced himself as the Public Works Administrative Intern III from California State University Northridge and his major is Business Administration Management. McKenzie Smith introduced herself as the Administrative Intern III and is attending Long Beach City College for Architectural Design. They gave a presentation on the update of city projects for the Public Works Department.

The presentation detailed Capital Improvement Projects, road completions, budget summary of the projects, and Traffic Signal Projects.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton first thanked the fact that there was someone from CSUN here tonight. He thanked Dr. Rodgers, Jr. for highlighting young people and giving them face time in a Council Meeting. Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton shared that during the presentation he received a text from a resident asking about Avalon Boulevard and the streets near Scottsdale. Dr. Rodgers, Jr. shared that the first phase has been completed but the commitment is that all streets in the

city will be repaired and that the project will continue once additional funds are allocated and the rainy season is over.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked the interns for their presentation and Director, Dr. Rodgers, Jr. for what he has done thus far. She encouraged him to put together the budget and come back with recommendations. Director, Dr. Rodgers, Jr. shared that they are at about 30% completion. She would like Del Amo Boulevard/Santa Fe Avenue/Main Street moved up the list. Director, Dr. Rodgers, Jr. shared that the city team is working on the list and will be done in-house. He also shared they are going out to bid for the area in front of Scottsdale.

Council Member/Agency Member/Authority Board Member Dear asked Director, Dr. Rodgers, Jr. if he was able to re-repair some of the streets that were repaired such as streets that were driven on too soon, disproportionate amount of slurry, etc. Director, Dr. Rodgers, Jr. stated when the weather is appropriate for slurry, those streets are on the punch list of the slurry seal project and will be taken care of. Council Member/Agency Member/Authority Board Member Dear also asked about Wilmington Avenue which have potholes and rough roads between 223rd Street and Sepulveda Boulevard. Director, Dr. Rodgers, Jr. stated the major arterials are on the list and those will be coming forward as a separate funding request since it is more of an engineering concept.

Council Member/Agency Member/Authority Board Member Hicks, Sr. thanked the interns on an outstanding presentation. He thanked Director, Dr. Rodgers, Jr. for overseeing this project and asked about repaving of University Drive between Avalon Boulevard and Wilmington Avenue. He also asked about the timeline for the medians. Director, Dr. Rodgers, Jr. responded to his question.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested that the contracts include maintaining the sprinkler heads and plants.

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

William Koons - Item No. 27

Referred to the Environmental Commission which he is a member and noted two election dates - March 5, 2024 and November 5, 2024 both on the first Tuesday of the month; the City Council moved their meetings to Wednesday; therefore, did not have the Environmental Commission meetings in March and November. The Environmental Commission did not have a quorum in December due to six members on the commission which should be nine with three alternates which

was ongoing for six months; requested the Mayor and City Council to appoint more commission members; suggested if there is a holiday to postpone the meeting to later in the month

APPROVAL OF MINUTES (Item 10)

10. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY MINUTES: DECEMBER 17, 2024 (REGULAR MEETING) AND DECEMBER 18, 2024 (SPECIAL MEETING) (CITY COUNCIL)- 7:55 PM

This item was heard after Oral Communications for Matters Not Listed on the Agenda (Members of the Public).

RECOMMENDED ACTION

— APPROVE the minutes as listed.

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

CONSENT (Items 11 - 25)

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton exited the meeting.)

Motion to Approve the Consent Items submitted by Jim Dear seconded by Cedric Hicks, Sr. resulting in 4-0 with Dr. Jawane Hilton absent.

During discussion of the motion, Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested a list of Commissions, Committees, and Boards that will be making their presentation at future City Council meetings. City Manager Roberts, Jr. responded in the affirmative.

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton reentered the meeting.)

11. CONSIDER ADOPTING RESOLUTION NO. 25-005, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$8,491,113.70, DEMAND CHECK NUMBERS 176526 THROUGH 177060 FOR GENERAL DEMAND AND THE AMOUNT OF \$2,537.50, CHECK NUMBERS 1290 THROUGH 1290 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)- 7:55 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-005, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$8,491,113.70, DEMAND CHECK NUMBERS 176526 THROUGH 177060 FOR GENERAL DEMAND

AND THE AMOUNT OF \$2,537.50, CHECK NUMBERS 1290 THROUGH 1290 FOR CO-OP AGREEMENT DEMANDS".

ACTION: Item No. 11 was approved on Consent.

12. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE PERIOD NOVEMBER 1, 2024 THROUGH DECEMBER 30, 2024 PURSUANT TO CMC SECTION 2607 (CITY COUNCIL)- 7:55 PM

ACTION: Item No. 12 was approved on Consent.

13. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)- 7:55 PM

RECOMMENDED ACTION

— RECEIVE and FILE this report.

ACTION: Item No. 13 was approved on Consent.

14. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)- 7:55 PM

RECOMMENDED ACTION

— RECEIVE and FILE this report.

ACTION: Item No. 14 was approved on Consent.

15. CONSIDER THE CITY OF CARSON COMMUNITY FACILITIES DISTRICT NO. 2018-01 (MAINTENANCE AND SERVICES) ANNUAL REPORT AS REQUIRED BY STATE SENATE BILL 165 (CITY COUNCIL) - 7:55 PM

RECOMMENDED ACTION

— RECEIVE and FILE the Annual Report filed by the chief fiscal officer of the City as the levying local agency for the CFD (Exhibit No. 1)

ACTION: Item No. 15 was approved on Consent.

16. CONSIDER APPROVAL OF THE SUCCESSOR AGENCY RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS FY 25-26) FOR THE PERIOD OF JULY 1, 2025 TO JUNE 30, 2026 (SUCCESSOR AGENCY)- 7:55 PM

RECOMMENDED ACTION

— APPROVE the ROPS FY 25-26 and DIRECT staff to submit the ROPS FY 25-26 with any necessary amendments to the Second District Consolidated Oversight Board and required agencies for

approval.

ACTION: Item No. 16 was approved on Consent.

17. CONSIDER THE INTERIM DEVELOPMENT IMPACT FEE ANNUAL AND FIVE-YEAR REPORT FOR FISCAL YEAR 2023-2024, PURSUANT TO GOVERNMENT CODE SECTION 66006 (CITY COUNCIL)- 7:55 PM

RECOMMENDED ACTION

— RECEIVE and FILE.

ACTION: Item No. 17 was approved on Consent.

18. CONSIDER APPROVAL OF AMENDMENT NO 2. TO THE AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF CARSON AND MRS ENVIRONMENTAL, INC. FOR ADDITIONAL NEW SCOPE OF WORK FOR THE AUDIT OF PIPELINE FRANCHISES (CITY COUNCIL)- 7:55 PM

RECOMMENDED ACTION

- 1. WAIVE the bidding requirements of the Carson Municipal Code pursuant to Carson Municipal Code Section 2611(e) (sole source purchasing);
- 2. APPROVE Amendment No. 2 to the Agreement for Contract Services with MRS Environmental, Inc. (Exhibit No. 1); and
- 3. AUTHORIZE the Mayor to execute Amendment No. 2, following approval as to form by the City Attorney.

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER APPROVAL OF CONTRACT SERVICES AGREEMENT WITH CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS FOUNDATION TO IMPLEMENT BROWNFIELD GRANT COMMUNITY ENGAGEMENT ACTIVITIES (CITY COUNCIL)- 7:55 PM

RECOMMENDED ACTION

— RATIFY and APPROVE the CSUDH Foundation Contract (Brownfields), dated January 1, 2025, and the City Manager's execution of the Agreement

ACTION: Item No. 19 was approved on Consent.

20. CONSIDERATION OF APPROVAL OF CONTRACT AMENDMENT FOR DATA EXTRACTION AND MIGRATION AND PROJECT MANAGMENT SERVICES. (CITY COUNCIL)- 7:55 PM

RECOMMENDED ACTION

- 1. APPROVE Amendment No. 1 to contract with Nth Generation Computing, Inc. for Data Extraction and Migration Services, for an increased amount not to exceed \$42,630.00, increasing the total contract sum to \$108,390.00; and
- 2. AUTHORIZE the Mayor to execute the amendment after approval as to form by the City Attorney.

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER REJECTION OF ALL PROPOSALS RECEIVED FOR REQUEST FOR PROPOSALS ("RFP") 25-002 FOR PURCHASE OF ON-CALL YOUTH SPORTS PROGRAM- PROFESSIONAL PHOTOGRAPHY SERVICES (CITY COUNCIL)- 7:55 PM

RECOMMENDED ACTION

- 1. REJECT all proposals received in response to RFP No. 25-002.

ACTION: Item No. 21 was approved on Consent.

22. CONSIDER APPROVAL OF VETERANS SPORTS COMPLEX FITNESS EQUIPMENT DONATION AGREEMENT (CITY COUNCIL)- 7:55 PM

RECOMMENDED ACTION

- 1. APPROVE the proposed Donation Agreement.
- 2. AUTHORIZE the Mayor to execute Donation Agreement following approval as to form by the City Attorney.

ACTION: Item No. 22 was approved on Consent.

23. CONSIDER ADOPTION OF RESOLUTION 24-110, APPROVING AMENDMENT NO. 2 TO MEASURE M FUNDING AGREEMENT BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) AND THE CITY OF CARSON FOR PROJECT NO. 1687: CARSON STREET INTELLIGENT TRANSPORTATION SYSTEM COMMUNICATIONS PROJECT FROM FIGUEROA STREET TO I-405 NORTHBOUND RAMPS AND ADOPTION OF RESOLUTION 24-114 AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS (CITY COUNCIL)- 7:55 PM

RECOMMENDED ACTION

- 1. ADOPT Resolution 24-110 and APPROVE Amendment No. 2 to Measure M Funding Agreement with Los Angeles County Metropolitan Transportation Authority extending the project completion date to June 30, 2025.

- 2. AUTHORIZE the Mayor to execute Funding Agreement Amendment No. 2 following approval as to form by the City Attorney.
- 3. ADOPT Resolution 24-114, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS".

ACTION: Item No. 23 was approved on Consent.

24. CONSIDER ADOPTION OF RESOLUTION 24-068, APPROVING FUNDING AGREEMENT BETWEEN CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE CITY OF CARSON ACCEPTING STATE GRANT FUNDS IN THE AMOUNT OF \$2,000,000.00 FOR PROJECT 1702: LOMITA BOULEVARD PAVEMENT REHABILITATION PROJECT BETWEEN WILMINGTON AVENUE AND ALAMEDA STREET (CITY COUNCIL)- 7:55 PM

RECOMMENDED ACTION

- 1. ACCEPT grant funds in the amount of \$2,000,000.00.
- 2. WAIVE further reading and ADOPT Resolution 24-068, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING AND AUTHORIZING EXECUTION OF ADMINISTERING AGENCY-STATE FUNDS TRANSFER AGREEMENT FOR STATE AND FEDERAL-AID FUNDED PROJECTS FOR LOMITA BOULEVARD PROJECT"

ACTION: Item No. 24 was approved on Consent.

25. CONSIDER APPROVAL OF TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF CARSON, AGREEMENT NO. 2024MP14, SAFE, CLEAN WATER PRGORAM - MUNICIPAL PROGRAM (CITY COUNCIL)- 7:55 PM

RECOMMENDED ACTION

- 1. APPROVE the "Transfer Agreement between the Los Angeles County Flood Control District and Carson, Agreement No. 2024MP14, Safe, Clean Water Program – Municipal Program"(Exhibit No. 1); and
- 2. AUTHORIZE the Mayor to execute the Transfer Agreement, following approval as to form by the City Attorney

ACTION: Item No. 25 was approved on Consent.

SPECIAL ORDERS OF THE DAY

None.

DISCUSSION (Item 26 - 27)

26. CONSIDER DEVELOPING PLANS AND ESTABLISHING FUNDS TO FORMALLY RECOGNIZE GILBERT D. "GIL" SMITH, ONE OF THE FOUNDING FOREFATHERS AND ONE OF THE FIRST MAYORS OF THE CITY OF CARSON (CITY COUNCIL)- 7:57 PM

RECOMMENDED ACTION

- 1. AUTHORIZE the development of plans to formally recognize Gil Smith; and
- 2. ESTABLISH funds for same.

City Manager Roberts, Jr. gave a report.

City/Agency/Authority Attorney Soltani and Director Whittiker, Jr. elaborated on the report.

ACTION: It was moved to 1) Authorize the development of plans to formally recognize Gil Smith; and 2) Establish funds for same under the City Manager's spending authority on motion of Dear, seconded by Dr. Hilton.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes offered a friendly amendment to the motion to establish the Gil Smith Memorial Ad Hoc Committee consisting of herself and Mayor Pro Tempore, Dr. Hilton which was accepted by the maker and seconder of the motion.

Motion to Approve, as amended, resulting in 5-0-0-0-0.

27. 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)- 8:06 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 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

Council Member/Agency Member/Authority Board Member Dear asked if there is language in the bylaws or rules that states about rescheduling meetings due to a holiday. Energy and Sustainability Officer Reata Kulcsar responded that when a regular scheduled meeting of the Environmental Commission falls on a holiday that the meeting will be held the following day as stated in the Carson Municipal Code. The Environmental Commission did not meet on January 1, 2025 due to the New Year's Day holiday.

Council Member/Agency Member/Authority Board Member Dear asked staff to make meetings more flexible. Energy and Sustainability Officer Kulcsar responded she will work on language with the City Attorney.

ACTION: The Mayor and City Council took the following actions:

Environmental Commission

Council Member/Agency Member/Authority Board Member Rojas appointed Maribel Peralta as her uncontested appointment to the Environmental Commission.

Human Relations Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes removed Hector Calidonio, Alternate 3, from the Human Relations Commission.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested Director Whittiker, Jr. to provide names for consideration of the Youth Members on the Human Relations Commission. Director Whittiker, Jr. responded in the affirmative.

Youth Commission

Council Member/Agency Member/Authority Board Member Rojas appointed Kayla Homna to the regular position as her uncontested appointment, thereby, creating a vacancy of Alternate 2 on the Youth Commission.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Lea Macias to the regular position, thereby, creating a vacancy of Alternate 3 on the Youth Commission.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested Director Whittiker, Jr. to provide names for consideration of Alternate 1, Alternate 2, and Alternate 3 on the Youth Commission.

Public Works Commission

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton appointed Kellie Todd Griffin as his uncontested appointment to the Public Works Commission.

Mobilehome Park Rental Review Board

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested Director Naaseh to provide her contact information of the Mobilehome Park Owners. Director Naaseh stated staff is still working on a prospective Park Owner Member Alternate 2.

Relocation Appeals Board

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Murphy Witherspoon to the regular position, thereby, creating a vacancy of Alternate 1 on the Relocation Appeals Board.

Motion

It was moved to ratify the Mayor's appointments on the Youth Commission and Relocation Appeals Board and removal on the Human Relations Commission on motion of Mayor Davis-Holmes, seconded by Jim Dear resulting in 5-0-0-0-0.

ORDINANCE SECOND READING (Item 28)

28. CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 24-2417 APPROVING ECONOMIC DEVELOPMENT BENEFIT AGREEMENT NUMBER TWO WITH SOUTH BAY CARSON, LLC. (CITY COUNCIL)- 8:16 PM

RECOMMENDED ACTION

— CONDUCT a Second Reading by title only and with further reading waived, and ADOPT Ordinance No. 24-2417, "AN ORDINANCE OF THE CITY COUNCIL OF CITY OF CARSON, CALIFORNIA APPROVING AN ECONOMIC DEVELOPMENT BENEFIT AGREEMENT NUMBER TWO WITH SOUTH BAY CARSON, LLC."

— TAKE any action the City Council deems appropriate that is consistent with the requirements of the law.

Motion To Approve submitted by Mayor Lula Davis-Holmes seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0

MEMORIAL ADJOURNMENTS

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

Michael Anthony Ludgood

Usaffe "Sonny" Costa

Nikki Giovanni

Carmen Antes Ablan

Former President Jimmy Carter

Barbara Romano

Charles H. "Chuck" Smith

City/Agency/Authority Treasurer Cooper requested to add Gwen Moore to the Memorial Adjournment Requests.

Director Whittiker, Jr. requested to add Sylvia Smith to the Memorial Adjournment Requests.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to add her cousin to the Memorial Adjournment Requests.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton requested to add in prayer the 35,000 people who were evacuated from Pacific Palisades area due to the fires.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw added her uncle, Rodney Jackson, to the Memorial Adjournment Requests.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton gave a prayer.

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).

Luz Padua - Non Agenda Item

Requested creation of a Disability Awareness Commission

Brandi Lewin - Non Agenda Item

Wished everyone Happy New Year; thanked the City for supporting individuals with disabilities, special needs and developmental disabilities; thanked Director Whittiker, Jr., Recreation Superintendent Tim Grierson, and Community Services Superintendent Bobby Grove for spearheading the therapeutic services; requested establishment of a Disability Awareness Commission

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member Dear wished everyone a Happy New Year and looks forward to working together.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton wished everyone a Happy New Year and looks forward to a great year and serving the community.

Council Member/Agency Member/Authority Board Member Hicks, Sr. announced/reported the following:

- Wished everyone a Happy New Year
- Thanked the residents for attending the Toy Drive at Triedstone Missionary Baptist Church
- Shared he was sad to hear the news about Barbara Romano passing
- Thanked Council Aide Cac Le for keeping him on track during the holiday season while his father was ill
- Hosting District 3 and District 4 along with Council Member Rojas a joint Town Hall Meeting on January 23, 2025, at 6:30 P.M. at the Carson Civic Center

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

- Wished everyone a Happy New Year
- Thanked staff for a great year and look forward to a better year
- Thanked Senior Council Aide Myeshia Horton and Council Aide Ravynne Staine on their work with the Swearing-In Ceremony

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

- Thanked Senior Council Aide Myeshia Horton, Council Aide Ravynne Staine, and staff on their work with the Swearing-In Ceremony
- Wonderful Toy Giveaway at the Carson Community Center and thanked Senior Council Aide Myeshia Horton, Council Aide Ravynne Staine, Carson Citizens Cultural Arts Foundation, and volunteers for their assistance and donations
- Thanked staff for their hard work
- City Hall will be closed to memorialize former President Jimmy Carter - National Day of Mourning on January 9, 2025
- Tribute to Martin Luther King, Jr. Program on Friday, January 10, 2025, at 6:00 P.M. at the Carson Civic Center

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.

ADJOURNMENT

The meeting was adjourned at 8:27 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, January 21, 2025, 5:00 PM

CONSENT 12.

To: Honorable Mayor and City Council

From: Sunny Soltani, City Attorney, Aleshire & Wynder, LLP

Subject: CONSIDER APPROVAL OF RESOLUTION 25-014 TO AUTHORIZE A LEGISLATIVE SUBPOENA FROM THE CITY OF CARSON TO PHILLIPS 66 COMPANY (CITY COUNCIL)

I. SUMMARY

This item transmits a request for the City Council to approve Resolution 25-014 to authorize and direct the issuance of a subpoena compelling the production of documents and other information from Phillips 66 Company ("Phillips").

Phillips is currently indicted on multiple counts covering various environmental and contamination issues. Approval of this item would issue a legislative subpoena to Phillips compelling it to produce documents and evidence to aid the City Council in its independent investigation of the various contamination related matters as detailed in the proposed Resolution and Subpoena.

II. RECOMMENDATION

1. APPROVE the proposed Resolution 25-014 and the associated Legislative Subpoena.

III. ALTERNATIVES

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

IV. BACKGROUND

See attached Resolution and Legislative Subpoena.

V. FISCAL IMPACT

None, as this item involves only the approval of the Resolution and Legislative Subpoena.

VI. EXHIBITS

1. Resolution 25-014
2. Legislative Subpoena

Attachments

[Resolution 25-014](#)

[Legislative Subpoena](#)

RESOLUTION 25-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AUTHORIZING AND DIRECTING THE ISSUANCE OF A SUBPOENA COMPELLING THE PRODUCTION OF DOCUMENTS AND OTHER INFORMATION FROM PHILLIPS 66 COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, Government Code §§ 37104 *et seq.* authorize the City Council to authorize the issuance legislative subpoenas "requiring attendance of witnesses or production of books or other documents for evidence or testimony in any action or proceeding pending before it";

WHEREAS, the City Charter specifies that the City Council may authorize a subpoena to be issued by the Mayor in the City's name and attested to by the City Clerk (Charter Sec. 311);

WHEREAS, Phillips 66 Company (Phillips) is the owner and operator of a refinery located within City limits that is commonly known as the Los Angeles Refinery Carson Plant (Refinery) located at 1520 E. Sepulveda Boulevard, Carson, California;

WHEREAS, the Refinery is currently subject to environmental supervision by the California Department of Toxic Substances (DTSC) as to certain surface features such as a former Process Water Pond and by the Regional Water Quality Control Board-Los Angeles Region as to certain below surface groundwater features;

WHEREAS, despite this existing regulatory supervision, the U.S. Attorney for the Central District of California announced on November 21, 2024 that a federal grand jury returned a six-count indictment charging Phillips with violating the Clean Water Act by illicitly discharging hundreds of thousands of gallons of industrial wastewater from the Refinery into the Los Angeles County sewer system and failing to report the violations to authorities. The U.S. Attorney filed the case of *U.S. v. Phillips 66 Company* that same day, with Case No. 2:24-CR-00699-JFW. That case is pending in the U.S. District Court for the Central District of California;

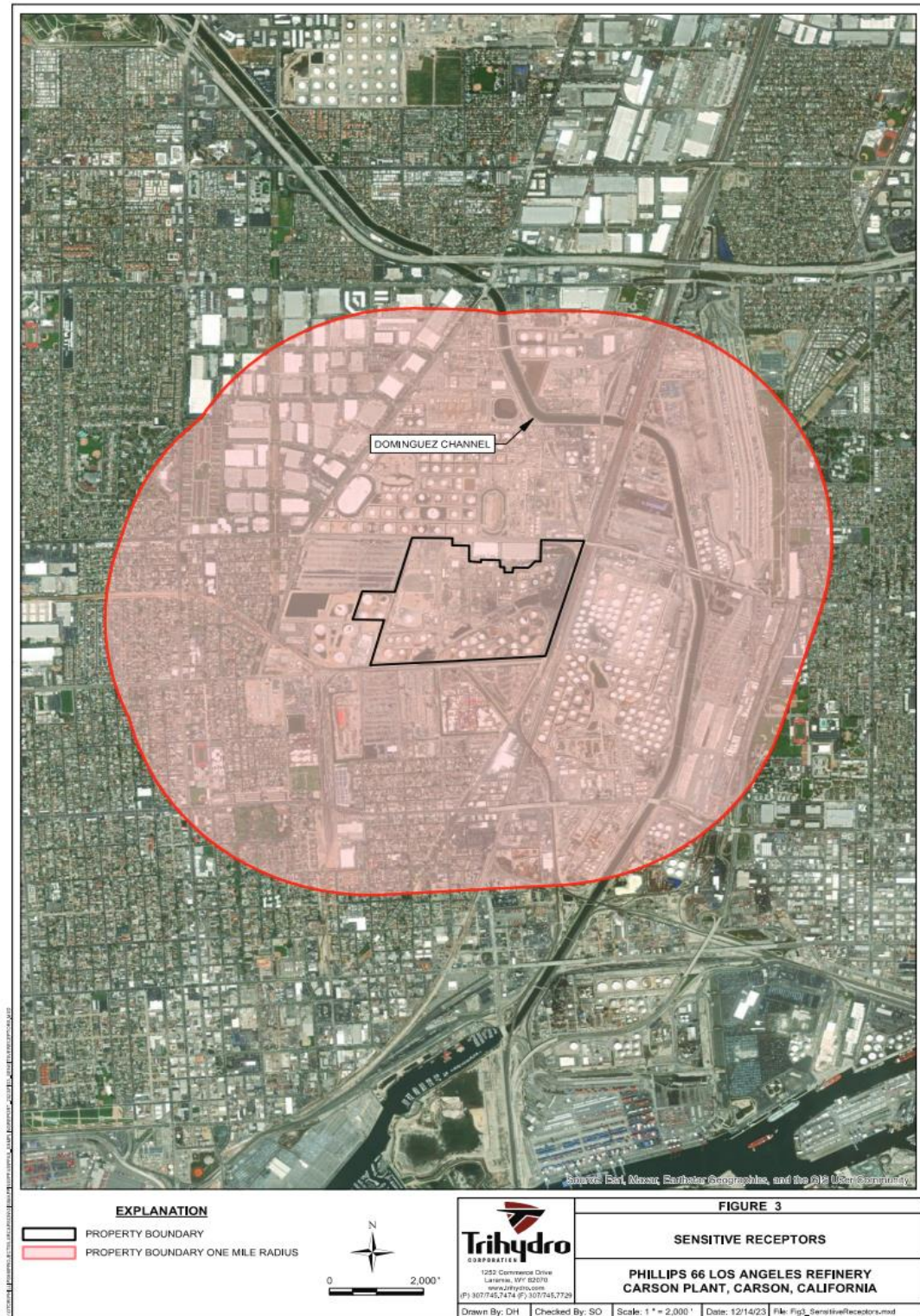
WHEREAS, Phillips is charged with two misdemeanor counts for negligently violating the Clean Water Act and four felony counts for knowingly violating the Clean Water Act;

WHEREAS, the indictment alleges that on November 24, 2020, Phillips discharged approximately 310,000 gallons of non-compliant industrial wastewater, which contained roughly 64,000 lbs. of oil and grease, from the Refinery into the Los Angeles County Sanitation District's sewer system;

WHEREAS, the indictment further alleges that on February 8, 2021, Phillips discharged approximately 480,000 gallons of non-compliant industrial wastewater, which contained roughly 33,700 lbs. of oil and grease from the Refinery into the Los Angeles County Sanitation District's sewer system;

WHEREAS, Phillips has separately reported to the Regional Water Quality Control Board for the Los Angeles Region that Phillips has detected the presence of highly toxic and persistent contaminants known as PFAS and PFOS compounds on the Refinery and has, as of April 30, 2024 reported that sampling of surface waters at the Refinery demonstrate the presence of PFAS and PFOA compounds in its surface water at the Refinery;

WHEREAS, Phillips in its April 30, 2024 report to the Regional Board on PFAS and PFOA compounds at its Refinery attached its consultant's Figure 3 showing that the one-mile radius of "sensitive receptors" includes part of the Dominguez Channel which runs through a portion of the City and ultimately empties into navigable waters of the United States as reprinted below;



WHEREAS, the City of Carson holds the environmental health and safety of its citizens as among its highest continuing priorities;

WHEREAS, the City of Carson desires to assure its citizens that it is conducting an independent investigation and protecting the health and welfare of City residents;

WHEREAS, the issuance of a legislative subpoena pursuant to Government Code § 37104 is proper where (i) it is authorized by ordinance, resolution, or similar enactment, (ii) it serves a valid legislative purpose, and (iii) the witness or material subpoenaed is pertinent to the subject matter pending before the City; and

WHEREAS, pursuant to Government Code § 37105 and the City Charter Section 311, legislative subpoenas must be signed by the Mayor and attested to by the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY:

SECTION 1. Find and determine that the foregoing recitals are true and correct and adopt the recitals as findings in support of the actions taken herein.

SECTION 2. Issue a legislative subpoena to Phillips compelling it to produce documents and evidence to aid the City Council in its independent investigation.

SECTION 3. Order that the legislative subpoenas issued by this Resolution shall be signed by the Mayor, certified by the City Clerk and shall be in the form provided by the City Attorney that is substantially similar to the proposed form that is attached to this Resolution as Exhibit "A." The subpoena shall be served upon the subpoenaed party in the same manner as subpoenas are served in a civil action.

SECTION 4. Declare that failure to comply with the subpoenas issued pursuant to this Resolution shall subject the subpoenaed parties to the remedies set forth in Government Code §§ 37104 *et seq.*, make the person who fails to respond liable for a misdemeanor pursuant to City Charter Section 311, or such other remedies as is provided by law.

SECTION 5. Authorize the Mayor, City Manager, City Clerk and the City Attorney to take all actions necessary to issue, serve and enforce subpoenas authorized pursuant to this Resolution. Said authority includes the issuance of further subpoenas to the subpoenaed parties and their officers, employees and agents in furtherance of obtaining appearances for deposition, documents, testimony and/or information that will assist the City, its staff, and attorneys in their efforts to investigate and enforce the Agreements. Should a witness fail to appear for deposition and/or produce the subpoenaed documents and/or evidence, the Mayor is authorized to report the witnesses' failure to abide by the subpoena to the Superior Court and seek any and all lawful remedies including a ruling holding the subpoenaed witness in contempt.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 21st day of January.

ATTEST:

Mayor Lula Davis-Holmes

City Clerk Dr. Khaleah K. Bradshaw

APPROVED AS TO FORM:

City Attorney Sunny K. Soltani



IN RE:

CITY OF CARSON

LEGISLATIVE SUBPOENA
(California Government Code §§ 37104 *et seq*) and City Charter Section 311

Production Date

Date:

Time:

Place: City of Carson City Hall

701 E. Carson Street, Carson, California
90745

SUBPOENA FOR
PRODUCTION OF BUSINESS RECORDS

TO: Phillips 66 Company, 2331 CityWest Blvd., Houston, TX 77042

FROM: CITY OF CARSON, CALIFORNIA

1. On January 7, 2025, the Carson City Council adopted Resolution No. _____ authorizing the issuance of this subpoena. A copy of Resolution _____ is attached hereto and incorporated by this reference.

2. **YOU ARE ORDERED** by the City Council of the City of Carson to appear in person and produce Documents described in **Exhibit "1"** hereto at the Regular City Council Meeting of the City of Carson ("City") at 701 E. Carson Street, Carson, California 90745, on _____ 2025, at **6:00 p.m.** or at any continued Hearing.

3. **You are not required to appear in person and produce the requested Documents IF, by 1:00 p.m. on February 10, 2025, you deliver true, complete, legible, and durable copies of the requested Documents described in Exhibit "1" to:**

David C. Roberts, Jr.
City Manager
City of Carson
701 E. Carson Street
Carson, California 90745
with a corresponding electronic copy to:

Sunny K. Soltani,
City Attorney
City of Carson
via email to: ssoltani@awattorneys.com

4. All Documents produced to the City shall be accompanied by a declaration or affidavit warranting to their authenticity and completeness sufficient to meet the requirements of California Code of Civil Procedure § 2020.430. The City will pay all reasonable documented costs associated

with photocopying the requested documents. If the documents currently exist in the form of Electronically Stored Information, then you should produce those documents in either Native format or in PDF format. If costs exceed \$1,000.00, please contact City Attorney Sunny K. Soltani at (949) 223-1170 before copying.

5. This subpoena is issued pursuant to California Government Code § 37104 *et seq.* and City Charter Section 311 and was authorized, at a regularly noticed meeting of the City of Carson City Council.

6. Disobedience of this subpoena will be referred to the Superior Court for enforcement and is punishable as contempt pursuant to California Government Code §§ 37104 *et seq* and as otherwise provided by law. Should you have any questions regarding this subpoena please contact:

Sunny K. Soltani (SBN 209774)
City Attorney for the City of Carson
Aleshire & Wynder, LLP
1 Park Plaza Unit 1000
Irvine, CA 92614

(ssoltani@awattorneys.com)

Date issued: January __, 2025

City Council, City of Carson

BY: _____

Lula Davis-Holmes
Mayor, City of Carson

ATTEST: _____

BY: _____

Dr. Khaleah Bradshaw
City Clerk, City of Carson

APPROVE AS TO FORM

BY: _____

Sunny K. Soltani
City Attorney

EXHIBIT "1"

DEFINITIONS

"DOCUMENT" or "DOCUMENTS" as used herein means any writing as that term is defined in California Evidence Code § 250, including, but not limited to, correspondence, communications, recordings, tapes, computer printouts, records, slides, photographs, notes, working papers, analyses, books, agreements, contracts, memoranda, maps, charts, plans, diagrams, shop drawings, specifications, telegrams, telexes and transcriptions, notes of memoranda made by any telephone communications and other communications (which include but are not limited to any letters, electronic mail ("e-mails"), interoffice communications or telegrams). It refers to writings of which you have knowledge, and writings which are in your possession or that of your agents, including your attorneys, or otherwise under your control. "DOCUMENT(S)" also includes each copy of each item produced which is not identical in all respects with, or which contains any notation not appearing on, the item which is required to be produced for inspection and copying pursuant to this request;

"YOU" and "YOUR" shall mean and include Phillips 66 Company, including your agents, your associates, your employees, and anyone else acting on your behalf.

"RELATING TO" shall mean and refer to constituting, concerning, containing, embodying, reflecting, identifying, stating, referencing to, evidencing in any way or being relevant to the subject referenced therein.

REQUESTED DOCUMENTS

1. All DOCUMENTS RELATING TO the announcement made by YOU on October 16, 2024 that YOU intended to close the Los Angeles Refinery located at Carson by fall of 2025.
2. All DOCUMENTS RELATING TO YOUR reports to the South Coast Air Quality Management District (AQMD) concerning 2024 levels of air pollutants emitted by the Los Angeles Refinery at Carson.
3. All DOCUMENTS RELATING TO YOUR reports to the Regional Water Quality Control Board for the Los Angeles Region RELATING TO the Refinery since April 2024.
4. All DOCUMENTS RELATING TO YOUR reports to the LA County Sanitation District relating to discharges from the Refinery to the sewer system operated by the LA County Sanitation District for 2024.
5. All DOCUMENTS RELATING TO YOUR reports to either the Regional Water Quality Control Board-Los Angeles Region or the City of Carson of stormwater discharges from the Refinery to the Municipal Separate Stormwater System (MS4).
6. All DOCUMENTS RELATING TO YOUR reports to the City of Carson of non-stormwater discharges from the Refinery to the MS4.

7. All DOCUMENTS RELATING TO the Land Use Covenant that was recorded in 2013 with respect to certain wastewater ponds and any amendments or modifications to that Land Use Covenant.
8. All DOCUMENTS RELATING TO the current legal title on the Property, including any limitations or exceptions to the legal title.
9. All DOCUMENTS RELATING TO any calculations or air modeling work of the effect of the Refinery closure forecasted in late 2025 upon air emissions after plant closure.
10. ALL DOCUMENTS RELATING TO a current manual or guidance document by YOU RELATED TO environmental, health and safety (EHS) issues at the Refinery.
11. All DOCUMENTS RELATING TO the Notices of Violation issued to YOU by the Los Angeles County Sanitation Districts on or about December 10, 2020.
12. ALL DOCUMENTS RELATING TO the Notices of Violation issued to YOU by the Los Angeles County Sanitation Districts on or about March 2, 2021.



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

CONSENT 13.

To: Honorable Mayor and City Council

From: Dr. Robert Lennox, Assistant City Manager

Subject: CONSIDER AWARDED A CONTRACT SERVICES AGREEMENT TO Z&K CONSULTANTS, INC. TO DEVELOP A SPECIFIC PLAN FOR THE CARSON CIVIC CENTER AND ADOPT RESOLUTION NO. 25-007 AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS, AND AMENDING THE FISCAL YEAR 2024-25 CAPITAL IMPROVEMENT PROGRAM TO INCORPORATE PROJECT NO. PW1796 - CARSON CIVIC CENTER REDEVELOPMENT (CITY COUNCIL)

I. SUMMARY

The City Civic Center Redevelopment Plan envisions modifying the layout, design, and programming of nearly 20 acres of City owned property. The current uses include the existing city hall building, adjacent events center, and supporting parking areas. Initial concepts have included a five-star resort, performing arts theater, potential multi-family housing, interactive museum, teen/innovation center, remodeling of the existing events center, and new City Hall structure with retail opportunities.

A "Notice of Professional Services Procurement Opportunity" for the development of the Carson Civic Center Specific Plan was solicited and closed on November 21, 2024. Carson Municipal Code 2611(c)(3) requires the City send "Notice to a number of potential offerors adequate to permit reasonable competition consistent with the nature and requirements of the procurement." This notice was sent out to 5 prospective bidders. Z&K Consultants, Inc. was able to meet the project timeline included within the advertised scope of services. No other bidders submitted a proposal.

As such, staff is recommending City Council award and approve a Contract Services Agreement to Z&K Consultants, Inc. for the development of a Carson Civic Center Specific Plan, at a not-to-exceed sum of \$550,000.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD and APPROVE a Contract Services Agreement to Z&K Consultants, Inc. for the development of a Carson Civic Center Specific Plan, at a not-to-exceed sum of \$550,000 for the contract term; and
2. AUTHORIZE the Mayor to execute the Z&K Consultants, Inc. Contract Services Agreement, following approval as to form by the City Attorney; and
3. ADOPT Resolution No. 25-007 "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS, AND AMENDING THE

III. ALTERNATIVES

TAKE another action the City Council deems appropriate, subject to compliance with applicable law.

IV. BACKGROUND

City staff has been conceptualizing a revitalization of the Carson Civic Center in efforts to stimulate economic activity, improve regional access, and implement place making that will assist with better branding of the City's central place of business. Staff undertook this planning effort in order to prepare for upcoming major international events including the 2026 FIFA World Cup and the 2028 Olympic and Paralympic Games. The City of Carson will serve as a venue city for both large scale events that are estimated to bring millions of visitors to the City.

The City Civic Center Redevelopment Plan envisions modifying the layout, design, and programming of nearly 20 acres of City owned property. The current uses include the existing city hall building, adjacent events center, and supporting parking areas. Initial concepts have included a five-star resort, performing arts theater, potential multi-family housing, interactive museum, teen/innovation center, remodeling of the existing events center, and new City Hall structure with retail opportunities.

Specifically, the Carson Civic Center Redevelopment Project aims to re-imagine and invigorate the Civic Center as a thriving, inclusive hub that captures the essence of Carson's unique cultural heritage and vibrant community. This trans-formative initiative envisions a harmonious blend of residential, commercial, and cultural spaces designed to create a dynamic downtown atmosphere, drawing people in at all times of the day and night. Through thoughtful urban design, sustainable planning, and a commitment to accessibility, the project will create a welcoming environment that celebrates Carson's past while looking toward its future. This revitalized Civic Center will serve as the "heart" of Carson, fostering connections, supporting public events, and establishing a legacy of value and beauty for the community and region.

- **Create a Vibrant Civic Heart:** Reinforce the Civic Center's identity as the "heart" of Carson by celebrating its history and cultural heritage through thoughtful urban design and engaging programming.
- **Foster a Dynamic Downtown:** Cultivate an energetic downtown environment that attracts both daytime and nighttime visitors. Develop a phased plan that optimally integrates a diverse mix of uses to promote a balanced, vibrant community space.
- **Utilize Complete Streets Approach:** Enhance accessibility and connectivity by designing Carson Boulevard and surrounding streets with a complete streets approach, balancing pedestrian, cyclist, and vehicle needs. Integrate ample parking to support all Civic Center facilities.
- **Establish a Regional Hub for Events and the Arts:** Position downtown Carson as a magnet for large-scale public events, with a regional arts and recreation center that complements the Carson Civic Center and attracts both locals and visitors.
- **Build a Landmark Resort Hotel:** Develop a high-rise resort hotel on a prominent 4.3-acre site visible from the I-405 Freeway, establishing it as a key destination within the new Civic Center area.
- **Expand Residential and Cultural Facilities:** Construct a multi-story mixed-use residential building, a performing arts center, and an interactive museum to enrich the civic and cultural offerings of the community.
- **Revitalize City Hall:** Transform City Hall with a multi-story mixed-use building to enhance its functionality and integrate seamlessly with the surrounding urban landscape.
- **Enhance the Community/Event Center:** Modernize the Carson Community and Event Center, including the addition of an amphitheater to support a range of public performances and gatherings.

It is staff's recommendation to fully entitle the civic center campus to ensure that future development is completed to city standards and aligns with the goals and objectives of the General Plan and City Council. To that end, staff suggests developing the Civic Center Specific Plan to include all necessary preliminary elements of entitlement:

- Civic Center Specific Plan
 - Architecture & Planning
 - Landscape Design
 - Traffic Study
 - Civil Engineering
 - Environmental Study
 - Economic/Finance Review
- Programming of Civic Facilities
- Concept Architectural Design of Civic Facilities
- Cost Estimation for Civic Facilities
- Preparation of CEQA Documentation

A "Notice of Professional Services Procurement Opportunity" for the development of the Carson Civic Center Specific Plan was solicited and closed on November 21, 2024. Carson Municipal Code 2611(c)(3) requires the City send "Notice to a number of potential offerors adequate to permit reasonable competition consistent with the nature and requirements of the procurement." This notice was sent out to 5 prospective bidders. Z&K Consultants, Inc. was able to meet the project timeline included within the advertised scope of services. No other bidders submitted a proposal.

As such, staff is recommending City Council award and approve a Contract Services Agreement to Z&K Consultants, Inc. for the development of a Carson Civic Center Specific Plan, at a not-to-exceed sum of \$550,000.

V. FISCAL IMPACT

On May 21, 2019, the City of Carson and Marathon Petroleum entered into a Beautification Agreement that required Marathon to implement aesthetic enhancements around the refinery perimeter. City Management had determined that Marathon had provided sufficient improvements to the surrounding areas of the property and on December 18, 2024, City Council approved a Mutual Termination Agreement that authorized Marathon to provide an "in-lieu" fee in the amount of One Million Seven Hundred and Fifty Thousand Dollars (\$1,750,000.00) to complete its obligations to implement the beautification. Staff is requesting an allocation of \$550,000.00 from the recent in-lieu payment (a budget amendment from the General Fund Reserve) to fund the proposed design and planning phase of Capital Improvement Project No. PW1796 - Civic Center Redevelopment, as outlined in Resolution No. 25-007 (Exhibit 2).

VI. EXHIBITS

1. Z&K Consultants, Inc. Contract Services Agreement
2. Resolution No. 25-007 - Budget Amendment
3. Amended FY24/25 CIP

Attachments

[Exh 1 - Contract with Z_K Consultants \(Civic Center SP\)\(1037800.1\).pdf](#)

[Exh 2 - Resolution No. 25-007.pdf](#)

[Exh 3 - 5-Year CIP Update 1-6-2025.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 ____ day of _____, 2025 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 seeking proposals for Professional Services – City of Carson Civic Center Specific Plan, dated November 7, 2024, for 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 Five Hundred Fifty Thousand Dollars and Zero Cents (**\$550,000.00**) (the "Contract Sum"), 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) 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
(Name)

President
(Title)

Zack Faqih, PE	Vice President
(Name)	(Title)
Brittany Duhn, PE	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 Contract Officer shall be Robert Lennox, Ed.D., Assistant City 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] CF
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 CF

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 Fraire, PE
Title: President

By: 

Name: Zack Faqih, PE
Title: Vice President
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 _____, 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		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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<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”
SCOPE OF SERVICES

I. Consultant will perform the following Services:

The Carson Civic Center Redevelopment Project aims to reimagine and invigorate the Civic Center as a thriving, inclusive hub that captures the essence of Carson’s unique cultural heritage and vibrant community. This transformative initiative envisions a harmonious blend of residential, commercial, and cultural spaces designed to create a dynamic downtown atmosphere, drawing people in at all times of the day and night. Through thoughtful urban design, sustainable planning, and a commitment to accessibility, the project will create a welcoming environment that celebrates Carson’s past while looking toward its future. This revitalized Civic Center will serve as the "heart" of Carson, fostering connections, supporting public events, and establishing a legacy of value and beauty for the community and region.

- A.** Create a Vibrant Civic Heart: Reinforce the Civic Center’s identity as the "heart" of Carson by celebrating its history and cultural heritage through thoughtful urban design and engaging programming.
- B.** Foster a Dynamic Downtown: Cultivate an energetic downtown environment that attracts both daytime and nighttime visitors. Develop a phased plan that optimally integrates a diverse mix of uses to promote a balanced, vibrant community space.
- C.** Utilize Complete Streets Approach: Enhance accessibility and connectivity by designing Carson Boulevard and surrounding streets with a complete streets approach, balancing pedestrian, cyclist, and vehicle needs. Integrate ample parking to support all Civic Center facilities.
- D.** Establish a Regional Hub for Events and the Arts: Position downtown Carson as a magnet for large-scale public events, with a regional arts and recreation center that complements the Carson Civic Center and attracts both locals and visitors.
- E.** Build a Landmark Resort Hotel: Develop a high-rise resort hotel on a prominent 4.3-acre site visible from the I-405 Freeway, establishing it as a key destination within the new Civic Center area.
- F.** Expand Residential and Cultural Facilities: Construct a multi-story mixed-use residential building, a performing arts center, and an interactive museum to enrich the civic and cultural offerings of the community.
- G.** Revitalize City Hall: Transform City Hall with a multi-story mixed-use building to enhance its functionality and integrate seamlessly with the surrounding urban landscape.
- H.** Enhance the Community/Event Center: Modernize the Carson Community and Event Center, including the addition of an amphitheater to support a range of public performances and gatherings.

Scope of Work

The project consists of five (5) major tasks:

- Task 1: Development of the Civic Center Specific Plan
- Task 2: Programming of Civic Facilities
- Task 3: Concept Architectural Design of Civic Facilities
- Task 4: Cost Estimation for Civic Facilities
- Task 5: Preparation of CEQA Documentation

The specific plan and architectural concepts will be guided by the document *City of Carson Vision Plan, Carson Civic Center* (dated May 2024), created by Z&K Consultants and Gruen Associates.

Across Tasks 1 through 5, key activities include:

- **Kick-off Meeting:** An initial project meeting with the Z&K Team, City of Carson representatives, the City Planning Director, and other relevant stakeholders identified by the City and Z&K. This meeting will define the Specific Plan boundaries, establish the general project schedule, set up a biweekly virtual check-in schedule, outline communication protocols, clarify overarching project goals, and review any additional information requirements.
- **Biweekly Virtual Check-ins:** Regular biweekly meetings to maintain project momentum and ensure alignment with project milestones.
- **Public Engagement:** Participation in up to two public outreach meetings organized by the City, along with two Planning Commission meetings and one formal presentation at a City Council meeting.

This comprehensive approach ensures transparent communication, efficient project management, and community involvement throughout each phase of the project.

Task 1: Development of the Civic Center Specific Plan

The specific plan for the City of Carson Civic Center will include the requirements per the California Government Code - Section 65451, Article 8. Specific Plans as reproduced below:

(a) A specific plan shall include a text and a diagram or diagrams which specify all of the following in detail:

- (1) The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan.*
- (2) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.*
- (3) Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.*
- (4) A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out paragraphs (1), (2), and (3).*

(b) The specific plan shall include a statement of the relationship of the specific plan to the general plan.

Infrastructure | KPFF Consulting Engineers (KPFF) will deliver civil engineering services to support the Carson Civic Center Specific Plan, ensuring compliance with the 2009 California Government Code Section 65450-65457: Article 8, which governs Specific Plans. This work will focus on evaluating the capacity and impact of key infrastructure components—public sewage, water, and drainage facilities—related to the proposed Specific Plan project. KPFF understands that the Specific Plan is intended to align with the 2022 Carson 2040 General Plan and Draft Environmental Impact Report. Our team will perform a high-level assessment of the effects on public wet utilities (sewer, fire and domestic water, storm drain) specific to the planned area. This assessment is based on the assumption that existing utilities currently meet demand and will not require upgrades or expansion. This approach will help the City of Carson advance its vision for the Civic Center while supporting sustainable infrastructure planning.

Economics | Land Econ Group (LEG) will conduct a comprehensive real estate market analysis for residential and hotel properties anticipated to be available for private development, which are expected to serve as significant revenue sources supporting the new civic center's public facilities. The analysis will provide historical market context and a forward-looking market outlook over the next ten years, covering the following key land uses and parcels:

- **Approximately 150 Rental Apartments:** This analysis will assess rental rates, rent per square foot, unit mix, unit sizes, vacancy trends, historical absorption, amenities, and both current and emerging market competition.
- **Major Hotel:** The evaluation will focus on room rates, historical room revenue (including transient occupancy tax data), occupancy rates, hotel class, and the competitive landscape, examining both current and future competitors.

LEG will also provide an initial assessment of the museum and theater developments, focusing on potential land lease revenue and cost impacts, though a full market study for these facilities is not included in this scope. Additionally, LEG will estimate the land value and potential land lease revenue for the proposed hotel and apartment developments. The technical analysis will follow two tracks:

- **Comparable Land Transactions:** Identifying relevant comparable sales to establish baseline values.
- **Residual Value Approach:** A deeper valuation method based on the project's draft concept plan, calculating land value to translate into a potential lease revenue stream. This revenue is typically a negotiated percentage of the land value, providing a steady income stream based on current market conditions.

This dual approach ensures a thorough assessment of potential land values and lease revenue to support strategic decision-making for the Civic Center redevelopment project.

Mobility/Transportation Analysis | Iteris will conduct a comprehensive transportation impact analysis for the Specific Plan, addressing both CEQA and non-CEQA requirements. The CEQA analysis will assess the project's impact on regional mobility, specifically evaluating Vehicle Miles Traveled (VMT), to ensure compliance with State guidelines. The non-CEQA analysis will focus on local mobility impacts, examining intersection Levels of Service (LOS) in line with the City's traffic impact study guidelines. In addition, Iteris will collaborate with the Z&K team to develop the mobility chapter of the Specific Plan, contributing insights to shape an integrated approach to transportation planning. The traffic analysis will include collecting new traffic count data at up to six intersections and two roadway segments in the vicinity of the Specific Plan area, providing a robust data foundation for both CEQA and non-CEQA evaluations.

Draft Specific Plan | The Z&K Team will collaborate closely with the City to establish the content and framework for the Specific Plan. The Administrative Draft Specific Plan will encompass a land use plan, development standards, design guidelines, and a mobility plan to align with the City's vision for the Civic Center area. The draft will undergo a thorough review by the City's Planning, Economic Development, Recreation, and Public Works departments to incorporate feedback and secure preliminary approval. The plan will be developed based on the following preliminary outline:

- | | | |
|--|---|--|
| 1. Cover | • Relationship to the Carson General Plan | 6. Site Development and Design Standards |
| 2. Table of Contents | • Interpretation | • Applicability |
| 3. Introduction | • Severability | • Architectural standards |
| 4. Administration | 5. Land Use and Zoning | • Site Design Standards |
| • Establishment of Plan | • Permitted Uses | • Streetscape Design Standards |
| • Purpose | • Residential Density | • Landscape Design standards |
| • Vision, Goals, and Objectives | • Floor Area Ratio | • Sustainable Design Standards |
| • Relationship to other Zoning Regulations | • Height | • Parking Design Standards |
| • Relationship to Previous Specific Plans | • Affordable Housing | 7. Mobility Plan |
| | • Parking | 8. Infrastructure Plan |
| | | 9. Implementation |

The completed Draft Administrative Specific Plan will be submitted to the City for review, with the Z&K Team making refinements as requested. Following this, we will present the Draft Specific Plan to the Planning Commission for their recommendation to the City Council. The presentation, conducted by City staff, will include graphic support provided by the Z&K Team, who will attend the hearing (up to two staff members).

Subsequently, the Z&K Team will support City staff in presenting the Draft Specific Plan to the City Council for approval and adoption. This version will incorporate revisions recommended by City staff in response to feedback from Planning Commissioners and the public during the Planning Commission meeting. Graphic content will be supported by Gruen Associates, who will also attend the hearing (up to two staff members). At the direction of City staff, the Z&K Team will prepare the Final Specific Plan, addressing any additional changes requested by the City Council, ensuring that the final document aligns with the City's vision and stakeholder feedback.

Task 2: Programming of Civic Facilities

In collaboration with the City of Carson, the Z&K Team will develop a comprehensive program outlining the space requirements for civic facilities, including City Hall, a Performing Arts Center, modifications to the existing Events Center, and various site features. The programming of hotel, residential, and museum components will be managed separately by their respective developers.

- **City Hall:** The Z&K Team will begin by distributing a detailed questionnaire and spreadsheet to City departments and user groups. This form will guide respondents in assessing current space needs for staff, activities, and support areas, along with projected growth over a 20- to 30-year period. Following completion of the questionnaire, the Z&K Team will conduct a series of virtual meetings with each department or user group to clarify responses, address questions, and discuss potential options. The findings will be compiled into a program report documenting the process and outcomes.
- **Performing Arts Center:** The Z&K Team and our theater consultant, Theater DNA, will meet with City representatives to explore the anticipated types of performances, venue character, and specific space needs for a 1,200-seat capacity facility. A detailed space list will be created based on input from the City, covering specific dimensions and requirements for each area, including heights and support spaces. A Performance Space Character narrative will also be prepared to document the design and functional requirements of the performance and support spaces. Both the space list and narrative will be reviewed with City representatives to ensure alignment with their expectations. Any necessary updates will be made, culminating in a final program package that accurately reflects the City's needs and vision for the facility.

Task 3: Concept Architectural Design of Civic Facilities

Building on the foundational work from the Specific Plan and programming phase, the architectural concept designs will encompass the following Civic Center elements:

- City Hall with Ground-Floor Retail
- Performing Arts Center
- Modifications to the Existing Events Center
- Parking Facilities
- Exterior Site Features, including the public plaza and covered walkway
- Streetscape Concepts along Carson Boulevard

The hotel, residential, and museum components of the Civic Center will be designed separately by their respective developers. The architectural concept design process will be iterative, involving development, review, and refinement of designs in collaboration with the City to ensure alignment with project goals and feedback. Concept designs will evolve from the visions presented in Gruen's earlier work on the *Vision Plan, Carson Civic Center* (dated May 2024, prepared by Z&K Consultants and Gruen Associates) and Gruen's subsequent image studies for City Hall, titled *Carson Civic Center Master Plan Alternatives* (dated August 27, 2024). The concept designs will convey the interior and exterior configurations of the Civic Center through:

- **Illustrative Site Plan:** A conceptual site plan showing the entire Civic Center, including landscaping elements.
 - **Concept Floor Plans:** Floor plans for each level of each building.
 - **Illustrative Elevations:** Elevation views of each building to showcase exterior design.
 - **Building Sections:** Relevant cross-sections of each structure to illustrate spatial relationships.
 - **Digital 3D Rendered Images:** Visual renderings to communicate the design vision in three dimensions.
-

The focus of this phase will be architectural design, complemented by Theater DNA's performing arts expertise and Gruen Associates' landscape architecture. This concept design effort will not extend to engineering disciplines or specialty consultants such as structural, mechanical, electrical, plumbing, civil engineering, acoustics, lighting, or vertical transportation.

Task 4: Cost Estimation for Civic Facilities

Leland Saylor Associates (LSA) will develop a comprehensive Construction Cost Report that provides conceptual cost estimates for each public facility and amenity outlined in the Specific Plan, including the City Hall, Performing Arts Center, Event Center modifications, site features, and Carson Boulevard streetscape improvements. These cost estimates will be based on the completed Specific Plan Report and Concept Architectural Designs, reflecting the level of programming and conceptual detail available at this stage.

The report will estimate approximate construction costs and will include separate suggested allowances for broader project expenses, such as soft costs. Additionally, escalation allowances will be integrated, aligning with the phased development strategy to be detailed in the final Specific Plan report. This approach ensures that the cost estimates account for anticipated project timing, providing the City with a realistic financial framework for project implementation.

Task 5: Preparation of CEQA Documentation

Terry A. Hayes Associates (TAHA) will follow these steps to complete the California Environmental Quality Act (CEQA) process and prepare an Initial Study leading to the adoption of a Mitigated Negative Declaration (IS/MND) for the Carson Civic Center Specific Plan:

- **Project Management & Site Reconnaissance:** Throughout the environmental review process, TAHA will join conference calls with the project team and City staff as needed. A field visit to the Specific Plan area and surrounding vicinity will be conducted to evaluate potential environmental impacts and review any pre-existing technical studies and reports relevant to the Specific Plan.
- **Screencheck Draft IS/MND:** Using existing information and technical studies for the Specific Plan, TAHA will develop a comprehensive Initial Study covering all 21 environmental topics defined by the CEQA Guidelines. Detailed responses will address each CEQA checklist question, and, where necessary, mitigation measures will be proposed to reduce significant impacts to less-than-significant levels. The Screencheck Draft IS/MND will be submitted to the City for review and feedback.
- **Technical Analyses:** TAHA's in-house technical specialists will conduct air quality, greenhouse gas (GHG) emissions, and noise analyses tailored to the Specific Plan to address the relevant CEQA checklist areas. For transportation and utilities assessments, TAHA will incorporate findings from analyses previously prepared for the Specific Plan.
- **Revisions and Draft IS/MND:** TAHA will revise the IS/MND in response to City comments, with up to two review cycles anticipated prior to finalizing the document for public review. Upon City approval, the IS/MND will be prepared for public distribution.
- **Respond to Public Comments & Mitigation Monitoring and Reporting Program (MMRP):** Following the public circulation period, TAHA will draft responses to any public comments received. Additionally, TAHA will prepare an MMRP for the Specific Plan, outlining the framework to ensure implementation of any required mitigation measures.
- **Notice of Determination (NOD) & Public Hearing:** TAHA will prepare the NOD for the City to file with the Los Angeles County Clerk. TAHA will attend the public hearing for the proposed project to support City staff in addressing any questions or concerns from decision-makers regarding the environmental documentation.

This structured approach will ensure a thorough and transparent CEQA process, paving the way for responsible development aligned with environmental and community standards.

City Responsibilities

To complete the scope of work, the Z&K Team and our subconsultants request the following materials from the City at the start of the project:

Survey and Relevant Plans, Policies, or Studies

- A current, detailed, ground-edited digital ALTA and topographic survey.
- A list of all complete, current, and future capital improvement projects as listed in the 2022 Carson 2040 General Plan.
- Access to current or draft City plans, such as relevant Specific Plans, the Bicycle Master Plan, or any pertinent documents, studies, or reports.
- City branding standards for documents and reports, along with sample documents or plans the City aims to emulate.
- Relevant soils reports for the project vicinity.

Economic/Development Data

- Recent economic and market studies for projects around Carson Civic Center, including any available retail/commercial annual reports.
- Available demographic and economic data.

GIS and Land Use Data | GIS data/shapefiles for:

- | | | |
|--|--|---|
| • GIS data/shapefiles for: | • Parcels and property ownership | • Public and private parking areas, including surface lots and structures |
| • Census Tracts | • Publicly-owned parcels | • Micromobility drop zones and bike share stations |
| • Building footprints | • Recent and planned developments | • Transit network maps, schedules, and stops (existing and proposed) |
| • Curbs | • Vacant parcels and facilities | • Street network data (centerlines and/or right-of-way) |
| • General Plan land use designations | • Parks and open spaces | • Traffic Analysis Zones (TAZs) |
| • Specific Plan areas | • Bikeways | |
| • Citywide land use information (Land Use Element and Housing Element) | • Civic and institutional assets (e.g., schools, hospitals, churches, senior centers, libraries) | |
| • Zoning | | |

Infrastructure Data

- Complete digital record drawings of surrounding utilities (sewer, water, storm drain) and major city-wide sewer trunk lines.
- A directory of key utility contacts.

Mobility/Transportation and Traffic Data

- As-built plans of major roadways, including right-of-way and striping.
- Data on existing and proposed bike infrastructure.
- Public parking facilities and stall counts (Excel or PDF format).
- Baseline land use data for VMT CEQA analysis.
- Relevant traffic studies and Environmental Impact Reports (EIRs) from the past three years.
- Current Traffic Impact Study Guidelines.
- Historical traffic count data and vehicle counts at key intersections (within the last five years).
- Pedestrian counts at key intersections (within the last five years).
- Traffic collision data for the past three years, including raw data and any summaries from the Police Department.
- Statewide traffic collision data.
- Speed limits and speed survey results.
- List of programmed roadway improvements.
- Data on truck types and volumes on key roads.

These resources are essential to ensure a comprehensive, efficient, and effective execution of the Civic Center Specific Plan project.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Draft Specific Plan

- B. Final Specific Plan
 - C. Civic facilities program
 - D. Concept architectural designs of civic facilities
 - E. Construction estimated cost report
 - F. CEQA documents
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
- As requested by the City's Contract Officer.
- IV. 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.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
- A. Amer Jakher, PE, Senior Project Manager
 - B. Brittany Duhn, PE, Project Manager
 - C. Gruen Associates, architecture and planning, landscape architecture, and renderings (subconsultant)
 - D. Iteris, Inc., traffic services (subconsultant)
 - E. KPFF Consulting Engineers, civil engineering services (subconsultant)
 - F. Terry A. Hayes Associates Inc., environmental services (subconsultant)
 - G. Land Econ Group, economic/finance services (subconsultant)
 - H. Theatre DNA Creative, performing arts consultant services (subconsultant)
 - I. Leland Saylor Associates, cost estimator services (subconsultant)

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(additions shown in ***bold italics***, deletions shown in ~~striketrough~~ font)

I. Section 1.2 (Consultant’s Proposal) 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 “City of Carson Proposal for Carson Civic Center Specific Plan” dated November 21, 2024,*** ~~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~~proposal and this Agreement, the terms of this Agreement shall govern.”

II. 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:***

- i. Gruen Associates, which will provide services for architecture and planning, landscape architecture, and renderings;***
- ii. Iteris, Inc. for traffic services;***
- iii. KPFF Consulting Engineers for civil engineering services;***
- iv. Terry A. Hayes Associates Inc. for environmental services;***
- v. Land Econ Group for economic/finance services;***
- vi. Theatre DNA Creative for performing arts consultant services; and***
- vii. Leland Saylor Associates for cost estimator 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.”

EXHIBIT “C”
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

Task	Amount
Task 1. Development of the Civic Center Specific Plan	\$191,504.85
Task 2. Programming of Civic Facilities	\$44,280.00
Task 3. Concept Architectural Design of Civic Facilities	\$158,670.00
Task 4. Cost Estimate	\$45,325.50
Task 5. Preparation of CEQA Documentation	\$86,100.00
Total	\$525,800.35

The fees will be invoiced monthly based on the percentage of work completed for each task. The fee is not inclusive of reimbursable expenses such as document reproduction, millage, delivery services and other expenses incurred for the benefit of the project. Reimbursable expenses will be invoiced at their cost to Consultant plus 10%.

Reimbursable expenses are not to exceed \$24,199.65.

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
- 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 and reimbursable expenses shall not exceed \$550,000.00 as provided in Section 2.1 of this Agreement.**

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

The Z&K team will expedite completion of the scope of work within an eight-month (34 weeks) period as follows beginning with the notice to proceed and receipt of requested information.

Task	Estimated Completion
Task 1. Development of the Civic Center Specific Plan	End of Week 14
Task 2. Programming of Civic Facilities	End of Week 8
Task 3. Concept Architectural Design of Civic Facilities	End of Week 20
Task 4. Cost Estimate	End of Week 25
Task 5. Preparation of CEQA Documentation	End of Week 34

Please note that due to the expedited schedule any city feedback needs to be timely with a maximum 7-day review period.

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

RESOLUTION NO. 25-007

**A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING
THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND
AND SPECIAL REVENUE FUNDS, AND AMENDING THE
FISCAL YEAR 2024-25 CAPITAL IMPROVEMENT PROGRAM
TO INCORPORATE PROJECT NO. PW1796 - CARSON CIVIC
CENTER REDEVELOPMENT**

WHEREAS, the City Council adopted the City’s Fiscal Year (FY) 2024-25 budget on June 18, 2024 via Resolution No. 24-056; and

WHEREAS, the City Council has determined it necessary to amend the FY2024-25 General Fund budget and Special Revenue Funds budget to allocate the “In-Lieu” funding paid by Marathon (Tesoro) for the Mutual Termination of the Community Beautification Agreement; and

WHEREAS, the City Council has determined it necessary to amend the FY2024-25 Capital Improvement Program to incorporate a new project identified to be funded by the “In-Lieu” fees payment; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES
HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

Section 1. The following amendment(s) will be made to the City’s FY2024-25 budget:

<u>Account</u>	<u>Division/Object Description</u>	<u>Increase/(Decrease)</u>
Fund 3601	General Fund Reserve	(\$550,000.00)
101-99-999-904-6004 -PW1796	Professional Services – PW1796	\$550,000.00

Section 2. The following amendment(s) will be made to the City’s FY2024-25 Capital Improvement Program:

Add Project No. PW1796 – Carson Civic Center Redevelopment

Section 3. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY 2024-25 budget on file, and effective as of January 21, 2025, the same shall be in force and effect.

PASSED, APPROVED, and ADOPTED this 21st day of January 2025.

APPROVED AS TO FORM:

CITY OF CARSON:

Sunny K. Soltani, City Attorney

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. 25-007 adopted by the City of Carson City Council at its meeting held on January 21, 2025, by the following vote:

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

Dr. Khaleah K. Bradshaw, City Clerk

CAPITAL IMPROVEMENT PROJECTS

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
1 Construction	PW0675	Roadways	Sepulveda Blvd -Widening	The project involves widening and improvement of the roadway and bridge along Sepulveda Blvd to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and modification of existing traffic signal. 1	CC Previously Approved Projects	\$14,500,000	\$1,500,000	\$-	\$-	\$-	\$-	2, 4	COOP - Fund 284
							\$4,696					2, 4	Measure M PS&E - Fund 283
							\$0	\$3,500,000	\$-	\$-	\$-	2, 4	DIF Traffic (4941)
1 Construction	PW0919	Roadways	Wilmington /I-405 Fwy Interchange	Installation of improvements needed to provide easy access to the existing pull boxes located under the existing bridge necessary to maintain the traffic signal at the intersection of 223rd and Wilmington. 1	CC Previously Approved Projects	\$300,000	\$0	\$-	\$-	\$-	\$-	4	Gas Tax - Fund 212
							\$0						Measure R
1 Construction	PW1368	Parks	**Carriage Crest Park Expansion and Improvement Project	Refurbish main building facility and develop the additional 10 acres leased from Sanitation District. The project will include extending existing parking lot, adding new parking lot, Dog park, and remote restroom on South East end of property. New playground, outdoor fitness equipment area, new athletic ball fields with Security lights, upgrades to existing basketball courts, and general site improvements including walking/jogging loop (Prop 68-\$13M) +(\$3.3M General Fund) 1	CC Previously Approved Projects	\$23,468,092	\$12,460,709	\$-	\$-	\$-	\$-	2	OGALS - Fund 268
							\$10,436,995	\$-	\$-	\$-	\$-	2	General Fund
							\$872,283	\$-	\$-	\$-	\$-	2	DIF
1 Construction	PW1393-4	Roadways	Main Street Improvement from Carson St to Victoria	Citywide Annual Overlay Program - Main Street - Carson to Victoria. The project includes grinding existing asphalt pavement and overlay with ARHM to extend life of the pavement. 1	CC Previously Approved Projects	\$3,600,000	\$190,000	\$-	\$-	\$-	\$-	1, 2, 3, 4	Measure R - Fund 254
							\$0	\$-	\$-	\$-	\$-	1, 2, 3, 5	Measure M - Fund 281
1 Construction	PW1411-4	Roadways	Main Street Concrete Improvement from Carson St to Victoria	Annual concrete program - Main Street: Carson to Victoria. Concrete reconstruction, tree removal and replacement, repair of damagesidewalk, driveway approaches, curbs and gutter, access ramps to meet the requirements of ADA.	CC Previously Approved Projects	\$500,000	\$0	\$-	\$-	\$-	\$-	0	Measure M - Fund 281
1 Construction	PW1515	Stormwater	Carson Stormwater Capture Facility at Carriage Crest Park	Compliance Project - Stormwater chambers under baseball field to divert stormwater into LA County Sanitation District's Regional & Water Pollution Control Plant	CC Previously Approved Projects	\$22,110,713	\$500,000	\$-	\$-	\$-	\$-	2	Measure W

* PW Priority
** CS Priority
**** Front Loaded Project

CAPITAL IMPROVEMENT PROJECTS

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
1 Construction	PW1610	Parks	**Foisia Park Design and Construction	Design - Various upgrades to park facility. Competitave Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1	CC Previously Approved Projects	\$ 12,757,062	\$4,250,000	\$ -	\$ -	\$ -	\$ -	4	OGALS
							\$800,000	\$ -	\$ -	\$ -	\$ -	4	DIF
							\$7,750,000	\$ -	\$ -	\$ -	\$ -	4	General Fund
1 Construction	PW1614	Traffic	Traffic Signal Installation - Del Amo Bl at Stamps Dr	Traffic signal installation at intersection of Del Amo and Stamps - The project includes the installation of complete traffic signal system on all three legs of intersection. The project will improve safety for pedestrians and vehicles coming in and out of the residential community located on the northside of Del Amo. It will also serve the patrons of the future commercial development located on the south side of Del Amo.	CC Previously Approved Projects	\$ 1,200,000	\$20,000	\$ 1,180,000	\$ -	\$ -	\$ -	1	DIF Traffic (4941)
1 Construction	PW1630	Parks	**Anderson Park Electrical Panel-Design and Construction	Replace and upgrade main electrical switch gear and lighting control panel. (Combined PW1630 & PW1671)	CC Previously Approved Projects	\$ 75,000	\$75,000	\$ -	\$ -	\$ -	\$ -	3	Park Development (Quimby Fund 216)
1 Construction	PW1632	Buildings	Community Center Coiling Wall & Seismic Analysis	Repair coiling wall at Community Center Main Hall - Seismic Analysis	CC Previously Approved Projects	\$ 1,484,000	\$1,484,000	\$ -	\$ -	\$ -	\$ -	4	General Fund
1 Construction	PW1642	Roadways	Del Amo Blvd Rehabilitation - Central to Wilmington	Del Amo Blvd rehabilitation - Central to Wilmington. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	CC Previously Approved Projects	\$ 3,500,000	\$145,000	\$ -	\$ -	\$ -	\$ -	3	RMRA (SB1) - Fund 288
							\$161,000						General Fund
1 Construction	PW1648	Parks	*Athletic Field and walking path replacement Lighting -LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks (Construction to began at Calas Park 3/23)	CC Previously Approved Projects	\$ 1,707,575	\$1,707,575	\$ -	\$ -	\$ -	\$ -	1, 2, 3, 4	Load Shed - Fund 246
						\$ 1,680,494	\$0	\$ -	\$ -	\$ -	\$ -	1, 2, 3, 5	Park Development (Quimby) - Fund 216
							\$1,680,494	\$ -	\$ -	\$ -	\$ -	1, 2, 3, 6	DIF: Park & Related Facilities (4942)
1 Construction	PW1649	Traffic	Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	Traffic Signal Upgrades at 4 Intersections - Avalon Blvd at Victoria, Main St at Sepulveda,Main St and 223rd St, Figueroa St at Torrance Blvd)	CC Previously Approved Projects	\$ 2,400,000	\$322,350	\$ 1,200,000	\$ -	\$ -	\$ -	1, 2, 4	HSIP - Fund ?
							\$0	\$ -	\$ -	\$ -	\$ -	1, 2, 5	DIF Transportation (4945)
							\$877,650	\$ -	\$ -	\$ -	\$ -	1, 2, 6	DIF MBK Traffic - Fund 291
1 Construction	PW1657	Traffic	*Traffic Signal Upgrades (M312.41 and M312.46) - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at	Traffic Signal Upgrades at 6 Intersections - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St Pending MTA's fuding agreement for construction	CC Previously Approved	\$ 3,720,000	\$1,865,000	\$ 1,865,000	\$ -	\$ -	\$ -	1, 2, 3, 4	Measure R, MTA Award in July 21'

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CAPITAL IMPROVEMENT PROJECTS

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
1 Construction	PW1657	Trails	Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St	Upgrade hvac & roof at city hall and community center	Projects	\$ 9,730,000	\$0						Measure M
1 Construction	PW1662	Buildings	City Hall Renovation (HVAC & Roof)		CC Previously Approved Projects	\$ 6,612,971	\$350,000	\$ -	\$ -	\$ -	\$ -	4	Load Shed - Fund 246
1 Construction	PW1667	Traffic	*Upgrade existing traffic signal - Avalon Bl at Gardena Bl	Traffic Signal Upgrade to include addition of left turn phase on north and south bound direction of Avalon Blvd.	CC Previously Approved Projects	\$ 500,000	\$150,000	\$ -	\$ -	\$ -	\$ -	1	DIF Traffic (4941)
							\$350,000						Measure M Grant
1 Construction	PW1674	Parks	**Security Cameras	Install tamper proof security cameras at parks. Work on broadband requirements. (Johnson Contols)	CC Previously Approved Projects	\$ 7,351,975	\$1,500,000	\$ -	\$ -	\$ -	\$ -	1, 2, 3, 4	General Fund
							\$0	\$ -	\$ -	\$ -	\$ -	1, 2, 3, 5	
1 Construction	PW1676	Stormwater	City of Carson Stormwater Green Street Engineering, Design & Implementation (Gardena & Main Street)	Compliance to the RWQCB stormwater - Includes engineered systems, permeable pavements & nature-based systems. The goal is to comply with regulations.	CC Previously Approved Projects	\$ 3,000,000	\$500,000	\$ 2,500,000	\$ -	\$ -	\$ -	1, 2, 3, 4	Measure W - Fund 295
1 Construction	PW1683	Buildings	Park Gym Lighting - Stevenson & Vets	Replace gym and office lighting to led fixtures at both gyms (2 at Vets and Stevenson)	CC Previously Approved Projects	\$ 20,000	\$0	\$ -	\$ -	\$ -	\$ -	1, 2	Local: Quimby
							\$0	\$ -	\$ -	\$ -	\$ -	1, 2	DIF Utilities & Sustainability (4946)
1 Construction	PW1687	Roadways	Carson Street Intelligent Transportation System (ITS) Project	Installation of new fiber cables, the installation of 100' conduit gap across Main Street, CCTV cameras, hardware, software, and other elements that improve traffic flow on Carson Street from the 405 Fwy to Figueroa	CC Previously Approved Projects	\$ 700,000	\$700,000	\$ -	\$ -	\$ -	\$ -	2	Measure M Grant
1 Construction	PW1688	Roadways	Traffic Signal Synchronization Project (TSSP) - Avalon Bl from 126th St to Sepulveda Bl	Traffic signal synchronization at intersection (Total of 21 TSSP) along Avalon Bl from 126th St to Sepulveda Bl	CC Previously Approved Projects	\$ 1,000,000	\$500,000	\$ 500,000	\$ -	\$ -	\$ -	1, 4	Measure R - Fund 254
							\$0						Measure M - Fund 281
1 Construction	PW1691	Roadways	Avalon Street Rehabilitation	Avalon Blvd. Street Rehabilitation from Carson St. to 223rd Street. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	CC Previously Approved Projects	\$ 4,500,000	\$0	\$ 4,500,000	\$ -	\$ -	\$ -	1, 2, 3, 4	UNFUNDED
1 Construction	PW1693	Buildings	****Electric Vehicle Charging Infrastructure	Install 128 EV Chargers in City Parks. At City Hall install EV Charger infrastructure and charging equipment. SCE Charge Ready Program - Assume SCE will cover all infrastructure.	CC Previously Approved Projects	\$ 1,500,000	\$1,500,000	\$ -	\$ -	\$ -	\$ -	1, 2, 3, 4	SCE Charge Ready
							\$0	\$ -	\$ -	\$ -	\$ -	1, 2, 3, 5	DIF Utilities & Sustainability (4946)
1 Construction	PW1694	Roadways	*Bridge Maint Repair - Various Locations	Maintenance repair on vehicular bridges (20) per recommendation on the inspection report completed by Caltrans and LA County.	CC Previously Approved Projects	\$ 1,778,705	\$1,778,705	\$ -	\$ -	\$ -	\$ -	1, 2, 3, 4	General Fund
1 Construction	PW1718	Parks	**Anderson Park Concrete Repair	Limited accessibility upgrades compliance. Concrete reconstruction, asphalt concrete pavement reconstruction, new curbs, steps, and added walkways.	CC Previously Approved Projects	\$ 1,857,000	\$550,000	\$ -	\$ -	\$ -	\$ -	3	DIF: Park & Related Facilities (4942)
							\$1,307,000	\$ -	\$ -	\$ -	\$ -	3	General Fund

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CAPITAL IMPROVEMENT PROJECTS

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
1 Construction	PW1722	Roadways	213th St Street Improvement (Avalon to Main)	213th St. Improvement from Avalon to Main. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	Maintenance	\$3,500,000	\$65,093	\$-	\$-	\$-	\$-	1, 2	DIF Traffic (4941)
							\$1,086,368						Measure R
							\$2,348,539						Measure M
1 Construction	PW1726	Buildings	Community Center Courtyard (West) & Community Center East Parking Lot	Redesign/Upgrade Courtyard area. Outdoor entertainment - Although used occasionally by the public, the West courtyard and garden area of the Community Center it is not optimized for reservations in private events. The project proposes redesigning to include a raised Amphitheatre stage, large shade sales , open grass and concrete seating areas , and enclosed fenced perimeter to accommodate private rentals. Additional lighting , sound , and landscape amenities will also be included. Redesign Parking lot island in front of East entrance - With the addition of a mobile stage for large scale citywide special events come on the east parking lot of the Community Center is in need of modification to allow for easy set up and orientation of the stage to accommodate better visibility and access by the community. Parking lot adjustments will include the full or partial elimination of a single parking lot planter and associated landscape adjustments. The resulting design will allow for the stage to be erected at the east entrance of the Community Center with the stage facing toward the east.	New Project	\$10,000,000	\$9,000,000	\$-	\$-	\$-	\$-	4	General Fund
							\$1,000,000						DIF: Park & Related Facilities (4942)
1 Construction	PW1729	Buildings	City Hall Interior Lights Upgrade	Remove and Replace existing interior lights and replace with LED.	CC Previously Approved Projects	\$150,000	\$150,000	\$-	\$-	\$-	\$-	4	Load Shed - Fund 246
1 Construction	PW1730	Buildings	EV Chargers at Community Center West Wing	Install EV Charger Level 3 infrastructure and charging equipment at Community Center West Wing	New Project	\$288,341	\$44,000	\$-	\$-	\$-	\$-	4	DIF Utilities & Sustainability (4946)
1 Construction	PW1731	Buildings	EOC/Basement Renovations	Modify CY facility to accommodate for all upgrades required	CC Previously Approved Projects	\$6,506,000	\$6,506,000					4	Geneal Fund
1 Construction	PW1763	Roadways	Citywide Slurry Seal	Citywide Slurry Seal Project	CC Previously Approved Projects	\$3,500,000	\$418,155	\$-	\$-	\$-	\$-	1, 2, 3, 4	ARPA - Fund 299
1 Construction	PW1773	Roadways	CATCP	CARSON ACTIVE TRANSPORTATION AND COMMUNITY CONNECTIVITY PLAN (CATCP) Transportation studies and planning work to develop the CAT-CP to bring safety and connectivity to the disadvantaged communities of Carson.	New Project	\$405,000	\$301,344	\$-	\$-	\$-	\$-	1, 2, 3, 4	Grant SB-1

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CAPITAL IMPROVEMENT PROJECTS

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
1 Construction	PW1784	Roadways	Traffic Signal Modification	Traffic Signal modification at Central Avenue and University Drive: Install left turn arrows on all approaches at the intersection of Central Avenue and University Drive.	New Project - Unapproved	\$ 600,000	\$600,000	\$ -	\$ -	\$ -	\$ -		DIF Transportation (4945)
1 Construction	PW1786	Buildings	City Hall Bathroom and Kitchenette Renovations	Renovating all City Hall restrooms and upgrading to current Americans with Disabilities Act standards and applicable California Building Codes.	CC Previously Approved Projects	\$ 1,697,000	\$1,697,000	\$ -	\$ -	\$ -	\$ -	4	General Fund
1 Construction	PW1787	Buildings	CH Lobby Carpet Replacement	Replacing the carpet and base of the 2 nd floor of city hall, 1 st floor lobby, and stair access corridor adjacent to the City Clerks office. The project also includes resurfacing the concrete bands throughout the 1 st floor.	New Project - Unapproved	\$ 150,000	\$150,000	\$ -			\$ -	4	DIF Gov Facilities (4944)
1 Construction	PW1790	Buildings	Community Center Lighting and AV Equipmeny Upgrade	Upgrade existing lighting and AV equipment at Community Center Main Hall.	New Project - Unapproved	\$ 1,200,000	\$0	\$ 1,200,000				4	UNFUNDED- HIGH Priorty
1 Construction	PW1794	Buildings	Council Chambers AV & Lighting	Upgrade AV & Ligting equipment in the Council Chambers	New Project	\$ 600,000	\$600,000						PEG
1 Construction	PW1795	Parks	Mills Park Rec Center Renovation	Upgrades and Improvements to the Recreation Center at Mills Park	New Project	\$ 3,000,000	\$183,859						OGALS
							\$2,189,854						General Fund
2 Design	PW1451B	Bikeways	Bike Lane Installation - Carson St, Figueroa, Main St, and Victoria St	Design and construction of 14.6 mile bike lanes on Carson St, Figueroa, Main St, and Victoria St, including median modification to accommodate bike lane buffer zone	CC Previously Approved Projects	\$ 7,755,000	\$552,333	\$ 4,704,667	\$ -	\$ -	\$ -	1, 2, 3, 4	Metro
							\$403,000	\$ 806,000					HSIP
							\$134,400	\$ 644,500	\$ -	\$ -	\$ -	1, 2, 3, 4	DIF Transportation (4945)
							\$0	\$ 510,100					DIF Traffic (4941)
							\$0	\$ -	\$ -	\$ -	\$ -	1, 2, 3, 4	General Fund, Local Match \$148,800
2 Design	PW1452	Bikeways	Bike Lane Installation - 223rd St, Avalon Bl, Central Ave, Del Amo Bl, and University Dr	Design and construction of bike lanes on 223rd St, Avalon Bl, Central Ave, Del Amo Bl, and University Dr including median modification to accommodate bike lane buffer zone	CC Previously Approved Projects	\$ 7,778,000	\$594,667	\$ 4,789,333	\$ -	\$ -	\$ -	1, 2, 3, 4	Metro
							\$376,333	\$ 752,667					HSIP
							\$125,600	\$ 631,900	\$ -	\$ -	\$ -	1, 2, 3, 4	DIF Traffic (4941)
							\$0	\$ 507,500					DIF Transportation (4945)
							\$0	\$ -	\$ -	\$ -	\$ -	1, 2, 3, 4	General Fund, Local Match \$139,100;
2 Design	PW1490	Bikeways	Dominguez Channel Bike Path I	Bike path installation along Dominguez Channel from Main St to Avalon Blvd. Its construction also includes the bridge over the ravine to continue the alignment to Avalon Boulevard	CC Previously Approved Projects	\$ 9,000,000	\$939,464	\$ -	\$ -	\$ -	\$ -	3, 4	MTA Grant
							\$0	\$ -	\$ -	\$ -	\$ -	3, 4	TDA Article 3;)
							\$0	\$ -	\$ -	\$ -	\$ -	3, 4	DIF Transportation (4945)
							\$0	\$ 8,060,536	\$ -	\$ -	\$ -	3, 4	General Fund
2 Design	PW1534	Bikeways	Active Transporation Program - Santa Fe Bike Lane	Design and construction 1.5 mile bike lane along Santa Fe Ave between Del Amo Bl and Warnock Wy (Metro Funded) Upgrade of curb ramps citywide.	CC Previously Approved Projects	\$ 3,451,000	\$300,000	\$ 3,151,000	\$ -	\$ -	\$ -	3	ATP Cycle 6

* PW Priority
** CS Priority
**** Front Loaded Project

CAPITAL IMPROVEMENT PROJECTS

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
2 Design	PW1536	Roadways	Rapid Bus Priority System	Purchase and installation of bus shelters to improve the bus stops at 10 locations along Avalon Blvd and along Victoria Street within the vicinity of the Dignity Health Sports Park and CSUDH campus. The improvement involves covered bus shelters that are illuminated by solar powered batteries, installation of bike racks, repairs of adjacent sidewalks, and wayfinding signage.	CC Previously Approved Projects	\$524,318	\$334,527	\$-	\$-	\$-	\$-	1	MTA Call for Projects, PROP A, Measure M, Net Toll Revenue; ; DIF MBK Traffic or Shuttle
							\$189,791						DIF Traffic (4941)
2 Design	PW1600	Bikeways	Dominguez Channel Bike Path II	Bike path installation along Dominguez Channel from Avalon to Carson St	CC Previously Approved Projects	\$5,500,000	\$1,069,486	\$-	\$-	\$-	\$-	1, 4	MTA Grant
							\$0	\$-	\$-	\$-	\$-	1, 5	TDA Article 3
							\$0	\$-	\$-	\$-	\$-	1, 6	DIF Transportation (4945)
							\$0	\$4,430,514	\$-	\$-	\$-	1, 7	General Fund
2 Design	PW1608	Roadways	MLK Blvd Improvements	Reconstruction of Martin Luther King Blvd. The project includes removal and replacement of existing native soil and aggregate base to reconstruct roadway section per current City Standard.	CC Previously Approved Projects	\$10,000,000	\$0	\$10,000,000	\$-	\$-	\$-	1	UNFUNDED
2 Design	PW1612	Traffic	*Traffic Signal Installation- Broadway and Griffith	Traffic signal installation at Broadway and Griffith	CC Previously Approved Projects	\$600,000	\$100,000	\$500,000	\$-	\$-	\$-	1	Measure R Grant
							\$0	\$-	\$-	\$-	\$-	1	DIF Transportation (4945)
2 Design	PW1613	Traffic	Traffic Signal Installation - Main St at Lenardo Dr	Traffic signal installation at intersection - Main St and Lenardo Dr	CC Previously Approved Projects	\$400,000	\$400,000	\$-	\$-	\$-	\$-	1, 2	Measure MR-MM Bonds - Fund 256
2 Design	PW1615	Traffic	Traffic Signal Installation - Lenardo Dr at Stamps Dr	Traffic signal installation at intersection - Lenardo Dr and Stamps Dr	CC Previously Approved Projects	\$600,000	\$0	\$-	\$-	\$-	\$-	1	Measure MR-MM Bonds - Fund 256
2 Design	PW1616	Traffic	Traffic Signal Installation-3 Driveways - Lenardo Dr at FOLA Driveways	Traffic signal installation at intersection - Lenardo Dr and FOLA Driveways	CC Previously Approved Projects	\$1,500,000	\$0	\$-	\$-	\$-	\$-	1	Measure MR-MM Bonds and/or DIF Transportation (4945)
2 Design	PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	CC Previously Approved Projects	\$19,000,000	\$5,000,000	\$14,000,000	\$-	\$-	\$-	1	Measure MR-MM Bonds - Fund 256
2 Design	PW1620	Roadways	Lomita Blvd-Street Improvement - Figueroa to Avalon	Lomita Blvd - The project includes pavement rehabilitation, tree removal and replacement, and concrete reconstruction. (Combine PW1620, 1393-5, 1411-5)	CC Previously Approved Projects	\$2,200,000	\$0	\$2,200,000	\$-	\$-	\$-	2, 4	Measure R
							\$0	\$-	\$-	\$-	\$-	2, 4	Measure M
2 Design	PW1620	Roadways	Lomita Blvd-Street Improvement - Figueroa to Avalon	Lomita Blvd - The project includes pavement rehabilitation, tree removal and replacement, and concrete reconstruction. (Combine PW1620, 1393-5, 1411-5)	CC Previously Approved Projects		\$0	\$-	\$-	\$-	\$-	2, 4	DIF Traffic (4941)
2 Design	PW1624	Roadways	Figueroa Street Improvement - Torrance to 223rd	Figueroa Street Improvement - Torrance to 223rd. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	CC Previously Approved Projects	\$2,000,000	\$0	\$2,000,000	\$-	\$-	\$-	2	Measure M and/or R
2 Design	PW1636	Parks	**Mills Park Renovations	Install new shade structure over picnic shelters and outdoor exercise equipment, Construct Unisex restrooms (pre-fabrication) for public use, monument sign, wading pool demo - Per Capita Grant	CC Previously Approved Projects	\$3,445,254	\$4,020,400	\$-	\$-	\$-	\$-	3	County Park Open Space/Measure A
							\$0						DIF: Park & Related Facilities (4942)
							\$0						Park Development (Quimby Fund 216)

* PW Priority
** CS Priority
**** Front Loaded Project

CAPITAL IMPROVEMENT PROJECTS

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
2 Design	PW1647	Roadways	I-110 Freeway Arterial Improvements - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd	Traffic signal system improvement on the arterial roadways along the east and west side of the i-110 corridor at 6 Intersections - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd	CC Previously Approved Projects	\$3,520,000	\$0	\$1,019,181	\$-	\$-	\$-	1, 2,	Measure R - Fund 254
				Pending MTA's approval for scope change and time extension			\$0	\$740,819					DIF Transportation (4945)
							\$0	\$1,760,000					Metro Expresslane NetToll Revenue Grant
2 Design	PW1671	Parks	**Dolphin Park Electrical Panel Upgrade - design and Construction	Replace and upgrade electrical panels and lighting control for field lights. (Combined PW1671 & PW1630)	CC Previously Approved Projects	\$100,000	\$0	\$-	\$-	\$-	\$-	3	Park Development (Quimby) - Fund 216
2 Design	PW1681	Parks	Pool Building Shelter Cover	Provide covering over open slots in the locker rooms to prevent debries and water from entering (Carson & Foisia pool)	CC Previously Approved Projects	\$50,000	\$0	\$50,000	\$-	\$-	\$-	1, 4	Local: Quimby
2 Design	PW1682	Stormwater	Stormwater Master and Implementation Plan	Create a comprehensive Stormwater Implementation Plan to inform strategic stormwater capital planning, maintenance, operations, and program management in the City. The plan must consolidate municipal stormwater quality compliance; targeted drainage and flood improvements; operations, maintenance, and non-structural program management; and financial strategy (government grants, regional programs and partnerships, City funds if required, General Fund and Safe, Clean Water Program) into one guiding program	CC Previously Approved Projects	\$1,364,143	\$165,000	\$-	\$-	\$-	\$-	0	Measure W - Fund 295
2 Design	PW1684	Parks	Wading Pool Demo	Demolition of wading pools at Anderson, Calas, Veterans	CC Previously Approved Projects	\$100,000	\$100,000	\$-	\$-	\$-	\$-	2, 3	Local: Quimby, County Pk, DIF
2 Design	PW1706	Parks	Stevenson Park Bungalow Removal	Removal of bungalow "North End" (Combine PW1706 & PW1707)	CC Previously Approved Projects		\$0	\$-	\$-	\$-	\$-	1	DIF: Park & Related Facilities (4942)
													Park Development (Quimby Fund 216)
2 Design	PW1707	Parks	Stevenson Park Picnic Shelters	Installation of New Picnic Shelters (Combine PW1707 & PW1706)	CC Previously Approved Projects	\$1,000,000	\$0						DIF: Park & Related Facilities (4942)
							\$0	\$1,000,000	\$-	\$-	\$-	1	Park Development (Quimby Fund 216)
2 Design	PW1710	Roadways	Walnut St rehabilitation (Avalon to Central)	Walnut St rehabilitation from Avalon to Central. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	CC Previously Approved Projects	\$3,900,000	\$0	\$3,900,000	\$-	\$-	\$-	1	RMRA (SB1) - Fund 288
2 Design	PW1715	Roadways	Medians Plan: Construct & Relandscape Center Medians	Replace and install all new landscape at the center medians located through out the city with drought tolerant plants.	CC Previously Approved Projects, Grants-Eligible	\$1,500,000	\$400,000	\$1,000,000	\$-	\$-	\$-	1, 2, 3, 4	DIF Administration (4940)
2 Design	PW1723	Buildings	International Sculpture Garden	City Council request, the existing statue of Jose Rizal is the first of potentially several historical leaders to be memorialized in the international sculpture garden. Staff recommendation is to congregate all sculptures in an accessible area adjacent to the Community Center and outside of the footprint of the proposed Teen/Innovation Center.	New Project	\$200,000	\$0	\$-	\$-	\$-	\$-	4	UNFUNDED
2 Design	PW1732	Parks	Solar @ Vets Park	Microgrid-Solar panels and Battery Storage Systems at SportsComplex Parking Lot and some areas of roofing.	New Project	\$2,000,000	\$2,000,000	\$2,000,000	\$-	\$-	\$-	2	Fed Gov't Appropriation from HUD Grant# B-23-CP-OCA-0076
2 Design	PW1738	Technology	WiFi in Parks	Expand WiFi throughout the parks to have accessibility on fields, parking lots, courts, etc.	CC Previously Approved Projects	\$350,000	\$350,000	\$-	\$-	\$-	\$-	1, 2, 3, 4	ARPA - Fund 299

* PW Priority
** CS Priority
**** Front Loaded Project

CAPITAL IMPROVEMENT PROJECTS

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
2 Design	PW1748	Buildings	Corporate Yard Energy Efficient & Other Improvements - Evaluate and construct, if viable	<div>•Optimize equipment layout and parking space</div> <div>•Wall and roof repair and insulation at main corporate yard building</div> <div>•Driveway at 18601 S. Main St for alternate Corporate Yard exit</div> <div>•Wash station and compliance requirements</div> <div>•Covered parking, Fire Suppression system at Warehouse and Community Services</div>	CC Previously Approved Projects	\$4,000,000	\$300,000	\$3,700,000	\$-	\$-	\$-	1	DIF Gov Facilities (4944)
							\$0						DIF Gov Facilities (4944)
2 Design	PW1749	Buildings	EV Bus Chargers	Installation of EV bus chargers with electrical conduits and potential transformer	CC Previously Approved Projects	\$250,000	\$250,000	\$-	\$-	\$-	\$-	1	Maybe loadshed or Prop C; DIF Utilities & Sustainability (4946)
2 Design	PW1753	Roadways	University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	University Dr. Rehabilitation (1.8 miles) from Avalon to Wilmington Ave. The project includes removal and replacement of asphalt pavement section and base, grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	New Project	\$4,375,000	\$1,000,000	\$1,559,000	\$-	\$-	\$-	1, 3	Surface Transporation Program Local (STPL) \$2.7M from STPL
							\$1,816,000	\$-					DIF Traffic (4941)
							\$0						Measure R
							\$0						Measure M
2 Design	PW1758	Roadways	Main Street - 228th St to Carson Street	Main St. (0.9 miles) Grind and overlay from 228th St. to Carson St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	New Project	\$4,000,000	\$0	\$-	\$1,350,000	\$-	\$-	2, 4	RMRA (SB1) - Fund 288
2 Design	PW1775	Roadways	213th St. Street Lights	Chico to Wilmington	New Project	\$800,000	\$800,000	\$-	\$-	\$-	\$-	3	Measure R
													Measure M
2 Design	PW1776	Stormwater	Calas Park Stormwater Infiltration and Water Quality Improvements	Supplemental Environment Project (SEP)	New Project	\$6,000,000	\$500,000	\$5,500,000	\$-	\$-	\$-	3	LA County Sanitation Districts
2 Design	PW1780	Roadways	Victoria Street Transit Center	Construction of a new transit center adjacent to CSUDH	New Project - Unapproved	\$3,250,000	\$0	\$3,250,000	\$-	\$-	\$-	1	Metro Grant
2 Design	PW1783	Stormwater	Delford Culvert Replacement	Reconstruct the culvert between Delford Avenue and 226 th Place.	New Project - Unapproved	\$294,470	\$0	\$-	\$-	\$-	\$-		General Fund
2 Design	PW1785	Bikeways	Carson Bicycle Master Plan	Carson's Master Bicycle Plan will serve as an informative guide when developing a framework that improves the city's physical bicycle system and reduces transportation inequities. With 18.7 sq miles of grid street networks (including California State University, Dominguez Hills), connecting Carson's communities can enable widespread mode shifts to bicycling.	New Project - Unapproved	\$897,000	\$897,000				\$-		ATP Cycle 6
2 Design	PW1788	Stormwater	Del Amo Park Drainage	Evaluate draining for northern portion of del amo park. And prepare PS&E for basketball courts and problematic areas.		\$3,000,000	\$150,000	\$3,000,000			\$-		Gen-Fun On-call
2 Design	PW1796	Buildings	Carson Civic Center Redevelopment	Carson Civic Center Redevelopment	New Project								

* PW Priority
** CS Priority
**** Front Loaded Project

CAPITAL IMPROVEMENT PROJECTS

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
3 Maintenance	PW1396	Roadways	Dominguez Street Roadway Reconstruction	Dominguez Street from Wilmington to Alameda. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	CC Previously Approved Projects	\$ 3,120,000	\$0	\$ -	\$ -	\$ -	\$ -	1, 2, 3, 4	UNFUNDED
3 Maintenance	PW1413-5	Roadways	Annual Slurry Seal & Crack Seal Program (Preventative Maintenance)	Annual preventative maintenace using a rubberized slurry seal on city streets -	New Project	\$ 900,000	\$0	\$ -	\$ -	\$ 900,000	\$ -	1, 2, 3, 4	UNFUNDED
3 Maintenance	PW1426	Roadways	*Citywide Park Slurry Seal Parking Lot, Green Streets & Sustainability	Preventative maintenance for parking lot at all City Parks (12 @\$85k)	New Project /Funded Const.	\$ 1,020,000	\$0	\$ -	\$ 1,020,000	\$ -	\$ -	1, 2, 3, 4	UNFUNDED
3 Maintenance	PW1484	Parks	Dugout Cover Installation at 9 Parks	Repair and or replace dugout roof material (Calas, Carriage Crest, Del Amo, Dolphin, Dominguez, Foisia, Hemingway, Stevenson, Veterans) 26 total	CC Previously Approved Projects	\$ 75,000	\$0	\$ 75,000	\$ -	\$ -	\$ -	1, 2, 3, 4	Local: Quimby
3 Maintenance	PW1639	Parks	Veterans Park Office & Meeting Room & Kitchen Refurbishment	Replace counters, counter tops, cabinets and plumbing fixtures, flooring in Activity rooms and office and remodel Kitchen with new floor/cabinets/appliances	CC Previously Approved Projects	\$ 200,000	\$0	\$ 200,000	\$ -	\$ -	\$ -	2	Local: Quimby, County Pk
3 Maintenance	PW1673	Parks	**Pool Slides Replacement at Dominguez Park and Hemingway Park	Replace and install new pool slides for Dominguez Pool and Hemingway Pool	CC Previously Approved Projects	\$ 900,000	\$0	\$ 450,000	\$ 450,000	\$ -	\$ -	1, 3	Local: Quimby, County Pk DIF: Park & Related Facilities (4942), Park Development (Quimby Fund 216)
3 Maintenance	PW1692	Stormwater	*Carson Stormwater & Runoff Project (O&M Carriage Crest Park)	Operation & Maintenance of stormwater capture facility at Carriage Crest Park. Safe clean water program requirements	CC Previously Approved Projects	\$ 1,037,500	\$207,500	\$207,500	\$207,500	\$207,500	\$ -	2	Safe Clean Water \$207,500 , General Fund 1:1 Match \$207,500
							\$207,500	\$207,500	\$207,500	\$207,500			General Fund 1:1 Match \$207,500
3 Maintenance	PW1699	Buildings	Community Center Upgrades - Dominguez Halls and Kitchen	Upgrades to facility kitchen and halls (Dominguez Halls) at community center (Later to avoid construction conflicts w/ coiling wall)	CC Previously Approved Projects	\$ 1,870,000	\$0	\$ 1,870,000	\$ -	\$ -	\$ -	4	UNFUNDED
3 Maintenance	PW1712	Buildings	Park Facility HVAC Installation	Design and Construct - \$750k per Gymnasium and Facility	Maintenance	\$ 7,500,000	\$0	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 1,500,000	1, 2, 3, 4	UNFUNDED
3 Maintenance	PW1754	Roadways	Figueroa Street - Torrance to Victoria	Figueroa St. (2.3 miles) Grind and overlay from Torrance to Victoria. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	New Project	\$ 6,540,000	\$0	\$ 650,000	\$ 5,890,000	\$ -	\$ -	1, 2	UNFUNDED
3 Maintenance	PW1791	Roadways	Street Repair	Citywide Street Repair	Maintenance	\$ 32,000,000	\$15,000,000	\$ -					FUNDED -CIP-GENFUN
							\$121,311,670	\$108,272,717	\$11,125,000	\$3,315,000	\$1,500,000		

* PW Priority
** CS Priority
**** Front Loaded Project



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

CONSENT 14.

To: Honorable Mayor and City Council

From: Michael George, Assistant to the City Manager

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF CARSON AND CBJ, LP DBA LOS ANGELES BUSINESS JOURNAL (CITY COUNCIL)

I. SUMMARY

This item transmits a recommendation for the City Council to approve Amendment No. 1 with CBJ, LP DBA Los Angeles Business Journal to increase the contract amount by \$9,465 to cover additional expenses that were incurred earlier during the contract term, and which were not included in the original contract amount.

At its meeting on January 9, 2024, the City Council approved a contract with Los Angeles Business Journal under the Innovation, Sustainability, and Performance Management Department ("ISPM") for an initial one-year term for a not to exceed contract sum of \$88,650 for promotion of the City. The contract included set monthly terms, however, additional services were authorized by the previous Director of ISPM for the August 19-25 issue of the Los Angeles Business Journal for an additional \$9,465, however the contract was not amended at that time to absorb the additional cost.

Approval of this item would add \$9,465 to the contract consideration amount and allow staff to pay the final invoice for the Los Angeles Business Journal Contract and close out the contract.

Because the contract expired January 8, 2025, the amendment would be made effective retroactive to January 8, 2025, and extended by two months to provide staff ample time to process final invoice(s).

II. RECOMMENDATION

1. APPROVE the proposed Amendment No. 1 between the City of Carson and CBJ, LP DBA Los Angeles Business Journal; and
2. AUTHORIZE the Mayor to execute the Amendment following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

At its meeting on January 9, 2024, the City Council approved a contract with Los Angeles Business Journal for an initial one-year term for a not to exceed contract sum of \$88,650.

Approval of this item will enable staff to process the invoice and pay the Los Angeles Business Journal for the additional expenses that were incurred under this contract.

V. FISCAL IMPACT

Funding to cover this expense of \$9,465 would be absorbed within the existing Fiscal Year 2024-2025 Council approved budget of the Innovation, Sustainability, and Performance Management Department (ISPM) account for Professional Services (101-52-510-101-6004). No new funding is being sought.

VI. EXHIBITS

1. Proposed Amendment No. 1

Attachments

[LABJ Amendment 1.pdf](#)

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 1”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and CBJ, LP, a Kansas limited partnership authorized to conduct business in California doing business as LOS ANGELES BUSINESS JOURNAL (“Consultant”), is effective retroactive to January 8, 2025. City and Consultant are sometimes herein individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Consultant entered into an Agreement for Contract Services dated January 9, 2024 (the “Agreement”), whereby Consultant agreed to provide certain marketing services for a not-to-exceed Contract Sum of \$88,650.

B. In August 2024, the City exercised the Cover Wrap option from the Agreement at a cost of \$14,000, which was not accounted for in the original Contract Sum of \$88,650. Because the City exercised this option, and to facilitate the completion of Services under the Agreement, the Consultant agreed to reduce the cost of the outstanding Services so that the total additional amount owed by City is only \$9,465.

C. City and Consultant now desire to amend the Agreement to increase the Contract Sum by \$9,465 resulting in an adjusted not-to-exceed Contract Sum of \$98,115 to account for the Services provided, including the Cover Wrap option, and to extend the Term by two months to provide City ample time to process final invoice(s).

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) of the Agreement is amended to read in its entirety as follows:**

“2.1 Contract Sum. Subject to any limitations set forth in the 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 action expenses, shall not exceed ~~Eighty-Ninety~~-Eight Thousand ~~Six~~ ***One*** Hundred ~~Fifty~~ ***Fifteen*** Dollars and Zero Cents (~~\$88,650~~ ***\$98,115***) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. **Section 3.4 (Term) of the Agreement is 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 **fourteen (14) months** ~~one (1) years~~ from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

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 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 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(s) and year set forth below, with express intent that this Amendment No. 1 shall be effective retroactive to January 8, 2025.

CITY:

CITY OF CARSON, a municipal corporation

David C. Roberts, Jr., City Manager

Date: _____, 2025

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:

CBJ, LP, a Kansas limited partnership doing
business as LOS ANGELES BUSINESS JOURNAL

By: CBJ Associates, Inc.
Its: General Partner

By: _____

Name:

Title:

Address: 11150 Santa Monica Blvd. Suite 350
Los Angeles, CA 90025

Date: _____, 2025

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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
<input type="checkbox"/>	<div>TITLE(S) PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div>	<div>TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	<div>NUMBER OF PAGES</div>
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		<div>DATE OF DOCUMENT</div>
		<div>SIGNER(S) OTHER THAN NAMED ABOVE</div>

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____		
		SIGNER(S) OTHER THAN NAMED ABOVE



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

CONSENT 12.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-01-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$43,476.98, DEMAND CHECK NUMBERS HA-002022 THROUGH HA-002028 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-01-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$43,476.98, DEMAND CHECK NUMBERS HA-002022 THROUGH HA-002028.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-01-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$43,476.98, DEMAND CHECK NUMBERS HA-002022 THROUGH HA-002028".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

THE CARSON HOUSING AUTHORITY 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.

SECTION 2: On January 21, 2025, the Carson Housing Authority ratified the above demand numbers HA-002022 through HA-002028. 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 \$43,476.98.

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 21ST DAY OF JANUARY, 2025.

CARSON HOUSING AUTHORITY, acting as the successor housing agency of the CARSON REDEVELOPMENT AGENCY, a public body by:

APPROVED AS TO FORM:

Sunny K. Soltani, Agency Counsel

CITY OF CARSON:

Lula Davis-Holmes, Chairman

ATTEST:

Dr. Khaleah K. Bradshaw, Secretary

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 _____ DAY OF _____ AT CARSON, CALIFORNIA:

David C. Roberts, Jr., Executive Director

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

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Housing Authority, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-01-CHA, adopted by the City of Carson City Council at its meeting held on January 21, 2025 by the following vote:

AYES: AUTHORITY BOARD MEMBERS:

NOES: AUTHORITY BOARD MEMBERS:

ABSTAIN: AUTHORITY BOARD MEMBERS:

ABSENT: AUTHORITY BOARD MEMBERS:

Dr. Khaleah K. Bradshaw, Secretary

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-01-CHA

Attachments

[Exhibit 1 CHA Demand Reso# 25-01-CHA.pdf](#)

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 255-99-999-999-1012-

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
2022	12/05/2024	PRINTED	000547 CARSON TERRACE PARTNERS L	6,110.00			
2023	12/12/2024	PRINTED	000685 AMERINATIONAL COMMUNITY S	2,666.68			
2024	12/12/2024	PRINTED	006884 LYFT, INC.	312.65			
2025	12/19/2024	PRINTED	003585 RSG INC	32,266.25			
2026	12/19/2024	PRINTED	000211 SMART AND FINAL IRIS	88.96			
2027	12/26/2024	PRINTED	001001 AT&T PHONE	32.44			
2028	12/26/2024	PRINTED	001924 THE BANK OF NEW YORK MELL	2,000.00			
7 CHECKS				43,476.98	.00		
CASH ACCOUNT TOTAL							

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
7 CHECKS	FINAL TOTAL	43,476.98	.00

** END OF REPORT - Generated by Jane Manalo **



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-008, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,379,449.46, DEMAND CHECK NUMBERS 177061 THROUGH 177123 FOR GENERAL DEMAND (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-008, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS AS FOLLOWS:

TOTAL OF \$1,379,449.46 FOR GENERAL DEMANDS CHECK NUMBERS 177061 THROUGH 177123.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-008, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,379,449.46, DEMAND CHECK NUMBERS 177061 THROUGH 177123 FOR GENERAL DEMAND".

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.

SECTION 2: On January 21, 2025, the City Council ratified the above demand numbers 177061 through 177123 for General 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 \$1,379,449.46.

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 21ST DAY OF JANUARY, 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 _____ DAY OF _____ 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. 25-008, adopted by the City of Carson City Council at its meeting held on January 21, 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 RESOLUTION #25-008

Attachments

[Exhibit 1 Demand Register Reso# 25-008.pdf](#)

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010-

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
177061	12/30/2024	PRINTED	002516 MICHAEL WHITTAKER	820.89			
177062	01/02/2025	PRINTED	006506 ALL IN ONE PARTIES	1,160.00			
177063	01/02/2025	PRINTED	004388 AIS TRUST ACCOUNT NEWPORT	165.96			
177064	01/02/2025	PRINTED	007864 ALTA PLANNING + DESIGN, I	29,031.94			
177065	01/02/2025	PRINTED	008425 AMERICAN GLOBAL SECURITY	77,104.91			
177066	01/02/2025	PRINTED	000495 AMERICAN SOCCER CO INC	112.36			
177067	01/02/2025	PRINTED	000543 AQUA FLO SUPPLY	12,321.41			
177068	01/02/2025	PRINTED	003927 ARAMSCO INC	5,918.90			
177069	01/02/2025	PRINTED	004410 B D WHITE TOP SOIL CO INC	1,631.70			
177070	01/02/2025	PRINTED	000697 BIG ANDYS TROPHIES AND PL	436.59			
177071	01/02/2025	PRINTED	000348 BLUEPRINT SERVICE	808.22			
177072	01/02/2025	PRINTED	001762 ROGER BRANCH JR	50.00			
177073	01/02/2025	PRINTED	001627 BSN SPORTS LLC	14,207.50			
177074	01/02/2025	PRINTED	001489 CHOURA VENUE SERVICES	1,183.14			
177075	01/02/2025	PRINTED	001416 CITIZENS BUSINESS BANK	43,364.00			
177076	01/02/2025	PRINTED	007718 CLIVABETH PHOTOGRAPHY LLC	3,262.88			
177077	01/02/2025	PRINTED	004824 MANUEL DASILVA	50.00			
177078	01/02/2025	PRINTED	000658 DELL	50,460.89			
177079	01/02/2025	PRINTED	006876 DONS AUDIO VISUAL	3,067.00			
177080	01/02/2025	PRINTED	006907 ECO LAB	737.08			
177081	01/02/2025	PRINTED	000039 EWING IRRIGATION PRODUCTS	326.96			
177082	01/02/2025	PRINTED	005044 ROMEO GALEON	50.00			
177083	01/02/2025	PRINTED	000941 GOLDEN STATE WATER COMPAN	43.26			
177084	01/02/2025	PRINTED	008491 GREEN EQUITY PROPERTIES I	10,000.00			
177085	01/02/2025	PRINTED	008136 HARRELL'S, LLC	15,082.20			
177086	01/02/2025	PRINTED	000234 THE HOME DEPOT INC	88.11			
177087	01/02/2025	PRINTED	008485 IRENE Q. CASTILLO	25,000.00			
177088	01/02/2025	PRINTED	007829 JOHNSON CONTROLS	755,480.66			
177089	01/02/2025	PRINTED	008490 JOSE BUCAD	20,000.00			
177090	01/02/2025	PRINTED	007093 KILEY & ASSOCIATES LLC	5,000.00			
177091	01/02/2025	PRINTED	005040 SALOMON LOPEZ	68.60			
177092	01/02/2025	PRINTED	006668 LOS ANGELES CONSERVATION	23,335.90			
177093	01/02/2025	PRINTED	000178 LOS ANGELES COUNTY	12.00			
177094	01/02/2025	PRINTED	000074 LOS ANGELES COUNTY SHERIF	6,553.27			
177095	01/02/2025	PRINTED	001732 MANHATTAN STITCHING CO IN	4,966.76			
177096	01/02/2025	PRINTED	007964 MOUR GROUP ENGINEERING +	43,625.00			
177097	01/02/2025	PRINTED	000385 NATIONWIDE ENVIRONMENTAL	98,131.60			
177098	01/02/2025	PRINTED	007851 NAVIN SAMI	13,760.00			
177099	01/02/2025	PRINTED	006214 NBS GOVERNMENT FINANCE GR	1,187.88			
177100	01/02/2025	PRINTED	007779 NEMIE P. MOSEQUERA	50.00			
177101	01/02/2025	PRINTED	000528 PARTY PRONTO	2,921.00			
177102	01/02/2025	PRINTED	001081 BRIAN RABER	50.00			
177103	01/02/2025	PRINTED	010000 MID FIRST BANK	45.00			
177104	01/02/2025	PRINTED	010000 MID FIRST BANK	45.00			
177105	01/02/2025	PRINTED	010000 BY FAITH MINISTRIES	250.00			
177106	01/02/2025	PRINTED	010000 GUARDIAN ASSET MANAGEMENT	45.00			
177107	01/02/2025	PRINTED	010000 NORTHSIGHT MANAGEMENT, LL	45.00			
177108	01/02/2025	PRINTED	010000 WELL CHURCH WEST	444.90			
177109	01/02/2025	PRINTED	000057 ROBERT MCELROY LLC	104.93			
177110	01/02/2025	PRINTED	000419 RYDIN DECAL	781.23			
177111	01/02/2025	PRINTED	000791 EMMANUEL A SALOMON	50.00			
177112	01/02/2025	PRINTED	000427 SAM'S CLUB DIRECT	302.48			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010-

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
177113	01/02/2025	PRINTED	000158 LIWAYWAY N SANTOS	278.40			
177114	01/02/2025	PRINTED	007632 SEAY, AL CARNEL	50.00			
177115	01/02/2025	PRINTED	003159 SITEONE LANDSCAPE SUPPLY	454.50			
177116	01/02/2025	PRINTED	000240 SOUTHERN CALIFORNIA EDISO	21,287.78			
177117	01/02/2025	PRINTED	004417 SOCALGAS	11,738.54			
177118	01/02/2025	PRINTED	007090 T-MOBILE USA INC.	3,687.97			
177119	01/02/2025	PRINTED	007956 THOMAS WOODS	50.00			
177120	01/02/2025	PRINTED	007705 TRANSTECH ENGINEERS, INC.	19,608.46			
177121	01/02/2025	PRINTED	004186 THE UPS STORE 6721	529.20			
177122	01/02/2025	PRINTED	004222 RICHARD WOODS JR	50.00			
177123	12/31/2024	PRINTED	000797 ALESHIRE AND WYNDER LLP	47,972.50			
63 CHECKS				CASH ACCOUNT TOTAL	1,379,449.46	.00	

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
63 CHECKS	FINAL TOTAL	1,379,449.46	.00
** END OF REPORT - Generated by Jane Manalo **			



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

CONSENT 14.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-01-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$34,871.88, DEMAND CHECK NUMBERS SA-001939 THROUGH SA-001940 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-01-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$34,871.88, DEMAND CHECK NUMBERS SA-001939 THROUGH SA-001940.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution NO. 25-01-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$34,871.88, DEMAND CHECK NUMBERS SA-001939 THROUGH SA-001940".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

THE CARSON SUCCESSOR AGENCY 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.

SECTION 2: On January 21, 2025, the Carson Successor Agency ratified the above demand numbers SA-001939 through SA-001940. 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 \$34,871.88.

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 21ST DAY OF JANUARY, 2025.

CARSON SUCCESSOR AGENCY, to the dissolved CARSON REDEVELOPMENT AGENCY, a public body

APPROVED AS TO FORM:

Sunny K. Soltani, Agency Counsel

CITY OF CARSON:

Lula Davis-Holmes, Chairman

ATTEST:

Dr. Khaleah K. Bradshaw, Secretary

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 ____ DAY OF _____ AT CARSON, CALIFORNIA:

David C. Roberts, Jr., Executive Director

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

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Successor Agency, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-01-CSA, adopted by the City of Carson City Council at its meeting held on January 21, 2025 by the following vote:

AYES: AUTHORITY BOARD MEMBERS:

NOES: AUTHORITY BOARD MEMBERS:

ABSTAIN: AUTHORITY BOARD MEMBERS:

ABSENT: AUTHORITY BOARD MEMBERS:

Dr. Khaleah K. Bradshaw, Secretary

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-01-CSA

Attachments

[Exhibit 1 CSA Demand Reso #25-01-CSA.pdf](#)

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 782-99-999-999-1030-

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1939	12/19/2024	PRINTED	003585 RSG INC	34,807.00			
1940	12/26/2024	PRINTED	001001 AT&T PHONE	64.88			
2 CHECKS				34,871.88	.00		
CASH ACCOUNT TOTAL							

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
2 CHECKS	FINAL TOTAL	34,871.88	.00

** END OF REPORT - Generated by Jane Manalo **



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: Monica Cooper, City Treasurer TREASURER Administration

Subject: CONSIDER APPROVAL OF RESOLUTION NO. 25-003 TO INCREASE THE AVAILABLE FUNDS OF THE REVOLVING FUND FOR TRAVEL/CONFERENCES (CITY COUNCIL)

I. SUMMARY

Staff recommends increasing the revolving travel and conference fund from \$5,000 to \$10,000 to address the rising costs of travel, lodging registration fees associated with professional development opportunities. Since the last adjustment in 1978, inflation and increased costs have significantly limited the ability of employees to attend valuable conferences and training sessions within the current budget. By increasing the fund, the City will enable employees to enhance their skills, gain access to new practices, and build professional networks, all of which contribute to improved performance and enhancing the communities' experience. This investment in employee development will not only benefit staff but also strengthen the City's ability to effectively serve the community.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-003, " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, INCREASING THE AMOUNT OF THE REVOLVING FUND."

III. ALTERNATIVES

TAKE another action that City Council deems appropriate.

IV. BACKGROUND

On April 17, 1978, the City Council adopted Resolution No. 78-069, which increased the available funds in the revolving travel and conference fund from \$2,000 to \$5,000. Staff recommends that the City Council approve an additional increase to support rising travel costs and expand opportunities for employee conference and travel attendance. Specifically, staff proposes increasing the fund from \$5000 to \$10,000 to better accommodate these needs.

V. FISCAL IMPACT

There is no fiscal impact, as these expenses have already been budgeted within the respective departmental allocations.

VI. EXHIBITS

1. Exhibit No. 1: Resolution No. 78-069
2. Exhibit No. 2: Paid Invoices Report November-December 2024
3. Exhibit No. 3: Resolution No. 25-003

Attachments

[EXHIBIT NO.1- Resolution 78-069.pdf](#)

[EXHIBIT NO. 2-Paid Invoices Report November-December 2024_.pdf](#)

[EXHIBIT NO. 3-Resolution No 25-003.pdf](#)

RESOLUTION NO. 78-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARSON INCREASING THE AMOUNT OF THE REVOLVING
FUND


WHEREAS, the City Council did adopt Ordinance No. 75-350,
transferring custody of the "Revolving Fund" to the Treasurer and
amending the Carson Municipal Code; and

WHEREAS, the Revolving Fund was established in such amount
to be established by the City Council by resolution from time to
time.


NOW, THEREFORE, BE IT RESOLVED:

Section 1. That it would be in the best interests of the
City to increase the amount of the Revolving Fund from \$2,000 to
\$5,000.

PASSED, APPROVED and ADOPTED this 17th day of April, 1978.


MAYOR

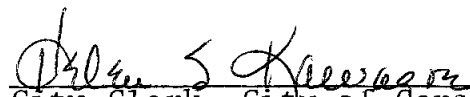
ATTEST:


CITY CLERK

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

I, Helen S. Kawagoe, City Clerk of the City of Carson,
California, do hereby certify that the whole number of members
of the City Council of said City is five; that the foregoing
resolution, being Resolution No. 78-069, was duly and regularly
adopted by the City Council of said City at a regular meeting of
said Council, duly held on the 17th day of April, 1978, and that
the same was so passed and adopted by the following roll call vote:

AYES: COUNCILMEN: Bridgers, Marbut, Smith, Calas & Yamamoto
NOES: COUNCILMEN: None
ABSENT: COUNCILMEN: None


City Clerk, City of Carson, California

City of Carson



PAID INVOICES REPORT

CHECK RUN: RF

TO FISCAL 2025/05 11/01/2024 TO 12/16/2024

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
9999 ONE TIME REVOLVING FUND									
80715 INVOICE:	08/21/24			5248 P	12/03/24	10100330	6056	HR Mgt&Contrl Training	324.00
83768 INVOICE:	w1son152024	10/30/24		5229 P	11/07/24	10525030	6014	Conference and Travel	46.00
83902 INVOICE:	ku1csarr102024	11/04/24		5224 P	11/07/24	10100000	6014	Mgt&Contrl Confrtravel	315.00
83903 INVOICE:	ro1asa112024	11/04/24		5232 P	11/07/24	10100380	6014	CD Mgt&Contrl Confrtravel	107.00
83904 INVOICE:	to1yfreeman112024	11/04/24		5225 P	11/07/24	10100280	6014	Mgt&Contrl Confrtravel	149.00
83905 INVOICE:	garrettroberts112024	11/04/24		5227 P	11/07/24	10100540	6014	PW Mgt&Contrl Confrtravel	149.00
83906 INVOICE:	kaneshapompey112024	11/04/24		5228 P	11/07/24	10100540	6014	PW Mgt&Contrl Confrtravel	149.00
83907 INVOICE:	1sandova112024	11/04/24		5230 P	11/07/24	10100720	6014	Conference and Travel	149.00
83909 INVOICE:	robinw1son112024	11/04/24		5231 P	11/07/24	10100540	6014	PW Mgt&Contrl Confrtravel	149.00
83911 INVOICE:	theresfo1sial12024	11/04/24		5226 P	11/07/24	10100330	6014	HR Mgt&Contrl Confrtravel	190.00
84299 INVOICE:	j1boudreaux112024	11/13/24		5236 P	11/21/24	10525030	6014	Conference and Travel	149.00
84573 INVOICE:	ku1csarr112024	11/18/24		5238 P	11/21/24	10100420	6014	CD Business Confrtravel	24.00
84575 INVOICE:	snaseh112024	11/18/24		5233 P	11/21/24	10100770	6056	PW Sidewalk M Training	154.96
84577 INVOICE:	ho1tc012025	11/18/24		5234 P	11/21/24	10100060	6014	CM Mgt&Contrl Confrtravel	30.00
84579 INVOICE:	georgem102024	11/18/24		5237 P	11/21/24	10100060	6014	CM Mgt&Contrl Confrtravel	16.00
84580 INVOICE:	lennox102024	11/18/24		5239 P	11/21/24	10100790	6014	CS Operations Confrtravel	249.00
84581 INVOICE:	fernandezv112024	11/18/24		5235 P	11/21/24	10100790	6014	CS Operations Confrtravel	249.00
84833 INVOICE:	11sterr112024	11/25/24		5242 P	11/27/24	10100060	6014	CM Mgt&Contrl Confrtravel	147.53
84835 INVOICE:	stmaragoj202410	11/25/24		5240 P	11/27/24	10100420	6014	CD Business Confrtravel	24.00
84836 INVOICE:	palmerc112024	11/25/24		5243 P	11/27/24	26200000	6014	PS ParkingEnf Confrtravel	132.98
84838 INVOICE:	munoz112024	11/25/24		5241 P	11/27/24	10100280	6014	Mgt&Contrl Confrtravel	866.96
84840 INVOICE:	roberts9202411	11/25/24		5249 P	12/03/24	10100540	6014	PW Mgt&Contrl Confrtravel	867.62
85039 INVOICE:	sandova1112024	11/27/24		5246 P	11/27/24	10909130	6014	Conference and Travel	1,016.62
85040 INVOICE:	costanzot112024	11/27/24		5244 P	11/27/24	10909130	6014	Conference and Travel	1,016.62
85042 INVOICE:	cookd112024	11/27/24		5245 P	11/27/24	10909130	6014	Conference and Travel	1,016.62
	jo1jason112024								

City of Carson



PAID INVOICES REPORT

CHECK RUN: RF

TO FISCAL 2025/05 11/01/2024 TO 12/16/2024

VENDOR NAME	DOCUMENT	INVOICE DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
85043	INVOICE:	11/27/24		5250	P	12/03/24	10100790 6014	CS Operations Confravel	796.97
85044	INVOICE:	11/27/24		5253	P	12/03/24	10100790 6014	CS Operations Confravel	829.49
85152	INVOICE:	12/02/24		5247	P	12/03/24	10100030 6014	Mgt&Contrl Confravel	300.00
85157	INVOICE:	12/02/24		5251	P	12/03/24	10100320 6014	Operations Confravel	139.17
85158	INVOICE:	12/02/24		5257	P	12/05/24	10100540 6014	Pw Mgt&Contrl Confravel	867.62
85160	INVOICE:	12/02/24		5252	P	12/03/24	10100380 6014	CD Mgt&Contrl Confravel	843.50
85167	INVOICE:	12/02/24		5256	P	12/05/24	10100370 6014	HR Talent Mngmt Confrave	30.00
85170	INVOICE:	12/02/24		5255	P	12/05/24	10100370 6014	HR Talent Mngmt Confrave	454.40
85371	INVOICE:	12/04/24		5260	P	12/05/24	10101270 6014	CS Sr Assltiv Confravel	1,386.07
85372	INVOICE:	12/04/24		5254	P	12/05/24	10101270 6014	CS Sr Assltiv Confravel	1,378.22
85373	INVOICE:	12/04/24		5258	P	12/05/24	10100030 6014	Mgt&Contrl Confravel	165.00
85374	INVOICE:	12/04/24		5259	P	12/05/24	10100030 6014	Mgt&Contrl Confravel	165.00
85702	INVOICE:	12/11/24		5261	P	12/12/24	10808040 6014	Conference and Travel	30.00
VENDOR TOTALS									
				28,908.17	YTD INVOICED		15,073.35	YTD PAID	15,073.35
REPORT TOTALS									15,073.35

** END OF REPORT - Generated by Shanette Fuentes **

TOTAL PRINTED CHECKS COUNT AMOUNT
38 15,073.35

EXHIBIT NO. 3

RESOLUTION NO. 25-003

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON,
CALIFORNIA, INCREASING THE AMOUNT OF THE REVOLVING FUND**

WHEREAS, the City Council did adopt Ordinance No. 75-350, transferring custody of the “Revolving Fund” to the Treasurer and amending the Carson Municipal Code; and

WHEREAS, the Revolving Fund was established in such amount to be established by the City Council by resolution from time to time.

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

SECTION 1. That it would be in the best interest of the City to increase the amount of the Revolving Fund from \$5,000.00 to \$10,000.00.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and deem it effective as of January 21st, of 2025 the same shall be in force and effect.

PASSED, APPROVED AND ADOPTED this 21st day of January 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. 25-003, was passed and approved by the City Council of the City of Carson at its meeting held on January 21, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

By: _____
Dr. Khaleah K. Bradshaw, City Clerk



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance

Subject: CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF NOVEMBER AND DECEMBER 2024 PER ORDINANCE 24-2401 (CITY COUNCIL)

I. SUMMARY

On February 20, 2024 (Item No. 27), Council adopted Ordinance 24 -2401 amending Section 2955.1 (Budget Transfers) of Chapter 9.5 (Fiscal Administration) of Article II (Administration) of the Carson Municipal Code (CMC). CMC Section 2955.1 now requires that once per month during a regular City Council meeting, a list of all intradepartmental budget transfers approved under City Manager authority, including any Departmental Director-approved transfers, shall be presented to the City Council. Per CMC Section 2955.1, staff are presenting to Council a report of intradepartmental budget transfers authorized by the City Manager or designee for the period of November and December 2024 (Exhibit No. 1).

This report outlines intradepartmental budget transfers for review by the City Council. It provides a comprehensive overview of the transfers and the impact on departmental operations. The report aims to ensure transparency and fiscal responsibility in managing the City's budget.

II. RECOMMENDATION

RECEIVE and FILE the report (Exhibit No. 1).

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and consistent with the requirements of the law.

IV. BACKGROUND

The City's budget is a critical tool for allocating resources to various departments and initiatives, ensuring the efficient delivery of services to residents. Throughout the fiscal year, departments may encounter unforeseen circumstances or evolving priorities that necessitate adjustments to their budgets. These adjustments often involve transferring funds between line items to address emerging needs or to capitalize on new opportunities.

In compliance with CMC 2955.1, the City Manager may approve any budget transfer within the same City department, except for transfers involving personnel-related funds or expenditures, such as salaries or benefits. Department Directors may also approve intradepartmental budget transfers within their respective Departments on terms prescribed by the City Manager (subject to compliance with CMC 2955.1 and applicable law), except that: (i) Department Directors shall not be permitted to approve any intradepartmental budget transfers involving personnel-related funds or expenditures, such as salaries or benefits; and (ii) the City Manager shall have authority to restrict (including by removing) the intradepartmental budget transfer authority of one or more Department Directors as deemed necessary in the City Manager's sole discretion.

These requests undergo careful review to assess the justification, necessity, and potential impact of the proposed transfers. The City Manager's office then presents these monthly reports to the City Council.

Attached as Exhibit 1 is the Intradepartmental Budget Transfers Report for City Manager or designee authority executed in November and December of 2024.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Intradepartmental Budget Transfers - November and December 2024

Attachments

[EXHIBIT NO. 1-Intradepartmental Budget Transfers - November and December 2024.pdf](#)

EXHIBIT NO. 1

City of Carson



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	05	111	BUA	11/13/2024	11/13/2024	Budget TXFW	Jefferson	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT							ACCOUNT DESCRIPTION					
1	10909160	8004								31,000.00		
	101-90-970-105-8004-						CS Landscape Maint. Equipment					
2	10909160	6004						31,000.00				
	101-90-970-105-6004-						Professional Services					
** JOURNAL TOTAL								0.00	0.00			
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	05	119	BUA	11/14/2024	11/14/2024	BUDGET TXFW	Jefferson	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT							ACCOUNT DESCRIPTION					
1	10100010	6055					Process Outstanding Invoic			1,000,000.00		
	101-20-100-111-6055-						General Legal Services					
2	10100020	6055					Process Outstanding Invoic	1,000,000.00				
	101-20-100-112-6055-						Litigation Legal					
** JOURNAL TOTAL								0.00	0.00			
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	06	75	BUA	12/05/2024	12/05/2024	Budget TXFW	Jefferson	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT							ACCOUNT DESCRIPTION					
1	10100580	6003					T Walking Man PW			725.00		
	101-80-820-285-6003-						Printing/Binding/Duplication					
2	10100560	6003					T Walking Man PW	725.00				
	101-80-820-100-6003-						PW Mgt&Contrl Printing					
** JOURNAL TOTAL								0.00	0.00			
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	06	76	BUA	12/05/2024	12/05/2024	Budget TXFW	Jefferson	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT							ACCOUNT DESCRIPTION					

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	06	76	BUA	12/05/2024	12/05/2024	Budget TXFW	Jefferson	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT							ACCOUNT DESCRIPTION					
1	22507020	6004					T	Covering Adm Services			26,599.25	
	221-50-790-711-	6004-						PLHA Rehab Hsng Prof. Services				
2	22507040	6004					T	Covering Adm Services	26,599.25			
	221-50-790-999-	6004-						PLHA Professional Services				
** JOURNAL TOTAL										0.00	0.00	
** GRAND TOTAL										0.00	0.00	

4 Journals printed

** END OF REPORT - Generated by william Jefferson **



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Nora Garcia , Director of Public Safety & Emergency Services PS Emergency Management

Subject: 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)

I. SUMMARY

On October 5, 2021, the City Council awarded a five-year (5) service contract to Mission Critical Information Systems Inc. (MCIS) for the programming, installation, and maintenance of the Public Safety Radio System. The total compensation for this contract was set at an amount not to exceed \$219,934.54.

The COVID-19 pandemic caused significant disruptions in supply chains, leading to computer chip shortages and resulting in delays of up to 20 months in receiving essential radios and other components under the MCIS-City of Carson contract. These delays have impacted various operational processes, necessitating a request for the first-year service contract payment to be processed much later than originally anticipated. Additionally, these shortages have affected the timely delivery of city vehicles for Public Safety and other departments.

Now Staff is recommending for City Council to approve an amendment to the Agreement to add products and services to the Scope of Services for an additional amount of \$113,740.31 thereby increasing the total not to exceed contract sum to \$333,674.85.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to add products and services to the Scope of Services for an additional amount of \$113,740.31 thereby increasing the total not to exceed contract sum to \$333,674.85.
2. AUTHORIZE the Mayor to execute the amendment, following approval as to form by the City Attorney.

III. ALTERNATIVES

1. TAKE any other action the City Council deems appropriate that is consistent with the requirements of law.

IV. BACKGROUND

In 2012, the federal government passed the Middle-Class Tax Relief and Job Creation Act of 2012, which included a section related to public safety radio communications and mandated that by 2023, public safety agencies would have to abandon the UHF frequency spectrum currently used and move to a different spectrum.

The City of Carson UHF radio system that supports public safety and public works began transitioning to the Los Angeles Regional Interoperability Communication System (LA-RICS) in 2021-2022. Once this transition process is completed, it will provide communication compatibility between city partners such as the Sheriff's Department, Fire Department and CSU Dominguez Hills.

City Council funded the purchase of 10 NX 5800K and 110 NX 5300K2 radios on June 1, 2021. This project funds the remaining phase of radio programming and additional equipment to enable the transition to LA-RICS as well as a five-year maintenance contract.

In July 2021, the City issued a Request for Proposals (RFP) for a Safety Interoperability Radio Solution, Carson City Hall Bi-Directional Amplifier Project and a 5-year maintenance services agreement for associated radio equipment. The Safety Interoperability Radio Solution included radio equipment for Carson's primary Emergency Operations Center (EOC) at City Hall and the alternate EOC at the Corporate Yard as well as programming and installation services for radios purchased during Phase 1. The Bi-Directional Amplifier Project includes equipment and installation to ensure radio coverage throughout City Hall especially in basement locations for Public Safety personnel. The 5-year maintenance services agreements cover all equipment being utilized for the Carson Public Safety Radio System.

The proposals were evaluated based on four factors: compliance with proposal requirements, qualification and experience, cost and client reference list/past performance.

The City received one proposal from MCIS Inc. that received an average rating of 87.7 from the RFP evaluation panel. The vendor indicated experience with the LA-RICS and a client reference list which includes the County of Los Angeles, the Los Angeles Dodgers and Tustin Unified School District.

On October 5, 2021, the City Council awarded a five-year (5) service contract to Mission Critical Information Systems Inc. (MCIS) for the programming, installation, and maintenance of the Public Safety Radio System. The total compensation for this contract was set at an amount not to exceed \$219,934.54.

The COVID-19 pandemic caused significant disruptions in supply chains, leading to computer chip shortages and resulting in delays of up to 20 months in receiving essential radios and other components under the MCIS-City of Carson contract. These delays have impacted various operational processes, necessitating a request for the first-year service contract payment to be processed much later than originally anticipated. Additionally, these shortages have affected the timely delivery of city vehicles for Public Safety and other departments.

Due to these unforeseen circumstances, Staff is recommending for Council to approve an amendment to the agreement to add products and services to the Scope of Services for an additional amount of \$113,740.31 thereby increasing the total not to exceed contract sum to \$333,674.85.

V. FISCAL IMPACT

If the City Council approves staff's recommendations, there will be no fiscal impact for FY 2024-25 as the requisite funding was included in the current adopted budget.

VI. EXHIBITS

1. Proposed Amendment No. 1 to contract with Mission Critical Information Systems

Attachments

[1. Exhibit No.1_MCIS Amendment No. 1.pdf](#)

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACT SERVICES**

THIS AMENDMENT TO AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 1”) by and between the City of Carson, a California municipal corporation (“City”) and Mission Critical Information Systems Inc., a California corporation (“Consultant”), is effective as of the _____ day of _____, 2024. 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 April 18, 2022 ("Agreement"), whereby Consultant agreed to provide City with primary and backup Emergency Operations Center services and install mobile radios in connection with those services.

B. The Contract Sum under the Agreement is \$219,934.54 and the Agreement Term is set to expire April 17, 2027, five (5) years from the date of the Agreement.

C. The force majeure clause in Section 3.3 of the Agreement allows the Schedule of Performance to be extended to the extent appropriate in the event of any delays due to unforeseeable causes beyond the control and without the fault or negligence of 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.

D. Due to the COVID-19 pandemic and associated supply chain crisis and computer chip shortages, there were delays of up to 20 months in receiving radios and other components required to be furnished by Consultant under the Agreement, which caused unexpected delays in various processes including delivery of City vehicles, and led to the request for the first year's payment to be made much later than one year after commencement of the Agreement Term.

E. City and Consultant now seek to amend the Agreement to add products and services to the Scope of Services for an additional amount of \$113,740.31 thereby increasing the total not to exceed contract sum to \$333,674.85.

TERMS

1. Recitals. The Recitals set forth above are hereby incorporated into this Amendment No. 1 by this reference, as though fully set forth herein.

2. Defined Terms. All words, terms and phrases used or referenced in this Amendment No. 1, not expressly defined in this Amendment No. 1, shall have the same meaning ascribed to them in the Agreement.

3. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

A. **Section 2.1 (Contract Sum) of the Agreement is amended to read in its entirety as follows:**

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 ***Three Hundred Thirty Three Thousand Six Hundred Seventy Four Dollars and Eighty Five Cents (\$333,674.85)*** ~~Two Hundred Nineteen Thousand Nine Hundred Thirty Four Dollars and Fifty Four Cents (\$219,934.54)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. The amount of the Contract Sum attributable to the public works component of this Agreement (Tasks 1 and 2) shall not exceed Thirty Four Thousand Two Dollars and Twenty Nine Cents (\$34,002.29) (“Public Works Contract Sum”).

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.

D. **Exhibit “D” (Schedule of Performance) of the Agreement is hereby amended to read in its entirety as follows:**

See attached.

4. **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 Agreement, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

5. **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 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.

6. 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.

7. 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.

8. 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 the 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 R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[jo:rjl]

CONSULTANT:

MISSION CRITICAL INFORMATION
SYSTEMS, a California limited liability company

By: MCIS INC. _____
Name: Behzad Bamdad
Title: President/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.

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 _____, 2024 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	_____	_____
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	_____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT

		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

TASK 1 – PUBLIC SAFETY FULL INTEROPERABLE RADIO SOLUTION REQUIREMENTS

- A. Consultant shall develop and provide a primary and backup Emergency Operations Center full interoperable public safety radio solution for the City of Carson with patching/ access channel capabilities for nearly any desired private or public sector partner (pending their cooperation), including audio recording and dispatching. Project must include interoperability for DMR on VHF, UHF, and 8/ 900, and P25 Phase I and 11 interoperability on UHF2 and 8/ 900 and will be specifically tailored to City of Carson's unique current and future needs and industrial assets.
- B. Contractor will include the installation of *thirty eight (38)*~~ten (10)~~ Kenwood NX-5800K mobile radios (*10* already in possession) in *thirty eight (38)*~~ten (10)~~ vehicles along with antennas and needed parts. Solution will also include the radio template design, implementation, and programming services *including portable batteries* for *two hundred two (202)*~~one hundred and ten (110)~~ Kenwood NX-5300K2 and *thirty eight (38)*~~ten (10)~~ Kenwood NX-5800K radios (*10* already in possession).

DESCRIPTION OF ITEMS AND SERVICES PROVIDED

1. PRIMARY AND BACKUP EOC FULL INTEROPERABILITY SYSTEM

No.	Qty	Description
1	4	Rohn BRM42510
2	1	Rohn Freight
3	4	Rohn BRM4PAD
4	4	Strut standoffs and misc HW
5	4	Ballast
6	4	Ballast Freight
7	1,200	LMIZ400 (incl extra line for future expansion)

8	24	Feedline Terminations
9	4	Unity 8/ 900mhz + mounting kit
10	4	Unity UHF + mounting kit
11	2	Unity VHF + mounting kit
12	2	XPR5550e VHF capable
13	2	XPR5550 UHF capable
14	2	XPR5580e 8/ 900 capable
15	2	Dell 7424 Latitude Rugged Extreme Software Licensing
16	6	Rack Trays
17	6	Rack mount radio brackets
18	2	Rack mount master power supply
19	2	Enterprise Grade Network Switch
20	2	Carpeted rugged road rack
21	2	UPS 1500
22	2	SmartPTT Plus Core
23	6	SmartPTT RG 1000e gateway SPTTRG 1000
24	4	SmartPTT APX gateway licenses DSSMRTPTTAPX
25	6	SmartPTT Control Station connection DSSMRTPTTCS
26	6	SmartPTT RG 1000e XPR cables
27	4	SmartPTT RG 1000e APX cables
28	1	SmartPTT shipping
29	6	Savi W745 long range wireless headset incl spares for sanitary purposes
30	2	iLoud Micro production grade computer speakers (pair) + professional USB DAC
31	4	Custom USB rugged foot switch for Console PTT incl spares

32	60	EOC solution design, staging, configuration, testing, onsite implementation (engineering)
33	50	EOC solution installation, two locations (2 techs)
34	40	Radio template design, EOC base heavy customization and working w/ outside agency(s) as needed (engineering)
35	24	EOC solution training, on- site, and dedicated follow LIP support (hours)

2. MOBILE RADIO (KENWOOD NX-5800K) INSTALLATION FOR ~~38~~ 40 VEHICLES

No.	Qty	Description
1	38 40	Mobile vehicle antennas
2	38 40	Mobile radio misc parts
3	114 30	Labor (hours)
4	5	Trip Fee (per vehicle install)

3. IMPLEMENTATION SERVICES FOR MOBILE PORTABLE RADIOS

No.	Qty	Description
1	16	Radio Template Design, including a detailed assessment of any currently used primary and miscellaneous conventional channels in use, and several revisions as requested by City (hours)
2	16	Radio Programming (tech time) for 202 40 Kenwood NX- 5300K2 38 40 Kenwood NX-5800K radios (hours)

TASK 2 - CARSON CITY HALL BI-DIRECTIONAL AMPLIFIER PROJECT REQUIREMENTS

CITY HALL BI-DIRECTIONAL AMPLIFIER PROJECT

Contractor shall design, install, perform field adjustments, and fully test a BDA and DAS solution for the Carson City Hall basement. The BDA and DAS solution shall include 24-hour battery backup and provide the highest possible performance and interference rejection for both the current Disp 9 and LTAC 5 channels, and the entire LA- RICS South UHF Simulcast portion of the LA-RIGS radio system.

DESCRIPTION OF ITEMS AND SERVICES PROVIDED

No.	Qty	Description
1	1	Bird Signal Booster 11 + NFPA compliant BDA with 24- hour battery backup, custom designed I. 5MHz U/L and D/L filter bandwidth fo entire LA -RIGS South UHF Simulcast frequency range and existing Dispatch 9 and LTAC 5 analog conventional frequencies
2	1	Bird Freight
3	1	Dedicated Rooftop antenna for BDA specifically tuned for LA-RICS South UHF Simulcast UHF frequency range for best performance, and support for existing Disp 9 and LTAC 5
4	1	Rohn BRM425 10
5	1	Rohn BRM4PAD
6	1	Ballast
7	1	Ballast Freight
8	1	Rohn Freight
9	2	2 antenna dedicated DAS system specifically tuned for LA- RICS South UHF Simulcast UHF frequency range for best performance
10	2	Carson Additional mounting and installation hardware
11	1	Auxiliary Backup Power Unit
12	1	DAS and rooftop antenna lines and terminations
13	24	Installation (hours)
14	8	Design. field tuning/ calibration, final testing and inspection including measurements and full testing of backup power failover / AC failure conditions (hours)

TASK 3 - MAINTENANCE REQUIREMENTS:

A. PREVENTATIVE MAINTENANCE

Consultant to periodically inspect and test mobile radios including battery replacement, EOC systems and BDA systems and equipment covered under the contract, The test inspections shall be made every six (6) months. In cases of equipment malfunction, or suspected malfunction, test inspections shall then run from the date of check out or repair and retest. Consultant further agrees

to schedule all preventative maintenance and routine work by contacting the Contract Officer/ Emergency Services Manager of the City of Carson 48-hours in advance.

B. DESCRIPTION OF ITEMS FOR MAINTENANCE AND THE NO. OF UNITS

No.	Qty	Description
1	2	Motorola XPR5550e VHF (EOCs)
2	2	Motorola XPR5550e UHF (EOCs)
3	2	Motorola XPR5580e 900MHz (EOCs)
4	2	Motorola APX4500 900MHz (EOCs)
5	2	Motorola APX8500 Mid Power (EOCs)
6	6	RG 1000e Rol P gateways (EOCs)
7	38 40	Kenwood NX-5800K (Vehicles)
8	202 440	Kenwood NX-5300K2 (Portables)
9	1	Bird Custom 1, 5MHz Filter BW BDA system in Carson City Hall Basement
10	2	Dell Latitude Rugged Extreme 7424 and associated peripherals in both EOCs (batteries excluded)
11	1	Full annual test of Bird UHF BDA performance and backup power battery health in Carson City Hall building
12	1	Full annual test of Primary EOC system,
13	1	Full annual test of Backup EOC system
14	202 440	1 X 2600 or greater mAh Li ion Battery replacement for NX - 5300K2 portable radios Power Products or Kenwood Brand
15	1	1x Full BDA backup battery replacement in Carson City Hall basement for Bird UHF BDA
16	4	1 x Dell Latitude 7424 Rugged Extreme Battery Replacement (each laptop requires two batteries)
		Limitations: 5 entire housing / LCD replacements per year. Other part level repairs unlimited.

C. REPLACEMENT PARTS AND COMPONENTS

Consultant understands the emergency nature of the systems and related equipment and therefore agrees to maintain in stock all necessary supplies and parts, or shall have access to an immediate

area supply source, so that prompt replacement and repairs may be made to provide continuity of service, and shall have sufficient test and maintenance equipment to make all tuning and adjustments necessary for the effective and efficient operation of the listed systems and equipment. Only parts or components of the original manufacturer, or direct replacement parts containing not less than original identical characteristics, shall be used.

D. HOURS OF WORK

Consultant agrees to provide service both during City working hours (7:00 A.M. to 6:00 P.M., Monday through Thursday) and at such other times as required by the Contract Officer. Consultant's technician shall coordinate with the Contract Officer to schedule work at least 48 hours before actual day of maintenance service.

The following shall apply to all work schedules:

1. **24 -Hour on call service** - The EOC communication base stations and the Bi-Directional Amplifier (BDA) system will require " 24 -hr. on- call service." They shall be repaired and restored to their acceptable operation standards on an on- call basis 24 hours per day, 7-days per week, with a maximum response time by a qualified contractor technician of within two (2) hours of notification of equipment failure or service degradation.
2. **8 -Hour maintenance service** - The inspection adjustments, repairs or restoration of the portable and mobile radio equipment will require " 8 -Hour maintenance service," with such services to commence no later than the beginning of normal working hours on the next work day following notification by the City.
3. **Time and Material (T/M) maintenance** - Adjustments, repairs, and restoration of the equipment and components that require " TIM Maintenance" shall be performed during normal work hours as requested by Consultant and approved by the City' s Contract Officer at the hourly labor rate bid.

E. PLACE OF MAINTENANCE AND REPAIR

Unless specific authorization is granted by the City for repair at other locations, Consultant agrees that maintenance and repair of EOC system, BDA system, related equipment and portable communication equipment and other installed equipment shall be done at the location of the equipment installation site. The City agrees to provide access, heat, light, and electrical power at all equipment locations. With respect to equipment located at remote sites, Consultant technicians shall first obtain keys to the appropriate site from the City' s Contract Officer at Carson City Hall, 701 E. Carson Street, Carson CA 90745, Upon completion of such work, Consultant shall lock the premises and immediately return keys to the City' s Contract Officer.

Any equipment that cannot feasibly be repaired in the installed equipment site (or at the installation site) shall be signed out and signed back in by the Contract Officer. Additionally, Consultant agrees to provide the City a receipt for all equipment to be moved to Consultant's shop. The said receipt shall indicate the date equipment is removed, description and serial number of the equipment, and

signature of Consultant's representative removing the equipment. The return and/ or reinstallation of all equipment shall be scheduled with the Contract Officer, 24 hours before actual return, who will sign the equipment back at City's location.

Consultant agrees as part of the regular service, to temporarily replace the defective equipment with a City -owned spare, if available. Consultant shop repairs shall be made within a reasonable time in accordance with normal trade practices. The City may deduct from the monthly bill, the fixed rate fee for any equipment that has been removed from service and not repaired and returned within 30 days. Upon repair and return of the original equipment Consultant agrees to remove and return the spare unit to its normal storage.

F. CARE AND CUSTODY OF EQUIPMENT

Consultant agrees to the following:

- a. Accept full responsibility for the security against loss or damage to any and all City equipment while in Consultant's possession. All lost and damaged equipment shall be replaced by the Consultant with comparable and new equipment at the Consultant's expense.
- b. Report such damage or loss promptly to the City.
- c. Reimburse the City for any such loss or damaged equipment.
- d. The City shall not be held responsible for any of the Consultant's equipment left on City premises.

G. SERVICE TICKETS

At the time any equipment is serviced, the Consultant agrees to provide the Contract Officer with a service ticket for signature and copy retention. The ticket shall indicate the date, description and serial number of the equipment serviced, and the material, parts, and supplies furnished. If the City is to be charged for labor, material, parts and supplies outside the terms of this Agreement, all charges including labor to the nearest 1 hour and materials provided are to be clearly shown on the service ticket.

H. MAINTENANCE OF SERVICE RECORDS

Consultant agrees to maintain all records pertinent to service and maintenance performed on all equipment as may be required to comply with Federal Communications Commission Rules and Regulations.

I. CONTRACTOR'S CERTIFICATION

On a semi- annual basis, Consultant will provide the, City with a written certification that all equipment has been regularly maintained in accordance with the standards of equipment manufacturer and FCC rules and regulations as required.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Handheld and mobile radio operations manual/ guide
- B. BDA operations manual/ guide
- C. EOC station operations manual/ guide
- D. Written certification that all equipment has been regularly maintained in accordance with the standards of equipment manufacturer and FCC rules and regulations (semi- annual)

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

- A. Equipment maintenance report - semi-annual
- B. Testing and maintenance schedule - annual
- C. Any oral reports as requested by Contract Officer

IV. 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.

V. Consultant will utilize the following personnel to accomplish the Services:

- A. Behzad Bamdad
- B. John Carr
- C. Yoram Israel

EXHIBIT “C”
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	<u>SUBTOTAL</u>
Task 1 – Public Safety Interoperability Radio Solution	\$101,997.43 <i>X</i>	× <i>\$103,542.29</i>	× <i>\$10,974.57</i>	X	X	<i>\$114,516.86</i>
Task 2 – Carson City Hall Bi-Directional Amplifier Project	\$31,527.75 <i>\$39,638.62</i>	X	X	X	X	<i>\$39,638.62</i>
Task 3 – Maintenance services	\$15,910.00 <i>X</i>	\$15,910.00	\$15,910.00 <i>\$34,395.60</i>	\$15,910.00 <i>\$36,115.38</i>	\$15,910.00 <i>\$37,921.15</i>	<i>\$124,342.13</i>
<u>SUBTOTAL</u>	\$149,435.18	\$15,910.00	\$15,910.00	\$15,910.00	\$15,910.00	<i>\$213,075.18</i> <i>\$278,497.61</i>

Task 1, ~~Year 1~~ sales tax: ~~\$5,675.98~~*\$4,384.82*

Task 2, ~~Year 1~~ sales tax: ~~\$3,501.26~~*\$2,474.54*

Task 3, ~~Years 1-3~~ sales tax: \$0.00

SUBTOTAL: *\$9,177.24*

*Installation for remaining vehicles which number 23 as of date of Amendment 1 \$46,000.00**

**Cost is an amount not to exceed \$2,000 per vehicle*

GRAND TOTAL: *\$219,934.54*
\$333,674.85

Supplemental Services	Hourly Rate	Annual Maximum				
24 hour emergency call rate	\$ 250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Emergency repair per visit during City observed holidays	\$ 200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estimated Yearly allowance for parts/materials	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Annual Not-to-Exceed Amount		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A more detailed breakdown follows where the annual service amount is \$34,395.60:

	<i>QTY</i>	<i>RATE</i>	<i>AMOUNT</i>
Motorola XPR5550e VHF (EOCs)	2	0.00	0.00
Motorola XPR5550e UHF (EOCs)	2	0.00	0.00
Motorola XPR5580e 900MHz (EOCs)	2	0.00	0.00
Motorola APX4500 900MHz (EOCs)	2	0.00	0.00
Motorola APX4500 7/800MHz (EOCs)	4	0.00	0.00
Motorola APX4500 UHF2 (EOCs)	2	0.00	0.00
Motorola APX8500 Mid Power (EOCs)	2	0.00	0.00
RG1000e RoIP gateways (EOCs)	6	0.00	0.00
Kenwood NX-5800K (Vehicles)	38	0.00	0.00
Kenwood NX-5300K2 (Portables)	202	0.00	0.00
Bird Custom 1.5MHz Filter BW BDA system in Carson City Hall Basement	1	0.00	0.00
Dell Latitude Rugged Extreme 7424 and associated peripherals in both EOCs (batteries excluded)	2	0.00	0.00
Full annual test of Bird UHF BDA performance and backup power failover / battery health in Carson City Hall building	1	0.00	0.00
Full annual test of Primary EOC system	1	0.00	0.00
Full annual test of Backup EOC system	1	0.00	0.00

will use high capacity Li Ion for battery replacement for NX-5300K2 portable radios as needed, Power Products or Kenwood brand, when charge capacity drops below 80%.	202	0.00	0.00
1x Full BDA backup battery replacement in Carson City Hall basement for Bird UHF BDA system	1	0.00	0.00
1x Dell PowerEdge R640 full coverage including main chassis/board, power supply failure, drive failure etc	1	0.00	0.00
1x Dell Latitude 7424 Rugged Extreme Battery Replacement (each laptop requires two batteries)	4	0.00	0.00
Limitations: 5 entire housing / LCD replacements for portable radios per year. Other part-level repairs unlimited.			
Please Note, this estimate can vary up to 5% depending on inflation rates. This estimate will be revisited every year and the final price will be adjusted accordingly.			

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
- 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 ~~\$333,674.85~~\$219,934.54 as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**

Performance Period

- | | |
|------------------|-------------------------------------|
| A. Task 1 | Years 2-3 ⁴ |
| B. Task 2 | Year 1 ² |
| C. Task 3 | Years 2-5 ⁴⁻⁵ |

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.** Handheld and mobile radio operations manual/guide
- B.** BDA operations manual/guide
- C.** EOC station operations manual/guide
- D.** Written certification that all equipment has been regularly maintained in accordance with the standards of equipment manufacturer and FCC rules and regulations (semi-annual)

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Nora A. Garcia , Director of Public Safety & Emergency Management PS

Subject: CONSIDER APPROVING AN INCREASE TO THE LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL (LADACC) CONTRACT (C19-104) AND ADOPTION OF RESOLUTION NO. 25-002, APPROVING THE BUDGET TRANSFER IN FISCAL YEAR 2024-2025 IN THE PUBLIC SAFETY BUDGET TO INCREASE THE ANIMAL CONTROL CONTRACT BUDGET (CITY COUNCIL)

I. SUMMARY

Since 1968, the Los Angeles County Department of Animal Care and Control (LADACC) has been providing animal control services to the City of Carson. On June 18, 2024, the City Council approved the latest five-year service agreement and authorized the City Manager to execute the FY 2024/25 Service Level Agreement for full-time services until an in-house Animal Control Officer (ACO) is hired and trained.

Although a new ACO was successfully hired in June 2024, their employment was terminated in September 2024 due to unforeseen circumstances, which has made it necessary to continue the full-time service agreement.

Consequently, staff is requesting the City Council's approval for an increase to the LADACC contract and the adoption of Resolution No. 25-002. This resolution would allow the transfer of funds from Public Safety salary accounts within the FY 2024-2025 budget to the animal control account (Exhibit No. 1). These adjustments are crucial due to unexpected challenges affecting the animal control contract, such as recruitment delays and operational requirements. If approved, the city will be able to meet its financial obligations for animal control services through February 2025. At that time, staff will reassess the contract and may propose a mid-year funding request.

It is important to note that several factors—such as changes in the County billing method, the acquisition of a new vehicle, staff transitions, and the shift to full-service support—are directly impacting the cost of the animal care and control contract. The current projection represents the best estimate that staff can provide at this time, and they will continue to monitor the contract costs as needed.

II. RECOMMENDATION

1. APPROVE an increase to the Animal Care and Control (LADACC) contract.
2. ADOPT Resolution No. 25-002, A RESOLUTION OF THE CARSON CITY COUNCIL APPROVING THE FISCAL YEAR 2024-2025 BUDGET TRANSFER FOR PUBLIC SAFETY TO INCREASE CONTRACT BUDGET FOR THE ANIMAL CONTROL CONTRACT (C-19-104) BY \$270,000

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate that is consistent with the requirement of law.

IV. BACKGROUND

Since 1968, the Los Angeles County Department of Animal Care and Control (LADACC) has been delivering animal control services to the City of Carson. During a meeting on June 18, 2024, the City Council approved the latest five-year service agreement and authorized the City Manager to execute the FY 2024/25 Service Level Agreement for full-time services until an in-house Animal Control Officer (ACO) is hired and trained (Exhibit No. 1).

A new ACO was successfully hired in June 2024; however, unforeseen circumstances led to the termination of their employment in September 2024, necessitating the continuation of the full-time service level agreement.

In light of this, staff is requesting that the City Council approve an increase to the LADACC contract and adopt Resolution No. 25-002. This resolution would facilitate the transfer of funds from Public Safety salary accounts within the FY 2024-2025 budget to the animal control account (Exhibit No. 1). These adjustments are crucial due to unexpected challenges affecting the animal control contract, such as recruitment delays and operational requirements. If approved, the city will be able to meet its financial obligations for animal control services through February 2025. At that point, staff will reassess the contract and may propose a mid-year funding request.

It is important to recognize that various factors—including changes in County billing methods, the purchase of a new vehicle, staffing changes, and the shift to full-service animal control—have impacted the projected costs associated with the animal care and control contract. As a result, staff finds it challenging to provide a precise cost projection for animal control services. The City Council should be aware that these projections reflect the best estimates currently available, and staff will continue to monitor and adjust the contract costs as necessary throughout the fiscal year and as long as the city remains contracted with LADACC.

Staff recommends that the City Council approve the proposed budget transfers by adopting Resolution No. 25-002, thereby amending the current budget to ensure sufficient funding for the animal control account for the remainder of FY 2024/25.

Account	Description	Increase/(Decrease)
101-55-592-100-5002	PS Mgt&Contrl FT Sal	(\$74,292.00)
101-55-592-250-5002	PS Code Enf FT Sal	(\$38,380.80)
101-55-593-138-5002	PS Emerg Mgt FT Sal	(\$20,515.20)
101-55-593-157-5002	PS ParkingEnf FT Sal	(\$28,268.80)
101-55-593-101-5002	PS Operations FT Sal	(\$105,423.26)
101-55-593-138-6004	Professional Services	(\$3,119.94)
101-55-592-158-6004	PS AnimalCont Pro Svcs	\$270,000.00

V. FISCAL IMPACT

If Council approves staff recommendation, funds in the amount of \$270,000 need to be appropriated by processing the budget transfer in Resolution No. 25-002 with no impact to the general fund as funds are being transferred from salary cost savings within the existing Public Safety accounts in the current Fiscal Year.

VI. EXHIBITS

1. Resolution No. 25-002
2. Cost Savings Analysis

Attachments

[Exhibit No. 1 - Reso 25-002.pdf](#)

[Exhibit No. 2 Cost Savings Analysis.pdf](#)

RESOLUTION NO. 25-002

**A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL APPROVING BUDGET
TRANSFER IN THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND**

WHEREAS, the City Council adopted the Fiscal Year 2024-25 (FY24-25) budget on June 18, 2024 for the General Fund and Special Revenue Funds of the City via Resolution No. 24-056; and

WHEREAS, the City Council desires to approve a budget transfer; and

WHEREAS, the City Council has determined it necessary to approve a budget transfer in the FY2024-25 General Fund budget to increase the Animal Control contract budget for the fiscal year.

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

Section 1. The following budget transfer(s) will be made to the City's FY2024-25 budget.

Account	Description	Increase/(Decrease)
101-55-592-100-5002	PS Mgt&Contrl FT Sal	(\$94,824.00)
101-55-592-250-5002	PS Code Enf FT Sal	(\$38,380.80)
101-55-593-157-5002	PS ParkingEnf FT Sal	(\$28,224.00)
101-55-593-101-5002	PS Operations FT Sal	(\$105,423.26)
101-55-593-138-6004	Professional Services	(\$3,147.94)
101-55-592-158-6004	PS AnimalCont Pro Svcs	\$270,000.00

Section 2. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY2024-25 budget on file, and effective as of January 21, 2025 the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 21st day of January 2025.

APPROVED

Sunny K. Soltani, City Attorney

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. 25-002 adopted by the City of Carson City Council at its meeting held on January 21, 2025, by the following vote:

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

Dr. Khaleah K. Bradshaw, City Clerk

COST SAVINGS ANALYSIS							
Position Desc	Long Account	Account Desc	Hourly Rate	Annual Salary	Bi-Weekly	Cost Savings	Remaining Available Budget
PUB SAFETY SVCS MGR	101-55-592-100-5002-	PS Mgt&Contrl FT Sal	\$ 61.91	\$ 128,772.80	\$ 4,952.80	\$ 74,292.00	\$ 54,480.80
CODE ENFORCE OFFICER	101-55-592-250-5002-	PS Code Enf FT Sal	\$ 37.47	\$ 77,937.60	\$ 2,997.60	\$ 23,980.80	\$ 53,956.80
ANIMAL CNTRL OFFICER	101-55-592-250-5002-	PS Code Enf FT Sal	\$ 30.00	\$ 62,400.00	\$ 2,400.00	\$ 14,400.00	\$ 26,400.00
ADMIN. SPECIALIST	101-55-593-138-5002-	PS Emerg Mgt FT Sal	\$ 42.74	\$ 88,899.20	\$ 3,419.20	\$ 20,515.20	\$ 68,384.00
PARKING CNTRL OFC	101-55-593-157-5002-	PS ParkingEnf FT Sal	\$ 25.24	\$ 52,499.20	\$ 2,019.20	\$ 28,268.80	\$ 24,230.40
	101-55-593-101-5002	PS Operations FT Sal		\$ 108,777.00	\$ 3,353.74	\$ 105,423.26	\$ -
	101-55-593-138-6004	Professional Services				\$ 3,119.94	
			Total Cost Savings			\$ 270,000.00	



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Parks & Recreation

Subject: CONSIDER (1) ADOPTING RESOLUTION NO. 25-001 AMENDING THE FISCAL YEAR 2024/25 BUDGET AND (2) APPROVING A CONTRACT WITH R3 PAINTING, FOR REPAIRS TO THE DEL AMO PARK MAIN BUILDING FLOORS FUNDED BY A LOS ANGELES COUNTY PROPOSITION A MAINTENANCE & SERVICING ALLOCATIONS GRANT ON A REIMBURSEMENT BASIS (CITY COUNCIL)

I. SUMMARY

In 2014, the City of Carson was awarded a Proposition A grant by the Los Angeles County Regional Park and Open Space District (RPOSD) to make improvements at Del Amo Park. Areas renovated included the snack bar, roof, ball field, community recreation room, tennis court, and the playground.

There is a current Proposition A Maintenance & Servicing Allocations grant earmarked for the City of Carson by the RPOSD to support maintenance of previously-awarded grant projects. Staff submitted an application for use of these funds, and was subsequently approved by RPOSD for work to repair the meeting room, kitchen and office floors at Del Amo Park in the amount of \$58,000 (Exhibit No. 1).

Staff is requesting that the City Council award and approve a Public Works Agreement with R3 Painting, a California corporation, to repair the floors at the facility (Exhibit No. 2). Specifically, the scope of work under the proposed contract includes removing flooring and providing epoxy flooring in all rooms of the main building of Del Amo Park. The not-to-exceed Contract Sum is \$58,000, except that Change Orders in the amount of up to 10% of the Contract Sum (\$5,800) may be approved by the City Manager or designee as provided in Section 1.12 of the contract. Additionally, staff is recommending that the City Council adopt Resolution No. 25-001 to amend the FY 2024/25 budget to allocate the grant funding for this work (Exhibit No. 3).

II. RECOMMENDATION

TAKE the following actions:

1. ADOPT Resolution No. 25-001, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2024-25 GENERAL FUND AND SPECIAL REVENUE BUDGET";
2. APPROVE the attached Public Works Agreement between the City of Carson and R3 Painting (Exhibit No. 2; "Agreement");

3. AUTHORIZE the Mayor and/or City Manager to execute the Agreement following approval as to form by City Attorney; and
4. AUTHORIZE the City Manager or designee to submit and execute all documents necessary to ensure and obtain RPOSD reimbursement to the City for the Agreement work out of the Proposition A Maintenance & Servicing grant funding.

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate, and consistent with the requirements of applicable law.

IV. BACKGROUND

The City of Carson was awarded a \$253,000 Proposition A Grant from the Los Angeles County Regional Park and Open Space District (RPOSD) for the Del Amo Park Improvement Project in 2014. The City of Carson also receives Proposition A Maintenance & Servicing funds from the RPOSD to support repairs from previously awarded grants (Exhibit 4).

The meeting room, kitchen and office floors at Del Amo Park need replacement. Staff submitted an application to RPOSD to request funds to support this project. The application was subsequently approved (Exhibit 1), and is now being brought to the City Council to utilize the award.

The proposed vendor, R3 Painting, was tentatively selected by staff to perform the repair work, which includes removal of 2,500 sq. ft. of existing vinyl composition tile (VCT) flooring, and replacement with an epoxy coating. The total not-to-exceed Contract Sum for this project, as provided in the proposed Agreement, is \$58,000. As a public works contract under \$60,000, the procurement is not subject to competitive bidding.

V. FISCAL IMPACT

Should the City Council approve the staff's recommendation, the following accounts will record the expenditure and the grant reimbursement, per the proposed Resolution No. 25- 001. The total maximum amount RPOSD will reimburse Grantee for this Project is \$58,000.00 including related reimbursable expenses.

- General Ledger Account No. 222-80-840-102-7001, Maintenance & Repairs \$58,000.00

VI. EXHIBITS

1. Approval from LA County Grant MSPROPA-CAR-004
2. R3 Painting Public Works Agreement
3. Resolution No. 25-001
4. LA County Maintenance & Supplies Allocation Balance

Prepared by: Mikala Mulitauaopele, Division Secretary, Tim Grierson, Recreation Superintendent, and Michael Whittiker, Jr., Director of Community Services/Recreation/Park Maintenance

Attachments

[Approval from LA County Grant MSPROPA-CAR-004.pdf](#)

[R3 Painting Public Works Agreement](#)

[Resolution No. 25-001.pdf](#)

[LA County Maintenance & Supplies Allocation Balance](#)


Fw: WebGrants - Grant - MSPROPA-CAR-004 - Grant Status Change

From Martha Lopez <mlopez@rposd.lacounty.gov>

Date Fri 11/22/2024 4:49 PM

To Christina Lutu <clutu@carsonca.gov>

Cc Tim Grierson <Tgrierson@carsonca.gov>

 1 attachment (6 KB)

Outlook-1490276776;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Christina-

The application for the M&S funds for flooring at Del Amo Community Center was approved.

The Grant No. assigned is MSPROPA-CAR-004.

Let me know if there are any questions. Enjoy your weekend!

Martha

Martha Lopez

LAC/Regional Park and Open Space District

Grants Unit

1000 S Fremont Avenue, Unit #40, Bldg A-9 East, Ground Floor

Alhambra, CA 91803

(626) 588-5041 | mlopez@rposd.lacounty.gov

NOTE: OFFICE CLOSED ON FRIDAYS

RPOSD.LACounty.gov | ParksProjects.LACounty.gov

Facebook.com/RPOSD | Twitter.com/RPOSD

From: laparks@mail.webgrantscloud.com <laparks@mail.webgrantscloud.com>

Sent: Friday, November 22, 2024 4:40 PM

To: Martha Lopez <mlopez@rposd.lacounty.gov>

Cc: Peter Liang <pliang@rposd.lacounty.gov>; Tracy Yu <cyu@rposd.lacounty.gov>

Subject: WebGrants - Grant - MSPROPA-CAR-004 - Grant Status Change

CAUTION: External Email. Proceed Responsibly.

**** Do Not Respond to This Email ****

The status of the following Grant has changed:

Number: MSPROPA-CAR-004

Name: Various Carson Parks Grant #00326 - Flooring Repairs to Del Amo Park

Program Area: Measure A

Grantee Organization: null

The status of the Grant has changed:

FROM: Awarded

TO: Underway

If this change requires your attention, you may log into the WebGrants grants management system at the following location:

<https://grantfunding.rposd.lacounty.gov>



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

Menu | Help | Log Out

Back | Print | Add | Delete | Edit | Save

Grant Tracking

Current Grants

[Search My Grants](#) | [Closed Grants](#)

Grants in the status Underway or Suspended appear on this list. To view other Grants, click the closed Grants link.

ID	Status	Year	Project Title	Program Area	Grant Administrator	Awarded Amount
MSPROPA-CAR-003	Underway	2024	LifeTrail Outdoor Fitness Equipment Installation and Equipment Parts to 6 City of Carson Parks - Dominguez, Mills, Calas, Hemingway, Anderson, and Dolphin	Measure A	Martha Lopez	\$96,617.00
MSPROPA-CAR-004	Underway	2024	Various Carson Parks Grant #00326 - Flooring Repairs to Del Amo Park	Measure A	Martha Lopez	\$58,000.00
A1525001	Underway	2024	Veterans SportsComplex - Bleachers Replacement/Installation	Measure A	Martha Lopez	\$314,815.00
T06A22	Underway	2023	Carriage Crest Park Expansion project - 10 additional acres	Measure A	Karina Lopez	\$185,000.00
Total					\$654,432.00	

Showing 1 - 4 of 4

**PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
R3 PAINTING**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2025, by and between the City of Carson, a California charter city (“**City**”) and R3 PAINTING, a California corporation (“**Contractor**”). City and Contractor may be referred to, sometimes individually or collectively, as “Party” or “Parties.”

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled **Del Amo Park Epoxy Flooring (“Project”)**. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “**Bid Documents**” refers to Contractor’s Bid attached hereto as Exhibit A, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, (“Greenbook”) are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(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. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor 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. Contractor 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, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor 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 Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit 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 Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor 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. Contractor 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. Contractor

shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 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, Contractor 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) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor 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. Contractor 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. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor 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 Contractor'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.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work 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, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, 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 caused by City's own

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) 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 Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 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 Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Fifty-Eight Thousand Dollars (\$58,000.00)** ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor 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 Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed

invoice; however, Contractor 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 that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within ten (10) business days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

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 Contractor, 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 Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager 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 Project Manager such delay is justified. The Project Manager's determination

shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Tom Rivera
(Name)

President
(Title)

Alberto Cervantes
(Name)

Operations Manager
(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor'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 Contractor.

Contractor 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. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor'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. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Freddy Loza, Public Works Superintendent Facilities & Fleet Maintenance, or any other person as may be designated by the City's **Director of Public Works or City Engineer**. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, 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 Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor 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. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor 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. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. 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 Contractor, 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 Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery

or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and \$2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor 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.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-

contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured

against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnatee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are

intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed \$25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds 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's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

- (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;
- (b) the Project has been accepted; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, 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 Project Manager 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 Project Manager 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 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 Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor 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.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor 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, Contractor agrees that if Contractor 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, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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 Contractor, 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 Project Manager or upon the termination of this Agreement, and Contractor 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 Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted 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 Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor 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) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager 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 Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Contractor. 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; DEFAULT, SUSPENSION 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 Contractor 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 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, “claim” means a separate demand by the Contractor, after the City has denied Contractor’s timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim’s cost, if any.

(vi) Analysis of the claim’s time/schedule impact, if any.

(c) City’s Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 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 Contractor 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.

7.6 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.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

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 Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor 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 Contractor's performance of services under this Agreement. Contractor 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 Project Manager. Contractor 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 his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor 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.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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. Contractor 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.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor 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, Contractor 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 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 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 Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, 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.

9.3 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.

9.4 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. All signatures on bonds must be originals.

9.5 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 Contractor 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.

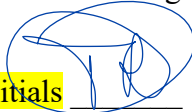
9.6 Severability.

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.

9.7 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 "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials



9.8 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 California charter city

David C. Roberts, Jr., City Manager

ATTEST:


Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[ad; brj]

CONTRACTOR:

R3 PAINTING, a California corporation

*By: 
Name: Tom Rivera

Title: President

*By: 
Name: Alberto Cervantes

Title: Operations Manager

Address: 217 N Euclid Avenue
Ontario, California 91762

***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 _____, 2024 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

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

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 _____, 2024 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

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID

Contractor's bid is as follows, which includes application of prevailing wage rates:



Del Amo Park Epoxy Floor Coating

Prepared By

R3 Painting

LIC# 757555 / DIR# 1000653504 / SBA 8(a)
217 N Euclid Ave
Ontario, California 91762
(323) 789-5330
tom@r3painting.com

Prepared For

12/10/2024

City Of Carson

Tim Grierson
18601 S. Main Street
Carson 90248

(310) 847-3570
Tgrierson@carsonca.gov

Scope of Work

Installation of 3 Layer Flake Epoxy Flooring System - Epoxy Base Layer, Flake Layer, Clear Epoxy top Layer.

Includes demo of existing tiles and leveling of floor (up to 1/4")

Areas of Work: Kitchen, Open room adjacent to kitchen, Lobby, Office, Hallway, Open room adjacent to hallway.

1. VCT Demolition & Hauling - Remove VCT with a sit-on scraper, hammers, and floor scraper hand tools. Transport all VCT debris to the dumpster. Dumpster provide by City.
2. Self-Leveling (Up to 1/4") - After floor prep Apply clear MPC-100 at 150 sqft/gallon. Full broadcast of 30 mesa silica sand into MPC-100 immediately after back rolling. Vacuum any excess 30 mesa silica sand. Clean-Up. Continuously pour 125 50 lbs bags of Mapei Self-Leveler Plus at 24 sqft/bag to achieve a *1/4" thick build.
3. 3-Layer Flake System - Install a barrier to minimize wind, dust, and debris from entering the coating installation + protect personal belongings in the coating area. Diamond grind the concrete with 16/30s grit diamond tooling. Hand grind edges with angle grinder. Open all existing cracks and repair them with a crack filler mender. Thoroughly vacuum debris. Hand grind edges with angle grinder. Apply MPC-160 100% Solids Epoxy base coat to the floor at 150 sqft/gallon. 100% broadcast of flakes onto the base coat before curing. Apply MVP Coatings 100% Solids Polyaspartic top coat at 90 sqft/gallon.

4. Installation of City provided rubber base at all rooms receiving epoxy floor

24-Hours After Installation = Foot Traffic.

48-72 Hours After Installation = Heavy Contents Can Be Returned.

Prevailing Wages Included

Performance and Payment Bond Included

50% Deposit Required prior to starting project

Approximate Schedule: 10 Working Days

10 Year Warranty Included

Proposal Total

\$58,000.00

The work will be performed in the City's Del Amo Park Community building.

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

I. The first paragraph of Section 2.2 (Invoices) is amended as follows:

“City shall make an initial deposit in the amount of fifty percent (50%) of the Contract Sum upon issuance of the Notice to Proceed, which deposit shall be subject to refund if the Project is not completed as required by this Agreement. Upon completion of the project, Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.”

II. Subsection (a) (General Liability Insurance) of Section 5.1 (Insurance Coverages) is amended as follows:

“(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than ~~\$1,000,000~~ ~~\$5,000,000~~ per occurrence, ~~\$2,000,000~~ ~~\$10,000,000~~ general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.”

III. Subsection (b) (Automobile Liability Insurance) of Section 5.1 (Insurance Coverages) is amended as follow:

“(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including “any auto” and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than ~~\$1,000,000~~ ~~\$2,000,000~~ combined single limit for each accident.”

IV. Subsection (d) (Builder’s Risk Insurance) of Section 5.1 (Insurance Coverages) is hereby deleted.

V. Subsection (e) (Pollution Liability Insurance) of Section 5.1 (Insurance Coverages) is hereby deleted.

EXHIBIT C

PERFORMANCE BOND

We, R3 Painting, a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Fifty-Eight Thousand U.S. Dollars and Zero Cents (\$58,000.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, ____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety company]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D
PAYMENT BOND

We, R3 Painting, a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Fifty-Eight Thousand U.S. Dollars and Zero Cents (\$58,000.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

Company Logo

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

DATE:

INVOICE # 1

BILLING PERIOD START

BILLING PERIOD END

PROJECT Name
of TASK:

Project or Task No: PW####

P.O. No: #####

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
TOTAL		\$ -	AMT DUE THIS PERIOD	\$ -	-

Payable to:

Company Name

Address

City

FEIN

ORIGINAL CONTRACT AMOUNT

AMOUNT DUE THIS BILLING PERIOD

PREVIOUS BILLING/ CHARGES

CHANGE ORDER/ (+/-) AMENDMENT

REMAINING CONTRACT BALANCE

RESOLUTION NO. 25-001

A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUNDS AND SPECIAL REVENUE FUNDS, AND AMENDING THE FISCAL YEAR 2024-25

WHEREAS, the City Council adopted the Fiscal Year 2024-25 budget on June 18, 2024, via Resolution No. 24-056; and

WHEREAS, the City Council has determined it necessary to amend the FY2024-25 General Fund budget and Special Revenue Funds budget to make floor improvements at Del Amo Park; and

WHEREAS, the City is eligible and approved up to \$58,000 by LA County to use current allocated Maintenance and Servicing funds from Prop A to make repairs to a previous grant-funded project.

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

Section 1. The following amendment(s) will be made to the City's FY2024-25 budget.

<u>Account</u>	<u>Description</u>	<u>Increase/(Decrease)</u>
222-80-840-102-7001	MAINTENANCE & REPAIRS	\$58,000

Section 2. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY2024-25 budget on file, and effective as of January 21, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 21st day of January 2025.

APPROVED

Sunny K. Soltani, City Attorney

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. 25-001 adopted by the City of Carson City Council at its meeting held on January 21, 2025, by the following vote:

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

Dr. Khaleah K. Bradshaw, City Clerk



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT



MAINTENANCE & SERVICING BALANCES

Please note, balances may not reflect commitments made in the last 2-3 weeks

As of 12/04/2024

Agency	Allocation	Committed	Available
Agoura Hills	\$ 3,774.46	\$ 3,561.08	\$ 213.38
Alhambra	\$ 243,621.98	\$ -	\$ 243,621.98
Arcadia	\$ 770,433.53	\$ 769,990.49	\$ 443.04
Artesia	\$ 51,386.88	\$ 7,363.68	\$ 44,023.20
Avalon / UI Channel Island North	\$ 16,172.04	\$ -	\$ 16,172.04
Azusa	\$ 70,499.63	\$ 45,334.87	\$ 25,164.76
Baldwin Park	\$ 77,199.19	\$ -	\$ 77,199.19
Bell	\$ 291,656.01	\$ 266,370.94	\$ 25,285.07
Bell Gardens	\$ 74,713.87	\$ 74,596.26	\$ 117.61
Bellflower	\$ 35,393.42	\$ -	\$ 35,393.42
Beverly Hills	\$ 858,924.96	\$ 821,197.34	\$ 37,727.62
Bradbury / UI Bradbury	\$ 5,476.85	\$ 5,419.85	\$ 57.00
Burbank	\$ 916,136.11	\$ 526,571.98	\$ 389,564.13
Calabasas	\$ 122,534.93	\$ 121,767.00	\$ 767.93
Carson	\$ 373,535.76	\$ 178,617.00	\$ 194,918.76
Cerritos / UI Cerritos	\$ 321,161.90	\$ -	\$ 321,161.90
Claremont/UI Claremont	\$ 34,758.17	\$ 32,516.44	\$ 2,241.73
Commerce	\$ 297,492.36	\$ -	\$ 297,492.36
Compton	\$ 551,875.72	\$ 551,316.27	\$ 559.45
Covina	\$ 36,871.45	\$ 24,359.48	\$ 12,511.97
Cudahy	\$ 9,012.46	\$ -	\$ 9,012.46
Culver City	\$ 197,039.51	\$ 196,658.44	\$ 381.07
Diamond Bar	\$ 8,897.76	\$ 4,714.91	\$ 4,182.85
Downey	\$ 158,822.58	\$ -	\$ 158,822.58
Duarte	\$ 34,566.53	\$ -	\$ 34,566.53
El Monte	\$ 340,525.83	\$ -	\$ 340,525.83
El Segundo	\$ 169,599.37	\$ 92,393.79	\$ 77,205.58
Ford Theater Foundation	\$ 62,398.80	\$ -	\$ 62,398.80
Gardena	\$ 72,937.40	\$ -	\$ 72,937.40
Glendale	\$ 1,157,117.40	\$ 551,777.57	\$ 605,339.83
Glendora / UI Glendora	\$ 4,113.86	\$ 2,543.52	\$ 1,570.34
Hawaiian Gardens	\$ 94,791.77	\$ -	\$ 94,791.77
Hawthorne	\$ 223,051.98	\$ 222,715.14	\$ 336.84
Hermosa Beach	\$ 3,306.51	\$ -	\$ 3,306.51
Hidden Hills	\$ 13,834.79	\$ 13,760.70	\$ 74.09
Huntington Park	\$ 100,384.84	\$ -	\$ 100,384.84
Industry	\$ 101,815.46	\$ -	\$ 101,815.46
Inglewood	\$ 875,988.71	\$ 400,730.90	\$ 475,257.81
Irwindale	\$ 116,433.31	\$ -	\$ 116,433.31
La Cañada Flintridge	\$ 38,004.63	\$ -	\$ 38,004.63
LA County - Museum of Art	\$ 3,382.12	\$ -	\$ 3,382.12
LA County Department of Beaches and Harbors	\$ 1,515,830.81	\$ 1,127,801.89	\$ 388,028.92
LA County Dept Parks & Recreation	\$ 150,076.15	\$ 119,362.67	\$ 30,713.48
La Habra Heights	\$ 45,675.09	\$ -	\$ 45,675.09

Agency	Allocation	Committed	Available
La Mirada	\$ 26,045.68	\$ -	\$ 26,045.68
La Puente	\$ 163,892.16	\$ 79,413.49	\$ 84,478.67
La Verne / UI La Verne / UI Claremont	\$ 170,160.82	\$ 97,717.92	\$ 72,442.90
Lakewood / UI Lakewood	\$ 172,983.49	\$ 172,983.49	\$ -
Lancaster	\$ 21,671.16	\$ -	\$ 21,671.16
Lawndale	\$ 5,386.39	\$ 4,033.73	\$ 1,352.66
Lomita	\$ 644,063.34	\$ -	\$ 644,063.34
Long Beach	\$ 2,752,560.95	\$ -	\$ 2,752,560.95
Los Angeles	\$ 376,911.13	\$ 376,911.13	\$ -
Los Angeles County Museum of Natural History Foundation	\$ 3,382.10	\$ -	\$ 3,382.10
Los Angeles County Public Works	\$ 139,075.03	\$ -	\$ 139,075.03
Lynwood / UI Lynwood	\$ 386,196.75	\$ -	\$ 386,196.75
Malibu	\$ 119,796.01	\$ 54,729.55	\$ 65,066.46
Manhattan Beach	\$ 675,602.97	\$ 617,000.00	\$ 58,602.97
Maywood	\$ 91,731.97	\$ 90,935.37	\$ 796.60
Monrovia	\$ 8,545.82	\$ 8,545.82	\$ -
Montebello	\$ 602,574.15	\$ 597,231.69	\$ 5,342.46
Monterey Park	\$ 51,167.69	\$ 49,574.38	\$ 1,593.31
Mountains Recreation and Conservation Authority	\$ 179,735.69	\$ 129,205.25	\$ 50,530.44
Norwalk	\$ 21,771.26	\$ -	\$ 21,771.26
Palmdale	\$ 36,584.28	\$ -	\$ 36,584.28
Palos Verdes Estates	\$ 66,668.33	\$ -	\$ 66,668.33
Paramount	\$ 146,270.76	\$ -	\$ 146,270.76
Pasadena	\$ 1,440,687.05	\$ 166,618.33	\$ 1,274,068.72
Pico Rivera	\$ 224,128.52	\$ 220,777.25	\$ 3,351.27
Pomona	\$ 217,471.53	\$ 210,185.56	\$ 7,285.97
Rancho Palos Verdes	\$ 354,737.64	\$ 353,172.97	\$ 1,564.67
Redondo Beach	\$ 541,816.67	\$ -	\$ 541,816.67
Rolling Hills	\$ 28,111.37	\$ -	\$ 28,111.37
Rolling Hills Estates / UI Westfield	\$ 1,585.84	\$ -	\$ 1,585.84
Rosemead	\$ 94,333.22	\$ -	\$ 94,333.22
San Dimas / UI San Dimas	\$ 68,271.56	\$ 60,750.30	\$ 7,521.26
San Fernando	\$ 123,964.60	\$ 123,307.95	\$ 656.65
San Gabriel	\$ 129,576.66	\$ 129,576.66	\$ -
San Marino	\$ 16,410.58	\$ 15,742.37	\$ 668.21
Santa Clarita	\$ 20,628.20	\$ 20,628.20	\$ -
Santa Fe Springs	\$ 101,604.81	\$ 100,000.00	\$ 1,604.81
Santa Monica	\$ 81,397.08	\$ -	\$ 81,397.08
Santa Monica Mountains Conservancy	\$ -	\$ -	\$ -
Sierra Madre	\$ 166,583.31	\$ 64,321.91	\$ 102,261.40
Signal Hill	\$ 97,568.36	\$ -	\$ 97,568.36
South El Monte / UI El Monte / UI Whittier	\$ 61,591.14	\$ -	\$ 61,591.14
South Gate	\$ 216,170.42	\$ 174,922.50	\$ 41,247.92
South Pasadena	\$ 395,147.17	\$ 127,921.44	\$ 267,225.73
Temple City	\$ 42,336.33	\$ -	\$ 42,336.33
Torrance	\$ 1,188,316.22	\$ 487,563.50	\$ 700,752.72
Vernon / UI Vernon	\$ 152,725.54	\$ -	\$ 152,725.54
Walnut	\$ 36,904.05	\$ 35,768.71	\$ 1,135.34
West Covina	\$ 2,056,908.45	\$ 690,974.76	\$ 1,365,933.69
West Hollywood	\$ 291,541.23	\$ -	\$ 291,541.23
Westlake Village	\$ 30,167.83	\$ 28,368.82	\$ 1,799.01
Whittier	\$ 446,174.48	\$ 137,267.99	\$ 308,906.49
Grand Total	\$ 26,140,864.68	\$ 11,587,593.25	\$ 14,553,271.43



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Parks & Recreation

Subject: CONSIDER (1) APPROVING AN AGREEMENT WITH HERK EDWARDS INC. FOR REMOVING AND INSTALLING BLEACHERS AT VETERANS SPORTCOMPLEX AND (2) APPROVING A PURCHASE AGREEMENT WITH HERK EDWARDS INC. FOR PURCHASE OF NEW BLEACHERS, FUNDED BY A LOS ANGELES COUNTY MEASURE A ANNUAL ALLOCATION FUNDING GRANT ON A REIMBURSEMENT BASIS; AND (3) ADOPTING RESOLUTION NO. 25-009 AMENDING THE FISCAL YEAR 2024/2025 BUDGET (CITY COUNCIL)

I. SUMMARY

As of January 3, 2025, the City of Carson has an allocation balance of \$4,807,639.38 in Measure A Annual grant funds, overseen by Los Angeles County - Regional Parks Open Space District (RPOSD), which can be requested to be used for park projects. A total of \$4,020,429.14 has been earmarked for Mills Park public works project 1636, leaving a remaining balance of \$787,210.24.

Staff submitted an application for use of these funds and was subsequently approved by RPOSD for work to install and replace the Veterans SportsComplex main gym bleachers in the amount of \$314,815 (Exhibit No. 1).

Staff requests that the City Council approve a Public Works Agreement with Herk Edwards, Inc., to remove existing and install new bleachers at the Veterans SportsComplex. Specifically, the scope of work under the proposed contract includes demolition and disposal of existing bleachers, and installation of new bleachers. The not-to-exceed Contract Sum is \$56,900, with five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work (Exhibit No. 2).

Staff also requests that the City Council award and approve the Purchase Agreement with Herk Edwards, Inc., to purchase the new bleachers for the amount of \$257,915, utilizing the cooperative purchasing bidding exemption pursuant to CMC 2611(g) and Sourcwell Contract #081523-HSC Effective 10/5/2023- 10/06/2024 (Exhibit No. 3). The use of the cooperative purchasing bidding exemption for this purpose has been approved by the Purchasing Manager, consistent with CMC 2611(g).

Additionally, staff is recommending the City Council adopt Resolution No. 25-009 to amend the FY 2024/2025 budget to allocate the grant funding for this work (Exhibit No. 4).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the attached Public Works Agreement between the City of Carson and Herk Edwards, Inc. (Exhibit No. 2, "Public Works Agreement");
2. AUTHORIZE the Mayor and/or City Manager to execute the Public Works Agreement following approval as to form by City Attorney;
3. APPROVE the attached Purchase Agreement between the City of Carson and Herk Edwards, Inc., pursuant to CMC Section 2611(g) (Cooperative Purchasing bidding exemption) and Sourcwell Contract #081523-HSC (Exhibit No. 3; "Purchase Agreement");
4. AUTHORIZE the Mayor and/or City Manager to execute the Purchase Agreement following approval as to form by City Attorney; and
5. AUTHORIZE the City Manager or designee to submit and execute all documents necessary to ensure and obtain RPOSD reimbursement to the City for the Public Works Agreement and Purchase Agreement out of the Proposition A Annual Allocation grant funding; and
6. ADOPT Resolution No. 25-009, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2024-2025 BUDGET IN THE SPECIAL REVENUE FUNDS."

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City of Carson currently has \$4,807,639.38 in Annual Allocation funds from Los Angeles County Regional Park and Open Space District (RPOSD). A total of \$4,020,429.14 has been earmarked for Mills Park public works project 1636, leaving a remaining balance of \$787,210.24.

The main gym bleachers at the Veterans SportsComplex needs replacement. The current model, which is also the original bleachers installed in 1990, is obsolete and staff can no longer request repairs or new parts. Staff submitted an application to RPOSD to request funds to support this project. The application was subsequently approved (Exhibit No. 1), and is now being brought to the City Council to utilize the award.

The proposed vendor, Herk Edwards, Inc., was tentatively selected by staff to provide the new bleachers and perform the installation, which includes materials delivered and installed, as well as demolition and disposal of the existing bleachers. The total not-to exceed cost for this project, across both proposed agreements, is \$314,800.

There are two agreements for City Council to review and approve: (i) the Public Works Agreement for the demolition of existing and installation of new bleachers at \$56,900.00, which based on the Contract Sum is not subject to bidding requirements pursuant to CMC 2612 and the Public Contracts Code; and (ii) the Purchase Agreement for purchase of the new bleachers at \$257,915.00 using Sourcwell Contract #081523-HSC, which is exempt from bidding pursuant to CMC 2611(g)(Cooperative Purchasing).

V. FISCAL IMPACT

Should the City Council approve the staff's recommendation, the following accounts will record the expenditure and the grant reimbursement, per the proposed Resolution No. 25-009. The total maximum amount RPOSD will reimburse Grantee for this Project is \$314,815.00 including related reimbursable expenses as specified.

- General Ledger Account No. 222-80-840-102-7001, Maintenance and Repairs \$314,815.00

VI. EXHIBITS

1. Notice to Proceed - VSC Bleachers
2. Public Works Agreement - Herk Edwards Inc.
3. Purchase Agreement - Herk Edwards Inc.
4. Resolution No. 25-009

Attachments

[Notice to Proceed - VSC Bleachers.pdf](#)

[PW Agreement Herk Edwards Inc.pdf](#)

[Purchase Agreement Herk Edward Inc.pdf](#)

[Resolution No. 25-009.pdf](#)



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT



BOARD OF DIRECTORS

Hilda L. Solis

Holly J. Mitchell

Lindsey P. Horvath

Janice Hahn

Kathryn Barger

Director

NORMA E. GARCÍA-GONZÁLEZ

District Administrator

CHRISTINA ANGELES, ESQ.

Assistant District Administrator

MARK GLASSOCK

Date: 12/24/2024

City of Carson
701 East Carson Street
Carson CA 90745

NOTICE TO PROCEED

VETERANS SPORTSCOMPLEX BLEACHER REPLACEMENT
MASTER AGREEMENT NO. A15
NTP NO. A1525001
STUDY AREA NO. 161

This Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of Agreement No. A15, dated October 17, 2024 ("Agreement"), confirms approval of your Annual Allocations Project, as described in your Work Plan dated December 12, 2024, for the project described as the Veterans SportsComplex Bleacher Replacement ("Project").

1. Scope of Work

Furnish and install Telescoping Bleachers.

2. NTP Performance Period

Start Date: 12/24/2024

End Date: 9/30/2025

Grantee must submit all claims and required documentation to RPOSD that shall be no later than 12 months following the Performance Period end date.

3. Grant Amount

The total maximum amount RPOSD will reimburse Grantee for this Project is \$314,815.00 including related reimbursable expenses as specified. Any items where cost estimates exceed the approved budget, require prior written authorization from RPOSD.


4. Reimbursement

- a. Grantee must complete all required deliverables identified in the attached Work Plan.
- b. The total reimbursement from RPOSD for all deliverables may not exceed Grant Amount, identified in the Grant Amount.
- c. Ensure NTP NO. A1525001 appears on invoices submitted to RPOSD for purposes of reimbursement.

All terms of the Agreement which authorize this NTP, will remain in full force and effect. The terms of the Agreement will govern and take precedence over any conflicting terms or conditions in this NTP. Work authorized pursuant to this NTP must be in compliance with the terms and conditions of the Agreement to be valid or binding.

At Grantee's written request, this NTP may be amended subject to RPOSD's sole discretion and prior approval. Amendments are to be limited to modifications of the Performance Period, Scope of Work, or Grant Amount.

APPROVED BY:


Mark Glassock (Dec 24, 2024 11:29 PST)

RPOSD Representative Signature

Mark Glassock

RPOSD Representative (Name)

Assistant District Administrator

RPOSD Representative (Title)

Date: 12/24/2024



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

1000 S. Fremont Avenue, Unit #40, Building A-9 East, Ground Floor, Alhambra, CA 91803
(626) 588-5060 • RPOSD.LACOUNTY.GOV • INFO@RPOSD.LACOUNTY.GOV



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

Application

09522 - Annual Allocation Work Plan - Final Application

**10696 - Veterans SportsComplex - Bleachers Replacement/Installation
Measure A**

Status: Under Review

Submitted Date: 12/12/2024
5:15 PM

Submitted By: Tim Grierson

Grants Officer Assigned: Martha Lopez

Applicant Information

Primary Contact:

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Salutation	Salutation	Tim		Grierson
		First Name	Middle Name	Last Name
Title	Recreation Superintendent			
What is your role in managing grants with RPOSD? (primary contact, authorized or designated signer, accounting manager, etc.)	Primary Contact			
Department Name*	Community Services - Recreation			

Authorized Official

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Salutation	Mr.	David		Roberts
	Salutation	First Name	Middle Name	Last Name
Title	City Manager			
What is your role in managing grants with RPOSD? (primary contact, authorized or designated signer, accounting manager, etc.)	Authorized Signer			
Department Name*	City Managers Office			

Organization Information

Agency/Organization Name*	City of Carson - Carson	161	CARS
		Study Area Number	M&S Code

Agency/Organization Type

What is your Agency/Organization Type? Public Agency

Agency/Organization Contact Information

Agency/Organization Website www.carsonca.gov

Agency/Organization Phone*	310-830-7600	1125
		Ext.

Physical Address

All paper-based grant-related correspondence will be mailed to this address, unless a different address is provided below.

Agency/Organization Physical Address* 701 E. Carson Street

*	Carson City	California State/Province	90745 Postal Code/Zip
Is this the same as the Mailing Address?*			
Yes			
Mailing Address Skip this if Mailing Address is the same above.			
Mailing Address			
	City	California State/Province	Postal Code/Zip
Agency/Organization Financial Information			
Tax ID* 952513547			
List the ROLES/TITLES of the individuals identified as Authorized and Designated signers per your agency's adopted resolution or proof of jurisdiction support.*			
David Roberts - City Manager Tim Grierson - CS Recreation Superintendent Luchie Magante - CS Principal Administrative Analyst Garrett Roberts - PW Principal Administrative Analyst			
Grants Officer Assigned			
Grants Officer Martha Lopez			
Supervisory District(s)			
Old SD 2			
New SD 2			
Good Standing Status Issues, if any:			
RPOSD VIEW ONLY			
Good Standing Status Comments			

Project Description

Grant Project Title*	Veterans SportsComplex Bleacher Replacement 50-character limit. Please note that characters include spaces and punctuation.
2 to 3 sentences summarizing the proposed project. The sentences should be concise and allow for a clear understanding of the proposed project.	
Scope of Work*	Furnish and install Telescoping Bleachers.
750-character limit. Please note that characters include spaces and punctuation.	
Project Type*	Development Choose your project type

Project Location Information

Location Name*	Veterans SportsComplex i.e. park name, open space name, etc. Must enter a name. Actual or potential
Physical Location	22400 Moneta Ave., Carson, CA 90745 e.g. 1000 S. Fremont Ave, Alhambra, CA 91803. If no physical address, input Latitude and Longitude
AIN FOR ACQUISITION ONLY	
Assessor's Identification Number (AIN)	For assistance in finding the AIN number please visit the Los Angeles County Assessor Portal.
Are additional locations part of this project?	

Land Access/Tenure

Please note that if the answer is **Yes** the applicant must provide proof in supporting documents section below. If the answer is **NO** the applicant must provide written consent or other documentation to develop project. Examples of documentation include, but are not limited to, lease agreement, Memorandum of Understanding (MOU) or other documentation from the landowner agreeing to the proposed project.

Is your agency the landowner of the proposed project location(s)? Yes

Will your agency be responsible for the long term grant obligations? Yes

If your Agency will not be responsible for the long-term grant obligations, please explain. Note: An Assignment and Assumption of Grant Agreement (AAGA) will be required.

Who is the landowner?

Landowner Contact's name and email

Reporting Requirements

Supervisory District* 2

Park ID Required for Existing Facilities

Park ID* 6249
CPAD Unit ID. If no CPAD Unit ID, write 'N/A'

Study Area* Carson - 161

Level of Need* High

Soft Costs - RPOSD Funding

Deliverables	Completion Date	Funding Source	Study Area	RPOSD Funding Amount
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Hard Costs - RPOSD Funding

Deliverables	Completion Date	Funding Source	Study Area	RPOSD Funding Amount
Materials	09/30/2025	Measure A Annual Allocation	Carson - 161	\$257,915.00
Labor	09/30/2025	Measure A Annual Allocation	Carson - 161	\$56,900.00

Other Funding Narrative

Please explain other funds to support this project. 750-character limit.

Total Costs

Total RPOSD Soft Costs \$0.00

RPOSD Soft Costs Percentage 0

Total RPOSD Hard Costs \$314,815.00

RPOSD Hard Costs Percentage 100.0

Total RPOSD Amount \$314,815.00

Exception to the Rule

Based on the Exception to the Rule, does this project require Community Outreach and Engagement?*

No

If the answer is **yes**, the remainder of the form MUST be completed.

Community Outreach and Engagement Requirements

What is the total project budget (including outside funding sources)?*

\$50,000.00 - \$1,000,000.00

Did your organization plan/complete Information Sharing and Participatory Engagement? *

No

If not, please explain

This project is replacing the Veterans SportComplex's main basketball gym's old bleachers with new bleachers.

500-character limit. Please note that characters include spaces and punctuation.

Language Access Requirements

Our agency has a TIER 1 Requirement

Our agency has a TIER 2 Requirement

Our agency has a TIER 3 Requirement

Community Outreach and Engagement - COMPLETED

Has Community Outreach and Engagement been conducted for this project?

No

Community Outreach and Engagement - PLAN

Date of Engagement

Time of Day

Engagement Type

Outreach Type

Location

Before or After Project Start

Description of Outreach

1000-character limit. Please note that characters include spaces and punctuation. Briefly describe your Information Sharing or Participatory Engagement efforts.

Is there additional Community Outreach and Engagement planned?

No

Annual Allocation (AA) Work Plan

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments
Quote for Labor	11/08/2024	Veterans SportsComplex - HEI Bleachers Labor Quote.pdf			
Quote for Materials	11/08/2024	Veterans SportsComplex - HEI Bleacher Materials Quote.pdf			
Funding Acknowledgement Plan - Signage	12/12/2024	Signage Mockup.pdf			
Design Photos	12/11/2024	Design Photos - VSPC Bleachers.pdf			
Photos of Current/Old Bleachers	12/12/2024	VSPC Current Bleachers_as of 12-12-2024.pdf			
Grant Deed - Veterans Park	12/11/2024	Grant Deed - Veterans SportsComplex.pdf			
Grant Boundary Map - VSPC Bleachers	12/12/2024	Grant Boundary Map - VSPC Bleachers.pdf			

Notice to Proceed

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments
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Implementation

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments
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Closeout Requirements

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments
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NTPA1525001 City of Carson

Final Audit Report

2024-12-24

Created:	2024-12-18
By:	Agie Jordan Iii (ajordan@rposd.lacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAio715pYozjMCWtjLUF-31HW-m7FoOeuq

"NTPA1525001 City of Carson" History

-  Document created by Agie Jordan Iii (ajordan@rposd.lacounty.gov)
2024-12-18 - 11:38:20 PM GMT- IP address: 209.160.244.87
-  Document emailed to Mark Glassock (MGlassock@rposd.lacounty.gov) for signature
2024-12-18 - 11:40:01 PM GMT
-  Email viewed by Mark Glassock (MGlassock@rposd.lacounty.gov)
2024-12-24 - 7:29:00 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Mark Glassock (MGlassock@rposd.lacounty.gov)
Signature Date: 2024-12-24 - 7:29:48 PM GMT - Time Source: server- IP address: 136.226.65.14
-  Agreement completed.
2024-12-24 - 7:29:48 PM GMT

**PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
HERK EDWARDS, INC.**

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this 8th day of JAN, 2025, by and between the City of Carson, a California charter city ("**City**") and HERK EDWARDS, INC., a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by this reference. Except as otherwise provided in Exhibit A, the Scope of Work shall include the Contractor's "Telescoping Bleachers Labor Quote – Veterans SportsComplex" issued to the City on November 8, 2024 ("Proposal") and other Bid Documents for the project entitled Veterans SportsComplex Gym Bleachers Removal and Installation ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Proposal, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid

Documents are incorporated into this Agreement and made part hereof, except as otherwise provided in Exhibit A. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(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. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor 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. Contractor 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, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor 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 Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit 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 Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor 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. Contractor 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. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 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, Contractor 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) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor 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. Contractor 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. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor 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 Contractor'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.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work 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, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, 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 caused by City's own

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) 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 Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 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 Contractor the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Fifty-Six Thousand Nine Hundred Dollars (\$56,900.00)** ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these

rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor 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 Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor 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 that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Except as otherwise provided in Exhibit A, Contractor shall complete the Project within one hundred eighty (180) calendar days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

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 Contractor, 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 Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager 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 Project Manager such delay is justified. The Project Manager's determination

shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Steve Saunders</u> (Name)	<u>Owner/President</u> (Title)
<u>TRAVIS EDWARDS</u> (Name)	<u>PROJECT MANAGER</u> (Title)
<u>STEVE STAMER</u> (Name)	<u>SENIOR PROJECT MANAGER</u> (Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor'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 Contractor.

Contractor 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. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor'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. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Freddy Loza, Public Works Superintendent - Facilities & Fleet Maintenance, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, 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 Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor 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. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor 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. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. 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 Contractor, 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 Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and \$2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor 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.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed \$25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds 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's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, 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 Project Manager 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 Project Manager 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 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 Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor 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.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor 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, Contractor agrees that if Contractor 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, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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 Contractor, 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 Project Manager or upon the termination of this Agreement, and Contractor 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 Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted 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 Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor 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) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager 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 Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Contractor. 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; DEFAULT, SUSPENSION 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 Contractor 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 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 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 Contractor 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.

7.6 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.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

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 Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor 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 Contractor's performance of services under this Agreement. Contractor 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 Project Manager. Contractor 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 his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor 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.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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. Contractor 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.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor 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, Contractor 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 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 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 Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, 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.

9.3 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.

9.4 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. All signatures on bonds must be originals.

9.5 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 Contractor 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.

9.6 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.

9.7 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 "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials



9.8 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 California charter city

David C. Robert, Jr., City Manager

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONTRACTOR:

HERK EDWARDS, INC., a California corporation

*By: _____
Name: Steve Saunders
Title: President

*By: _____
Name: Melissa Saunders
Title: CFO

Address: 23848 Hawthorne Blvd., Suite 100
Torrance, CA 90505

***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 _____, 2024 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

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐
☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐
☐
☐
☐

ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

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 _____, 2024 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	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:	
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

SCOPE OF WORK

Gym Bleachers

Scope of Work: Install Telescoping Bleachers by Hussey Seating Company per the manufacturer's requirement, the attached proposal drawings and as follows:

Two (2) Banks Hussey MAXAM series Model MXM26 Floor Attached Telescoping Bleachers

- 8 rows x 99'-0" long, 101'-0" with end rails (each bank)
- 9-5/8" rise, 24" row spacing
- Flat top deck with one row recess
- Powered operation with pendant control
- Self-storing end guard rails
- Clear UV-finish decks
- Three aisles per bank, with hinged front aisle steps, intermediate steps, and aisle rails
- Courtside XC10" polymer seats
- Vinyl end curtains
- Performance and payment bonds included

Prevailing wage labor performed by a Hussey Certified Installer..... Total: **\$ 41,265.00**

Prevailing wage demolition and disposal of exiting bleachers..... Total: **\$ 15,635.00**

This labor quote is associated with and accompanied by a quote titled "Veterans SportsComplex - HEI Bleacher Materials Quote", dated 11/8/2024 and is only valid for purchase along with said quote.

Clarifications/Exceptions/Exclusions:

Electrical supply and final terminations are excluded. See attached shops for electrical requirements. Permits are excluded. Prices quoted are based on furnishing the equipment listed above in accordance with the manufacturer's published standard construction specifications and installation instructions (unless otherwise noted) and specifically excludes furnishing products by any other manufacturer, or to any other specification.

After the demolition work, Contractor shall obtain Project Manager approval prior to proceeding with the installation work. Any days that elapse between Contractor's completion of the demolition work to the satisfaction of the Project Manager and the Project Manager's approval to proceed for the installation work shall not be counted toward the 180 calendar days referenced in Section 3.1 (Schedule of Performance).

Further details of the new gym bleachers to be installed by Contractor are as shown in the drawings attached to Contractor's Proposal. However, notwithstanding any provision of the Proposal, purchase of the new gym bleachers is not within the scope of this Agreement. The "Terms & Conditions" set forth in the Proposal are hereby expressly excluded from this Agreement.

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike-through~~ and additions shown in ***bold and italics***.

I. Subsection (a) (General Liability Insurance) of Section 5.1 (Insurance Coverages) is hereby amended as follows:

“(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than ~~\$1,000,000~~ ~~\$5,000,000~~ per occurrence, ~~\$2,000,000~~ ~~\$10,000,000~~ general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.”

II. Subsection (b) (Automobile Liability Insurance) of Section 5.1 (Insurance Coverages) is hereby amended as follows:

“(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including “any auto” and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than ~~\$1,000,000~~ ~~\$2,000,000~~ combined single limit for each accident.”

III. Subsection (d) (Builder’s Risk Insurance) of Section 5.1 (Insurance Coverages) is hereby deleted.

IV. Subsection (e) (Pollution Liability Insurance) of Section 5.1 (Insurance Coverages) is hereby deleted.

EXHIBIT C

PERFORMANCE BOND

We, Herk Edwards, Inc., as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Fifty-Six Thousand Nine Hundred Dollars U.S. Dollars and No Cents (\$56,900.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety company]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, Herk Edwards, Inc., as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Fifty-Six Thousand Nine Hundred U.S. Dollars and No Cents (\$56,900.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

INVOICE FORM

Company Logo

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

BILLING PERIOD START	
BILLING PERIOD END	

PROJECT or TASK: Name
or Task No: PW####
P.O. No: #####

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL		\$ -	AMT DUE THIS PERIOD		\$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT			
AMOUNT DUE THIS BILLING PERIOD	\$	-	
PREVIOUS BILLING/ CHARGES			
CHANGE ORDER/ (+/-) AMENDMENT			
REMAINING CONTRACT BALANCE	\$	-	###

**PURCHASE AGREEMENT
BY AND BETWEEN
THE CITY OF CARSON AND
HERK EDWARDS, INC.**

THIS PURCHASE AGREEMENT ("Agreement") is executed this 8th day of January, 2025 ("Effective Date"), by and between the CITY OF CARSON, a California municipal corporation ("City"), and HERK EDWARDS, INC., a California corporation ("Seller"). City and Seller may be referred to, sometimes individually or collectively, as "Party" or "Parties."

1. Purchase and Sale of Goods. On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and deliver to City and City agrees to purchase and accept from Seller the Gym Bleachers described herein and specified in Exhibit "A" attached hereto and incorporated herein by this reference ("Goods"), for the total purchase price ("Purchase Price") set forth in Section 3.

2. Description of Goods. The Goods being sold by Seller to City consists of the Gym Bleachers, as described herein and as specified in Exhibit "A."

3. Purchase Price. The total Purchase Price which City agrees to pay to Seller for purchase and sale of the Goods and their delivery is not to exceed **Two Hundred Fifty-Seven Thousand Nine Hundred Fifteen Dollars (\$257,915.00)**, as provided in further detail in Exhibit "A".

4. Term. The term of this Agreement shall expire after City's acceptance of the Goods and City's payment therefor following Seller's submission of the requisite invoice, and subject to any applicable warranty of the Goods.

5. Representations and Warranties of Seller. Seller makes the following representations and warranties to City:

5.1. Authority and Consents. Seller has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Seller's execution, delivery, and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller and constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

5.2. Title and Operating Condition. Seller has good and marketable title to the Goods. The Goods are free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to the Goods free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. The Goods are in conformity with the manufacturer's specifications, descriptions, representations and warranties. Seller is aware that City is purchasing

the Goods for use in City's operations and that City is relying on Seller's warranties that the Goods are fit for this purpose and the ordinary purposes for which the Goods are normally used.

6. Time of Delivery. The date and time of delivery of the Goods shall be no later than 120 days following issuance of a Notice to Proceed by City's Contract Officer, or if elected by the City's Contract Officer, as otherwise requested by the City, during City's business hours which are Monday through Thursday 7:00 am to 3:30 pm. In the latter case, City will provide Seller with a scheduled delivery date for the site listed in Section 7.

7. Place of Delivery. The Goods shall be delivered to City of Carson Veterans SportsComplex, Attn: Tim Grierson, 22400 Moneta Ave., Carson, CA 90745, and offloaded there by Seller.

8. Title and Risk of Loss; Payment and Invoicing. Title to and the risk of loss, damage and destruction of the Goods shall remain with the Seller until after inspection and acceptance of the Goods by City, and payment by City of the Purchase Price. Seller shall invoice City in the amount of the Purchase Price for purchase of the Goods, and City shall remit payment by no later than forty-five (45) days after City's acceptance of the Goods.

9. Inspection. After delivery of the Goods, City shall inspect the Goods within a reasonable time not to exceed thirty (30) days and provide written notice to the Seller specifying any defects or other objections, unless City intends to accept the Goods in whole, in which case no notice will be necessary. Acceptance of the Goods, whether in whole or in part, shall not be deemed a waiver of any defects identified by the City, nor any defects later discovered by the City, and specified to the Seller in writing.

10. No Replacements or Cures. This Agreement calls for strict compliance. Seller expressly agrees that both the Goods tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Goods or any part thereof, City may, but is not required to, accept any substitute performance from Seller or engage in subsequent efforts to effect a cure of the original tender by Seller.

11. Insurance Coverages.

11.1 Types of Coverages. Seller 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) **Commercial General Liability Insurance.** 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 Seller against any loss,

claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Seller 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.** A policy of comprehensive automobile liability insurance written on a per occurrence basis 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 other automobile.

(d) **Subcontractors.** Seller 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 be subject to all of the requirements stated herein.

(e) **Broader Coverages and Higher Limits.** Notwithstanding anything else herein to the contrary, if Seller 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 Seller.

11.2 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 Seller'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. 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, Seller shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Contract Officer. No work or services under this Agreement shall commence until Seller 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. The 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 City's Risk Manager or other designee of the City due to unique circumstances.

12. Indemnification. Seller agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, damages, costs and liability of any kind or nature (including reasonable attorney's fees) which the City, its officers, officials, employees, agents or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to

property (i) arising out of or from the Goods or delivery of the Goods, and (ii) to the extent arising from (a) Seller's negligent acts, omissions or willful misconduct, (b) Seller's ownership or possession of the Goods during any period ending on or prior to the Effective Date, (c) Seller's replacement of the Goods or any part thereof pursuant to this Agreement, and (d) Seller's breach of any of its representations, warranties or covenants under this Agreement.

13. Remedies. The remedies and rights conferred on the City by this Agreement are in addition to and cumulative with all other remedies and rights accorded the City under law or equity. Without limiting the generality of the foregoing, Seller agrees that if there is any defect in the Goods, as determined in City's sole and absolute discretion, and upon written notice thereof given to Seller, Seller shall replace the defective Goods without delay or cost to the City. In the event of Seller's failure to replace the Goods within ten (10) calendar days after being notified of such defects, City is hereby authorized to contract with another party for the purchase of replacement of Goods, and Seller shall reimburse City for all such costs immediately upon demand.

14. Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the Parties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

15. Assignment. This Agreement may not be assigned by Seller without the express written consent of City. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective heirs, legal representatives, successors and assigns. All Goods manufacturer's warranties shall be assigned to and turned over to the City.

16. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the Parties.

17. Entire Agreement: Modification: Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, whether oral or written. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

18. Contract Officer. Freddy Loza, Public Works Superintendent – Facilities & Fleet Maintenance, or such person as may be designated by the City Manager is hereby designated as being the representative of the City authorized to act on its behalf with respect to this Agreement and to make all decisions in connection therewith ("Contract Officer").

19. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the third day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Seller at: Herk Edwards, Inc.
Attn.: Travis Edwards
23848 Hawthorne Blvd., Suite 100
Torrance, CA 90505

To City at: City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

20. Warranty and 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. Seller 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. Seller 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. Seller 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.

Seller's Authorized Initials 

21. Effects of Headings. The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect or be considered in the construction or interpretation of any of its provisions.

22. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed the same as original signatures.

23. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California.

24. Termination. City may terminate this Agreement for any reason whatsoever, prior to delivery of the Goods and City's payment of the Purchase Price therefor as set forth herein.

25. Venue. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

-----[SIGNATURES ON FOLLOWING PAGE]-----

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed in on the day 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
[brj]

SELLER:

HERK EDWARDS, INC., a California corporation

Name: Steve Saunders
Title: President

Name: Melissa Saunders
Title: CFO

Two corporate officer signatures required when Seller 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. SELLER'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 SELLER'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 _____, 2024 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

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED
GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

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 _____, 2024 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

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

DESCRIPTION OF GOODS AND PRICING

Two (2) Banks Hussey MAXAM series Model MXM26 Floor Attached Telescoping Bleachers

- 8 rows x 99'-0" long, 101'-0" with end rails (each bank)
- 9-5/8" rise, 24" row spacing
- Flat top deck with one row recess
- Powered operation with pendant control
- Self-storing end guard rails
- Clear UV-finish decks
- Three aisles per bank, with hinged front aisle steps, intermediate steps, and aisle rails
- Courtside XC10" polymer seats
- Vinyl end curtains

Further details of the Goods are as shown in the drawings attached to Seller's "Telescoping Bleacher Materials Quote – Veterans SportsComplex" issued to the City on November 8, 2024. However, installation of the Goods is not within the scope of this Agreement, nor is demolition or removal of any existing bleachers. The "Terms & Conditions" set forth in said Quote are hereby expressly excluded from this Agreement.

Pricing is per Sourcewell Contract #081523-HSC Effective 10/5/2023 – 10/06/2027, or CMAS Contract #4-24-01-1030 Effective 01/19/2024 – 10/06/2027.

RESOLUTION NO. 25-009

A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUNDS AND SPECIAL REVENUE FUNDS, AND AMENDING THE FISCAL YEAR 2024-25

WHEREAS, the City Council adopted the City’s Fiscal Year (FY) 2024-25 budget on June 18, 2024 via Resolution No. 24-056; and

WHEREAS, the City Council has determined it necessary to amend the FY2024-25 General Fund budget and Special Revenue Funds budget to install and replace bleachers at the Veterans SportsComplex; and

WHEREAS, the City is eligible and approved up to \$314,815 by LA County to use current Annual Allocation funds from Measure A.

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

Section 1. The following amendments will be made to the City’s FY2024-25 budget.

<u>Account</u>	<u>Description</u>	<u>Increase/(Decrease)</u>
222-80-840-102-7001	MAINTENANCE & REPAIRS	\$314,815

Section 2. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY2024-25 budget on file, and effective as of January 21, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 21st day of January 2025.

APPROVED

Sunny K. Soltani, City Attorney

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. 24-047 adopted by the City of Carson City Council at its meeting held on January 21, 2025, by the following vote:

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

Dr. Khaleah K. Bradshaw, City Clerk



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Operations

Subject: CONSIDER AWARDED A CONTRACT TO SOCAL SURFACES, INC. FOR THE RESURFACING OF VARIOUS OUTDOOR COURTS ALONG WITH THE CONVERSION OF TENNIS COURTS TO PICKLEBALL COURTS (CITY COUNCIL)

I. SUMMARY

Invitation for Bids (IFB) No. 24-23 was released on September 26, 2024, to seek proposals from qualified contractors to provide outdoor court resurfacing and conversion to pickleball courts for various City outdoor basketball and tennis courts. In response to the IFB, City staff received two bids. After careful analysis and evaluation of the bids, staff is recommending the City Council award the Public Works Agreement to SoCal Surfaces, Inc.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Public Works Agreement with SoCal Surfaces, Inc. to provide resurfacing of various outdoor courts and the conversion to pickleball courts in a not-to-exceed amount of \$383,875.00 (Exhibit No. 1; "Agreement").
2. AUTHORIZE Mayor to execute the Agreement following approval as to form by the City Attorney

III. ALTERNATIVES

TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

The City owns, operates, and maintains approximately 28 basketball courts, 17 tennis courts and 8 pickleball courts across its parks. Residents regularly frequent and utilize these parks and courts. This usage brings wear and tear on these court surfaces. It was determined by the Community Services/Recreation/Park Maintenance Department, through the Community Services Master Plan, that resurfacing and half conversions of several tennis courts to pickleball courts is needed. This scope of work includes, but is not limited to, filling minor cracks, installing several coats of acrylic, and replacing play lines with paint that is compatible with the chosen sealer and finish.

The parks covered by this contract include, but are not limited to, Carson, Calas, Dominguez, Dolphin, Foisia, Hemingway, Veterans, and Stevenson Parks. Dolphin and Dominguez Parks will receive pickleball courts. As stated in the Community Services Master Plan, pickleball is the fastest growing sport in America. Pickleball has had a 650% increase in participation over the last 6 years according to USA Pickleball Association (USAPA). A youth movement is underway, as more schools add pickleball to physical education classes. Most core players (those who play 8+ times per year) are still 65+ but most casual players are now in the 8–34 age range so it is a sport for the entire community (axios.com). The national trend is also prevalent with Carson residents so the Community Services Master Plan recommends that the City should pursue the development of joint tennis/pickleball courts in its parks to meet community needs.

To do so, Invitation for Bids (IFB) No. 24-23 was released via Planet Bids and the Daily Journal on September 26, 2024, to solicit vendors to provide outdoor and pickleball court resurfacing services. By the October 30, 2024, deadline, two (2) proposals were received:

1. SoCal Surfaces, Inc., in the amount of \$383,875.00
2. TrueLine, in the amount of \$431,725.45

Staff conducted an initial review of each submission, and it was determined that SoCal Surfaces, Inc. ("SoCal") is the lowest responsive and responsible bidder pursuant to Carson Municipal Code ("CMC") Section 2612 of the City's Purchasing Ordinance and the Public Contract Code. The firm has previously completed projects at Anderson Park with positive results from Carson residents. SoCal has demonstrated that they possess the requisite experience and proven ability to be effective in performing the required services. A notice of intent to award to SoCal was issued on November 4, 2024. The City Council is now asked to award and approve the Agreement with SoCal (Exhibit No. 1), for outdoor court resurfacing and pickleball conversion services in an amount not-to-exceed \$383,875.00.

V. FISCAL IMPACT

Funds for this item will be absorbed by the FY 2024 - 2025 adopted budget account No. 101-90-970-107-6004

VI. EXHIBITS

1. SoCal Surfaces, Inc. Public Works Agreement
2. IFB No. 24-23 Bid Register

Attachments

[SoCal Sports Surfaces, Inc. Contract](#)

[IFB No. 24-23 Bid Register](#)

**PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
SOCAL SURFACES, INC.**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2025, by and between the City of Carson, a California municipal corporation (“**City**”) and SOCAL SURFACES, INC., a California corporation (“**Contractor**”). City and Contractor may be referred to, sometimes individually or collectively, as “Party” or “Parties.”

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled OUTDOOR COURT RESURFACING AND PICKLEBALL CONVERSION (“**Project**”). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “**Bid Documents**” refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Addenda thereto, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or

incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, (“Greenbook”) are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(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. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor 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. Contractor 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, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor 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 Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit 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 Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor 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. Contractor 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. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 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, Contractor 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) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor 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. Contractor 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. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor 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 Contractor'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.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work 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, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, 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 caused by City's own

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) 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 Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 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 Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Three Hundred Eighty-Three Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$383,875.00)** ("Contract Sum") for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor 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 Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor 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 that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth

in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within _____ (____) calendar days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in

writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

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 Contractor, 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 Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager 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 Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Jeff Schmitz</u>	<u>Project Manager</u>
(Name)	(Title)
<hr/>	<hr/>
(Name)	(Title)
<hr/>	<hr/>
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor'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 Contractor.

Contractor 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. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor'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. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Modesto Bolanos, Landscape and Park Maintenance Superintendent or any other person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have

authority, if specified in writing by the City Manager or applicable department head, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, 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 Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor 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. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor 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. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. 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 Contractor, 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 Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including “any auto” and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident.

(c) Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(d) Builder’s Risk Insurance. Contractor shall maintain Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor’s Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and \$2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly

excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor 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.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnatee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed \$25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds 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's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond

until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, 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 Project Manager 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 Project Manager 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 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 Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor 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.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor 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, Contractor agrees that if Contractor 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, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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 Contractor, 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 Project Manager or upon the termination of this Agreement, and Contractor 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 Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use,

reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted 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 Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor 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) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager 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 Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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; DEFAULT, SUSPENSION 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 Contractor 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 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is

not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to

respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 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 Contractor 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.

7.6 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.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

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 Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor 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 Contractor's performance of services under this Agreement. Contractor 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 Project Manager. Contractor 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 his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor 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.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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. Contractor 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.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor 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, Contractor 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 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 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 Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, 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.

9.3 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.

9.4 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. All signatures on bonds must be originals.

9.5 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 Contractor 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.

9.6 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.

9.7 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 "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials _____

9.8 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
[pks;brj]

CONTRACTOR:

SOCAL SURFACES, INC., a California corporation

By:_____

Name:

Title:

By:_____

Name:

Title:

Address: 135 W 155th St
Gardena, CA 90248

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 _____, 2024 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

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

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 _____, 2024 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

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

CONTRACTOR'S BID

BID SHEET

Note to Bidders: The quantities provided below are approximate. It is the responsibility of the bidders to verify these quantities and ensure that all necessary work for a complete and fully operational court resurfacing and conversion is included. Any discrepancies in the quantities do not exempt the bidder from the obligation to fulfill the court resurfacing and pickleball conversion services.

Name	Address	Type	Qty	Total Sq Ft	Tennis Court Resurfacing	Basketball Court Resurfacing	Pickleball Conversion	Notes
Anderson Park <i>Delete in its entirety</i>	19101 S. Wilmington Ave	Basketball	2	75 x 48	\$	\$	\$	
		Tennis	4	120 x 60	\$	\$	\$	
Calas Park	1000 E. 220 th Street	Basketball	1	75 x 50	\$	\$ 11,125.00	\$	
		Tennis	2	120 x 60	\$ 37,860.00	\$	\$	
Carson Park	21411 Orrick Ave	Basketball	1	75 x 48	\$	\$ 19,035.00	\$	
Dolphin Park	21205 Water Street	Basketball	1	75 x 48	\$	\$ 22,600.00	\$	Pickleball court outside of tennis court area. Stripe for 1 pickleball court. Add: Pickleball conversion: Resurfacing of the entire concrete pad located outside of the tennis court. Reference Exhibit D
		Tennis	2	120 x 60	\$ 20,690.00	\$	\$	
		Pickleball Reference Exhibit D	1	120 x 60 and Reference Exhibit D	\$	\$	\$19,800.00	
Dominguez Park	21330 Santa Fe Ave	Basketball	1	82 x 95	\$	\$ 18,300.00	\$	Pickleball conversion court. Stripe for 4 pickleball courts.
		Tennis	1	120 x 60	\$ 12,350.00	\$	\$	
		Pickleball	4	120 x 60	\$	\$	\$28,170.00	
Foisia Park	23410 Catskill Ave	Basketball	2	60 x 40	\$	\$ 15,840.00	\$	
		Tennis	2	120 x 60	20,460.00			
Hemingway Park	700 E. Gardena Blvd	Basketball	1	88 x 50	\$	\$ 19,140.00	\$	
		Pickleball	8	120 x 60	\$	\$	\$17,800.00	
Mills Park	1340 E. Dimondale Dr	Basketball	1	38 x 50	\$	\$ 7,800.00	\$	Half-court

Stevenson Park	17400 Lysander Dr	Basketball	2	88 x 56	\$	\$ 25,375.00	\$	Pickleball conversion court. Stripe for 4 pickleball courts.
		Tennis	1	120 x 60	\$ 12,400.00	\$	\$	
		Pickleball	4	120 x 60	\$	\$	\$31,250.00	
Veterans Park	22400 Moneta Ave	Tennis	2	120 x 60	\$ 20,700.00	\$	\$	
Walnut Mini Park	440 E. Walnut Street	Basketball	2	74 x 39	\$	\$ 23,180.00	\$	Both half-court
				37 x 34				
		Grand Total:			\$124,460.00	\$ 162,395.00	\$97,020.00	\$ 383,875.00

*Please note that the references to “Exhibit D” in the above table are not referring to Exhibit D of this Agreement. The references to “Exhibit D” corresponds to materials outlined in Addendum No. 2 to IFB 24-23 dated October 24, 2024, as part of the bid documents.

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

I. Section 3.1 (Schedule of Performance) is hereby amended as follows:

“3.1 Schedule of Performance: Contractor shall complete the ~~work Project~~ ***at each individual park court listed in the Bid Documents*** within ~~four calendar weeks-days~~, ***not including rainy days that preclude the necessary work from taking place as reasonably determined by the City’s Project Manager***, after receiving a “Notice to Proceed” from the City ***to begin the work for that particular park court, and*** in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. ***The Contractor shall complete the entire Project at all locations within one (1) year from the issuance of the first Notice to Proceed, provided the City’s Project Manager issues Notices to Proceed for all locations with that time and allowing for four weeks to perform the work at each location as detailed in the preceding sentence.*** Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City’s acceptance of the Project.”

II. Subsection (a) (General Liability Insurance) of Section 5.1 (Insurance Coverages) is hereby amended as follows:

“(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than ~~\$1,000,000~~ ~~\$5,000,000~~ per occurrence, ~~\$2,000,000~~ ~~\$10,000,000~~ general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.”

III. Subsection (b) (Automobile Liability Insurance) of Section 5.1 (Insurance Coverages) is hereby amended as follows:

“(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including “any auto” and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than ~~\$1,000,000~~ ~~\$2,000,000~~ combined single limit for each accident.”

IV. Subsection (d) (Builder’s Risk Insurance) of Section 5.1 (Insurance Coverages) is hereby deleted.

V. Subsection (e) (Pollution Liability Insurance) of Section 5.1 (Insurance Coverages) is hereby deleted.

EXHIBIT C

PERFORMANCE BOND

We, SOCAL SURFACES, INC., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Three Hundred Eighty-Three Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$383,875.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, ____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety company]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, SOCAL SURFACES, INC., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Three Hundred Eighty-Three Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$383,875.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

Company Logo

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

DATE:
INVOICE # 1

BILLING PERIOD START	
BILLING PERIOD END	

PROJECT or TASK: Name
or Task No: PW#####
P.O. No: #####

[illegible]

Payable to:

Company Name

Address

City

FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	\$	-
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	\$	- #####

CITY OF CARSON BID REGISTER

NAME OF PROJECT: **ADDENDUM 2 TO INVITATION FOR BID (IFB) 24-23 - OUTDOOR COURT RESURFACING AND PICKLEBALL CONVERSION**

City Clerk's Office
RECEIVED
10-30-24
9:00 a.m.

BID OPENING DATE: **10-30-24**

TIME: **9:00 A.M.**

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	SOCAL Surfaces, Inc.	Jeff Schwartz	10/29/24 9:45:35 p.m.	—	\$383,875.00	
2.	TrueLine	Janet Bangs	10/29/24 8:10 a.m.	—	\$431,725.45	
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10.						
11.						

Opened By: N/A

Print Legibly

Initials

Staff Present: JOHN

Print Legibly

Initials

City Clerk: JM Amador

Signature

PlanetBids Opened By: Shelly McGhee

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Initials



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

From: Saied Naaseh, Director of Community Development

Subject: CONSIDER ADOPTION OF RESOLUTION NO. 25-010, A RESOLUTION OF THE CARSON CITY COUNCIL APPROVING A BUDGET TRANSFER IN FISCAL YEAR 2024-25 FROM THE GENERAL FUND TO INCREASE THE TRANSTECH ENGINEERS, INC. CONTRACT BUDGET FOR THE FISCAL YEAR AND APPROVAL OF PROPOSED AMENDMENT NO. 2 TO THE AGREEMENT WITH TRANSTECH ENGINEERS, INC. TO PROVIDE BUILDING AND SAFETY SERVICES FOR THE CITY OF CARSON (CITY COUNCIL)

I. SUMMARY

In July 2023, the City of Carson transitioned from utilizing Los Angeles County to Transtech Engineering, Inc. (Transtech) for building and safety services. Shortly after this transition, the City experienced an increase in building permit activity. This increase caused the cost to provide building and safety services to increase well beyond those anticipated when the City entered into the original agreement with Transtech. The original contract sum was for \$3,900,000 over three (3) years with two, optional one-year extensions. Amendment No. 1 to the agreement increased the maximum contract amount from \$3,900,000 to \$8,000,000 over the same three-year period. Since the compensation to Transtech is largely based on a percentage of building permit activity (and not necessarily based on consultant hours), this increase is a result of increased building permit activity. As a result, Transtech's invoices have been significantly larger than expected. Based on the level of permit activity in the past 14 months, staff is recommending the contract sum to be approximately \$5,000,000 per year and contract term to be extended to June 20, 2028 by exercising the 2 one-year extensions provided in the original 2023 contract. In addition, staff is recommending a modification to the compensation schedule by adding reduced percentage categories for larger invoices. Another component of this amendment adds tentative and final map review to the scope. Based on past building permit activity, this amount should be enough to provide continuous building and safety services up to June 20, 2028. The entire cost for Transtech's contract for plan checks, permit issuance, and inspections is fully paid by developers, residents, and contractors, through the remittance of permit and plan check fees; calculated by the valuation of applicant projects. Therefore, staff is recommending approval of Amendment No. 2 to allow the building and safety services to continue for the life of the agreement. It should be additionally noted that staff has received positive feedback from developers and the community regarding Transtech's services and that revenues collected for these services have also increased proportionally.

II. RECOMMENDATION

TAKE the following actions:

1. **ADOPT** Resolution No. 25-010, "A RESOLUTION OF THE CARSON CITY COUNCIL APPROVING A BUDGET TRANSFER IN THE FISCAL YEAR 2024-25 BUDGET FROM THE GENERAL FUND TO INCREASE THE TRANSTECH ENGINEERS, INC. CONTRACT BUDGET FOR THE FISCAL YEAR";

2. APPROVE Amendment No. 2 to the agreement with Transtech Engineers, Inc., to provide building and safety services for the City of Carson increasing the not-to-exceed amount from \$8,000,000 to \$25,000,000 for a 5-year term expiring in June 20, 2028; AND

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

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate.

IV. BACKGROUND

In July of 2023, the City of Carson transitioned from utilizing Los Angeles County to Transtech to provide building and safety services. Los Angeles County Building and Safety, managed by LA County Public Works, had been providing building and safety services since the City's incorporation in 1968. Building and safety reviews and monitors the design, construction, demolition, and maintenance of buildings and structures by enforcing the City's building codes and regulations and through review of applications, issuance of building permits, and inspections. The Transtech's contract is largely based on a sliding scale percentage of the building permit fee amount, so their compensation is directly related to the amount of building fee revenue; the more permits issued by the City and the greater the value of the permits, the higher their compensation.

The City did not anticipate the unprecedented building permit activity during the past two years; therefore, the total contract amount of \$8 million, approved under Amendment No. 1, needs to be increased to \$25M. This increase doesn't cost the City additional money since the cost of providing building and safety services is fully offset by the permit fees that are collected from permit issuance and plan check fees. The following compensation schedule provides the proposed sliding scales based on the monthly invoice amount. The proposed schedule provides more flexibility by reducing the percentage categories for larger invoices:

- If Revenue to the City is \$0 to \$200,000 -payment to Transtech is 63% of Revenue (No Change).
- If Revenue to the City is \$200,001 to \$350,000 – payment to Transtech is 60% of Revenue (No Change).
- If Revenue to the City is \$350,001 to \$500,000 – payment to Transtech is 55% of Revenue (\$500,000 limitation is added with no change to the percentage).
- If Revenue to the City is \$500,001 to \$750,000 – payment to Transtech is 45% of Revenue (New category which reduced Transtech's portion from 55% to 45%).
- If Revenue to the City is \$750,001 to \$1,000,000- payment to Transtech is 35% of Revenue (New category which reduced Transtech's portion from 55% to 35%).
- If Revenue to the City exceeds \$1,000,001 – payment to Transtech is 25% of Revenue (New category which reduced Transtech's portion from 55% to 25%).

Amendment No. 2 is intended to increase the available funds to continue to provide building and safety services through the life of the agreement and extend the term of the agreement to 5

-years (five years). This amendment also reduces the percentage paid to Transtech on larger projects, with a sliding scale that lowers the percentage paid as the size of the project increases. Purchasing Ordinance 2611(m) provides "any amendment to a contract that exceeds \$75,000 requires re-solicitation unless (i) the City Council waives the re-solicitation requirement following determination that such waiver is in the City's best interest or (ii) the amendment concerns a Change Order in which event bidding will not be required irrespective of the amount." Change order is "a change to the scope of work, price, schedule, or some other term of an existing contract that arises out of reasonably unforeseeable circumstances borne out of the original scope of the contract" under CMC 2601. The proposed amendment is functionally a change order because it reflects a change to the scope of work and price arising out of reasonably unforeseeable circumstances borne out of the original scope of the agreement. Specifically, the significant increases of the City's Building Division fees collected since the commencement of the agreement and the now adjusted forecast of substantial increase of future fees could not have been reasonably anticipated based on historical development activities. Additionally, not bidding out the additional scope proposed in the amendment is in the City's best interest because it would not be feasible for City to go out to bid for the additional amount based on the existing contract being in place, since it is not feasible to have two consultants doing this same work concurrently. Staff recommends that the Council approve this amendment.

V. FISCAL IMPACT

Based on the past 12 months, revenues are estimated to be \$6.6M and expenditures to be \$4.8M. Therefore, a \$5M annual contract amount is recommended. Future revenues will fluctuate based on the economy and building permit activity. If revenues decrease, the expenditures will decrease as well since the contract is based on Transtech receiving a percentage of the revenues. Transtech will receive a minimum of \$95,000 per month even if the revenue is zero dollars.

There is no negative fiscal impact related to the approval of this amendment as expenditures are offset by the revenue provided from the services rendered by Transtech. However, \$3.27M is proposed to be transferred from the General Fund Fiscal Year 2024-2025 (Account No. 101-99-999-999-3601) to the following: Account No.: 101-70-785-100-6004: \$400,575.00, Account No.: 101-70-785-293-6004: \$1,151,040.00, Account No.: 101-70-785-296-6004: \$634,053.00, Account. No.:101-70-785-297-6004: \$1,084,332.00. Contract costs for future years of the agreement will be included in subsequent fiscal year budgets along with offsetting revenue.

VI. EXHIBITS

Exhibit No. 1: Agreement with Transtech Engineers, Inc.
Exhibit No. 2: Amendment No. 1 with Transtech Engineers, Inc.
Exhibit No. 3: Proposed Amendment No. 2 with Transtech Engineers, Inc.
Exhibit No. 4: Resolution No 25-010

Prepared by: Saied Naaseh, Director of Community Development, Brent Gesch, Principal Administrative Analyst

Attachments

[EXHIBIT NO. 1 - AGREEMENT WITH TRANSTECH ENGINEERS INC.](#)

[EXHIBIT NO. 2 - AMENDMENT NO. 1 - TRANSTECH ENGINEERS, INC.](#)

[EXHIBIT NO. 3 - Proposed AMENDMENT NO. 2 Transtech](#)

[EXHIBIT NO. 4 - Resolution No. 25-010](#)

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 21st day of June, 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 Three Million Nine Hundred Thousand Dollars (\$3,900,000) (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 by an amount not to exceed \$1,300,000 per year.

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:

Melissa Demirci, RSP
(Name)

Principal
(Title)

<u>Ayla Jefferson, CBO</u>	<u>Principal Building Official</u>
(Name)	(Title)
<hr/>	
(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 Saied Naaseh, Director of Community Development. 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 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



9.7 Corporate Authority.

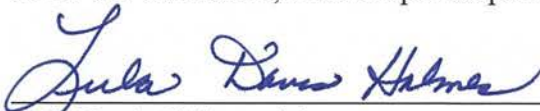
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions 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:

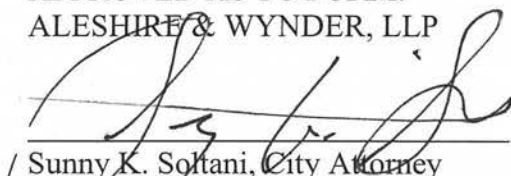
CITY OF CARSON, a municipal corporation


Lula Davis-Holmes, Mayor

ATTEST:


Dr. Khaleah K. Bradshaw, City Clerk

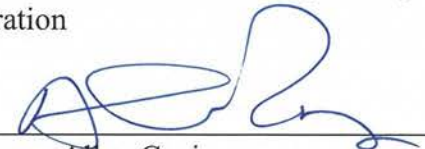
APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP

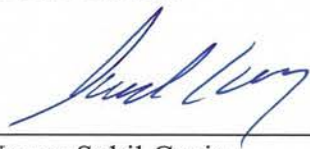

Sunny K. Soltani, City Attorney
[rjl]



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.

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

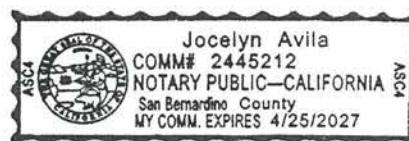
San Bernardino
COUNTY OF ~~LOS ANGELES~~

On June 19, 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



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

- ☐ 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

San Bernardino

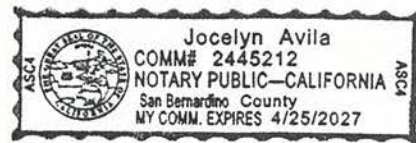
COUNTY OF ~~LOS ANGELES~~

On June 19, 2023 before me, Jocelyn Avila, Notary Public, personally appeared Sybil Cayir, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Jocelyn Avila



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, Task Order basis, with each Task Order containing a detailed task order scope, budget and schedule for completion, to be pre-authorized by the City's Contract Officer:**

Since its incorporation in 1968, the City of Carson has contracted with the Los Angeles County Department of Public Works for most development-related services, including Building and Safety and Engineering services. Consultant will assume responsibility for the operation of Building and Safety, to provide building and safety services, including Building Division Administration, Building Plan Check, Building Inspection, Building Code Enforcement, and Building Counter Operations.

- A. Building Division Administration
- B. Building Plan Check
- C. Building Inspection
- D. Building Code Enforcement
- E. Building Counter Operations

More specifically, the Services will include the following to be performed at City Hall:

Issuing and Processing Permits:

Process and issue building, mechanical, electrical, plumbing, sewer, grading, landscape, and pool permits. These responsibilities include:

- Review and verify work products and/or reports for accuracy prior to submission.
- Maintain organized and accurate project records (e.g., permits, record drawings, designs, etc.) according to departmental retention requirements to ensure quick retrieval upon request.
- Coordinate and respond to requests for information within established timelines.
- Identify and clarify technical information (e.g., building permit requirements, zoning regulations, etc.) to customers and direct/refer them to the appropriate agencies, as needed.
- Review plans and provide accurate and complete code-compliance information relevant to the customer's request.

- Review and check forms (e.g., permit applications, bonds, easements, affidavits, etc.) for accuracy, completeness (including required documentation and authorized signatures) and compliance with relevant codes and regulations before submittal.
- Issue complete and accurate permits according to appropriate codes and departmental policies.
- Calculate and collect the appropriate fees according to established policies and fee schedules.
- Greet callers and office visitors promptly and courteously according to departmental customer service standards.
- Respond promptly to all email inquiries.

Plan Review and Plan Approval:

Plan review and plan approval for construction, including architectural and structural plans, mechanical, electrical, and plumbing plans, soils and geotechnical plans, drainage and grading plans, and methane gas mitigation plans. These responsibilities include:

- Review engineering documents by accurately and thoroughly identifying discrepancies/issues that are not in compliance with applicable codes, standards and sound engineering principles.
- Communicate review comments and feedback to relevant parties within established timelines.
- Review, approve and sign engineering plans, specifications, and cost estimates within established timelines.
- Conduct complex field inspections and studies to verify general conformity with engineering designs as represented on approved plans and/or industry practices.
- Develop recommendations and implement solutions that reflect an understanding of field operations/conditions and sound engineering practices.
- Resolve and document technical discrepancies/issues in accordance with applicable codes and engineering practices.
- Review and verify work products and/or reports for accuracy prior to submission.
- Prepare and sign/stamp plans, specifications, and cost estimates within established timelines.
- Coordinate and respond to requests for information within established timelines.

- Provide higher level engineering advice to field personnel and internal customers that reflect an understanding of sound engineering principles.
- Identify and coordinate the review of plans by appropriate personnel and/or agencies to ensure job approach complies with professional engineering techniques and methods.
- Accurately identify discrepancies/issues in design and/or construction phases to ensure compliance with applicable codes, standards, regulatory agencies, and sound engineering principles and communicates to all relevant parties.
- Accurately apply sound engineering principles to the job.

Building Inspections:

Provide inspections throughout the construction process until projects are completed and can be signed-off. Minimum required certifications are a valid certification in building inspection and a valid certification in one of the following: electrical, plumbing or mechanical inspection from a recognized code certification organization in a code used by the County of Los Angeles. These responsibilities include:

- Retrieve and verify appropriate permits and other related documentation for scheduled inspections.
- Review construction plans, codes, ordinances, and other reference materials for the more complex projects prior to inspections to accurately identify issues and ensure compliance with applicable codes and ordinances.
- Schedule site visits within established timelines.
- Perform inspections of the larger, more complex structures and buildings (e.g., shopping malls, refineries, large restaurants, apartment complexes, etc.) within established timelines to ensure compliance with County's Building Laws and other related federal, state, and local code requirements and zoning ordinances.
- Identify deficiencies in construction site work and initiate the process to ensure compliance with code and ordinance requirements.
- Identify and address potential safety hazards in accordance with applicable safety requirements and directives.
- Enter, update, and organize inspection results and relevant information into the record-keeping systems within established timelines.
- Conduct complex field inspections and studies to verify general conformity with engineering designs as represented on approved plans and/or industry practices.

- Prepare accurate and thorough field inspection and survey reports to verify general conformity with professional engineering techniques and methods in accordance with departmental and industry standards.
- Collect appropriate data to support complex design in compliance with regulatory agency requirements and/or with division practices.
- Resolve and document technical discrepancies/issues in accordance with applicable codes and engineering practices.

Building Official/Office Manager:

Provide Building Official/Office Manager services. Minimum required certifications are a California licensed professional engineer. These responsibilities include:

- Assist in identifying and preparing plans that reflect schedule, staffing, funding sources, appropriate materials needed, technical requirements and all relevant stakeholders.
- Verify that product quality meets established standards(e.g., Quality Assurance/Quality Control) according to divisional, departmental, and regulatory guidelines.
- Coordinate and respond to requests for information within established timelines.
- Participate in coordinating and building consensus between customers, divisions, and internal/external agencies.
- Accurately identify and evaluate new legislation/regulations in order to determine the effect upon departmental operations and recommends a sound course of action.
- Inform technical staff of changes to pertinent laws, rules, and regulations within established timelines to ensure a clear understanding.
- Accurately interpret and explain rules, regulations and policies (e.g., engineering guidelines), and any changes, to staff within established timelines.
- Coordinate the training of staff in the use of applicable systems.
- Provide accurate technical guidance and relevant feedback within established timelines.
- Deliver training in a clear, technically accurate, concise, and professional manner that reflects current and sound engineering practices.
- Thoroughly prepare and make presentations which are well organized and audience appropriate.

- Respond to inquiries accurately and thoroughly and when necessary, follow up on information or provides appropriate referrals within established timelines.
- Assign work to be completed within stated timelines to appropriate personnel and communicate work expectations.
- Implement new policies and procedures to improve productivity and quality of work.
- Select employees for particular work assignments and assist in making recommendations for employees or release of personnel in accordance with varying workloads.
- Identify and research appropriate training needs and available resources to secure technical training on an-ongoing basis.
- Ensure all appropriate safety guidelines are followed and that staff members attend all required safety training.
- Ensure that staff work meets standards and/or expectations and is in compliance with established policies.

The Services will also include the following some of which, where contextually suggested, will be performed at City Hall:

Building Division Administration:

Consultant shall provide an ICC Certified Building Official. The Building Official shall be responsible for the daily administration of the Building Division activities, and shall perform the following services, including but not limited to:

- Function as the Building Official as set forth in the California Building Code, in other City adopted building codes and ordinances, and as specified in Federal and State law.
- Issue Certificates of Use and Occupancy for buildings and structures.
- Manage, coordinate and oversee the building permit and plan check, building inspection, building counter building code enforcement services so that they function as one building and safety organization.
- Maintain, amend and develop ordinances and regulations necessary to the implementation and enforcement of the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health safety and welfare of its citizens.

- Make determination on the approval and use of alternative materials and methods of construction.
- Process and prepare Planning Commission and City Council reports and recommendations, and assist in the presentation of appeals regarding building and safety matters. Attend City Council, Planning Commission and other meetings as directed.
- Prepare building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations.
- Make final interpretations concerning the application of building and safety codes.
- Monitor the collection of building plan check, inspection, and permit fees and other building activity level indicators, submit monthly activity reports to the City based on this information, and notify the City of any staffing changes necessary to maintain the performance standards.
- Perform all other administrative building and safety related duties, including developing and implementing office policies and procedures and assuring that files and plans are secured, organized and kept up to date.
- Meet with developers, homeowners, business owners, architects, engineers and the general public at the City or in the field, as the need dictates, to resolve grievances and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.
- Ensure all building related activity is entered into the City's permit tracking system in an accurate, complete and timely manner.

Consultant shall provide to the City the technical assistance necessary to prepare the periodic updates of the uniform building and safety, and fire codes, including any local amendments, in accordance with the schedules established by the State of California, including:

- Prepare the City's code ordinance updates, staff reports and attend City Council meetings.
- Coordinate with the Los Angeles County Fire Department and prepare the City code ordinance update regarding periodic updates to the Uniform Fire Code, including any local amendments, and ensure that the City's building and safety codes and the changes to the Uniform Fire Codes are cross-referenced.

Within the first thirty days of the Agreement, Consultant shall assemble and review all existing City policies, ordinances and conditions pertaining to Building Division operations and document any areas of insufficient, incomplete or missing information.

Based on this review, Consultant shall develop a timetable for the preparation or revision of policies, ordinances and conditions and present a report to the Community Development Director for consideration.

Building Plan Check Services:

Provide an ICC Certified Plans Examiner to be available at the Building Division Counter from 7:00 a.m. to 6:00 p.m., Monday through Thursday, except City designated holidays, to:

- Manage, coordinate and oversee the building permit and plan check, building inspection, building counter and building code enforcement processes in the absence of the Building Official.
- Perform over-the-counter plan checks.
- Answer technical questions from the public, including inquiries regarding building and safety codes and regulations.
- Perform building plan checks.
- Assist in more difficult inspections, in addition to other duties as assigned.
- Have the ability to serve as Acting or Deputy Building Official in the absence of the Building Official/Community Development Director.

Perform architectural, structural, plumbing, mechanical and electrical plan check review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices. Plans not checked by Consultant at the City's offices may be plan checked at the Consultant's local office.

Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements.

Check for compliance with all applicable codes adopted by the City, including, but not limited to: Uniform Housing Code, California Building, Mechanical, Plumbing, and Electrical Codes, Uniform Swimming Pool Code, Uniform Solar Energy Code, and Sign, Tent, and Relocated Building Codes and any applicable adopted local amendment, State of California codes or regulations.

Review and approve building/structural revisions to plans required during construction.

Calculate building permit and plan check fees, and review permit issuance.

Coordinate building permit requirements and interface with City Departments and other agencies, including but not limited to the Public Works Department, Planning Division, the Los Angeles County Fire Department and the Environmental Health Department of the County of Los Angeles. This also includes Building Division review, comment and

provision of “conditions of approval” for site plans and building plans as part of discretionary planning applications.

Provide expedited plan check when requested by the City.

Building Inspection Services:

Provide building inspection services by fully trained/certified inspectors for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances, and National Pollution Discharge and Elimination System Permit(NPDES) requirements.

Inspect buildings and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances.

Inspect for compliance with conditions of approval set forth by the City's Community Development Department, Planning Commission, and/or City Council.

Coordinate with various City and County agencies and departments, including but not limited to the Los Angeles County Fire Department, Environmental Health Department of the County of Los Angeles and other governmental agencies providing services, and/or having jurisdiction over any aspect of a development project in order to obtain compliance with the above building and safety codes and regulations.

Enforce conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.

During inspections, issue stop/correct work notices, or notices of violation when violations of the above referenced codes and regulations occur.

Provide all vehicles, fuel, maintenance and other equipment necessary for field personnel to carry out building permit inspections and duties.

Provide special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents.

Input daily inspection information into the City's computer permit tracking system.

Building Code Enforcement:

Provide inspection, investigation, and enforcement for violations to all the above-referenced building and safety codes and regulations, as well as other adopted City ordinances which relate to building and safety issues, such as various sections of the City's Noise and Nuisance Abatement Ordinances.

During inspections, prepare, document and issue stop/correct work notices, or notices of violation when violations of the above-referenced codes and regulations occur.

Prepare inspection logs, notice of violations and other documents of building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations.

Building Counter Operations:

Receive, process and issue building permits and coordinate the plan check and inspection process, including the tracking, routing and storage of building plans and the filing of building permit applications. Input information into city's computer tracking system.

Monitor and track the status of building permit applications and plan checks for expiration and develop a process to notify applicants prior to the expiration of their building permits.

Keep daily logs of building permit and inspection activities. Submit monthly, quarterly and annual reports of Consultant's activities to the City. The reports shall include, but not be limited to, the fees collected, the staffing levels provided, the staff hours expended, the number of permits issued, the number of inspections (by type) made, and other financial, operational, and statistical information pertinent to the Building Plan Check and Inspection services process.

Provide public information regarding building permit applications, plan check and inspection services and related matters.

Identify and collect all required fees for building permit applications and other Building Division services. Facilitate the collection of fees from other department and/or agencies that are due and payable prior to or concurrent with the issuance of a building permit.

Establish, maintain and update all forms in compliance City requirements, regulations, adopted standards, State or other laws and ordinances necessary for the operation of the Building Division, including "hand-out" sheets which explain building permit application processing procedures identified as being provided by the City.

All approval stamps, applications, forms and other documents used in providing Building and Safety Services to the City shall be identified with the City Seal and other identification indicating that the approval stamps, applications, and documents are from the City of Carson. All of the stamps, applications, forms, and other documents or supplies shall be the property of the City. (Costs for the provision of these processing tools and supplies shall be the responsibility of the City.)

Performance Standards & Monitoring:

The Consultant shall be responsible for providing monitoring information to the City that shows achievement of the performance standards and that personnel are providing helpful and courteous service to customers. The monitoring may include, but is not limited to, customer feedback through written questionnaires and interviews and observations at the building counter and during building permit inspections, and monthly statistical reports.

City has established Performance Standards that are to be applied to the processing of plan checks, building permits, and general service to the public that interacts with the Community Development Department. These Performance Standards are described in subsections below. Consultant recognizes the targets established in the Performance Standards, and will adhere to these measures in the performance of its services for the City. The City reserves the right to add, amend or eliminate Performance Standards at any time during the term of this Agreement. The City may use the Performance Standards to gauge the effectiveness of Consultant's service to the City. At the City's request, the Consultant shall be responsible for providing monitoring information which shows that personnel providing services to the City are achieving the Performance Standards.

Consultant shall provide services which meet the following maximum expected turn-around-times for plan check and inspection services. In practice, Consultant shall provide these services with the fastest turn-around-time feasible. Additionally, the following Performance Standards shall be used as a guide to determine staff levels.

- Plan Check - The initial check for building plans for new large scale high density multi-family and mixed-use projects shall be completed within twenty (20) working days or less from the date of plan submittal. The initial check of building plans for new commercial, industrial and residential buildings shall be completed within ten (10) working days or less from the date of plan submittal.

The initial check of building plans for commercial, industrial and residential remodels, renovations and additions shall be completed within five (5) working days or less from plan submittal.

All rechecks of building plans shall be completed within five (5) working days or less from resubmittal.

Plan Check review for routine and simple structures and items shall be completed over-the-building counter. Routine and simple structures and items include, but are limited to; reroofs; patio covers; and fences/walls.

- Inspection – All building inspections requested by 4:00p.m. on a working day shall be conducted on the next working day with an a.m./p.m. commitment and a two (2) hour window.

As special circumstances may dictate, after hour or weekend inspections will be conducted.

At all times, building inspectors shall conduct themselves in a courteous and professional manner and utilize the phone to help coordinate and narrow inspection times with applicants.

- Counter - Provide service and support for the building counter a minimum of eight (8) hours per working day. The building counter shall be open to the public and sufficiently staffed from the hours of 7:00 a.m.to 6:00p.m., Monday through

Thursday, excluding City holidays. Counter hours may be subject to reasonable change by the City, including but not limited to, the hours of 7:00 a.m. to 6:00 p.m., with the potential for staggered work hours to cover the additional time.

Keep written information regarding building permit application, plan check and inspection process updates.

Answer the building counter phone when not with a customer at the counter and return telephone calls within two hours. Respond to all email inquiries within one working day.

On an as needed basis, assist the City in providing or updating any Building Division information on the City's website.

Public Records Act Requests:

Consultant will provide prompt and immediate assistance and cooperation in response to City's receipt of Public Records Act requests involving documents in the possession of Consultant.

Digitizing County Records:

Consultant will assist the City in digitizing County records.

Energov:

Consultant will assist City with the set-up of EP&L (Energov).

- II. 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. As requested by the Contract Officer.**
- III. 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.**
- IV. 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. Ayla Jefferson, CBO, Principal Building Official**
 - B. Dennis Tarango, CBO, CSP, Principal Building Official**
 - C. Cem Ayan, P.E., ICC, Certified Plans Examiner, Deputy Building Official**

- D.** Melissa Demirci, Contract Principal
- E.** Jeffrey Kao, PE, CBO, CASp, Plans Examiner and Inspector
- F.** Jason Robins, CBO, CSP, Deputy Building Official
- G.** Jonathan Tarango, Building Division Supervisor
- H.** John Tufan, Building Division Supervisor
- I.** Julie Robbins, Building Division Supervisor

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

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 3.4 (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 one~~ (34) 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”), at a not to exceed amount of \$1,300,000 per each Extension Term.*”

VII. 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 Geo-Advantec, Inc., which will provide soils report review support,* 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.”

VIII. 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.”

IX. 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 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 (*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

Handwritten initials in blue ink, appearing to be 'A' and 'se', written over a horizontal line.

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."

X. 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."

XI. 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

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Consultant shall perform the tasks contained in the Task Orders in accordance with the following and within the budgets established in the Task Orders:**

Plan review, permit issuance and inspection services per sliding scale % of the monthly Building Division fees collected

Service Description	Fees effective through June 30, 2024
Monthly Building Division fees collected	Sliding Scale %
\$0 to \$200,000	63%
\$200,001 to \$350,000	60%
\$350,001 and above	55%
The min monthly fee no less than	\$95,000
Building Official	per the schedule of hourly rates
Any other staff services	per the schedule of hourly rates
Where no fees collected, or reduced for plan check or permits, entitlement reviews, LID Compliance, Soils Report, Hydrology Report Reviews and other additional services requested shall be per the hourly standard rates.	
Hourly Rates are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ["CPI-U"] for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.	

- II. Within the budgeted amounts for each Task Order, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
- 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 \$3,900,000 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		CONSTRUCTION MANAGEMENT	
Field Technician	\$85 - \$95	Labor Compliance Analyst	\$145 - \$155
Engineering Technician	\$95 - \$105	Funds Coordinator	\$150 - \$160
Assistant CAD Drafter	\$105 - \$120	Office Engineer	\$145 - \$155
Senior CAD Drafter	\$120 - \$135	Construction Inspector	\$140 - \$150
Associate Designer	\$135 - \$150	Senior Construction Inspector	\$150 - \$160
Senior Designer	\$150 - \$165	Construction Manager	\$170 - \$185
Design Project Manager	\$190 - \$200	Resident Engineer	\$185 - \$200
Assistant Engineer	\$115 - \$125	PUBLIC WORKS INSPECTION	
Associate / Staff Engineer	\$145 - \$160	Public Works Inspector	\$140 - \$150
Senior Civil Engineer	\$200 - \$220	Senior Public Works Inspector	\$150 - \$160
Traffic Analyst Technician	\$100 - \$110	Supervising PW Inspector	\$160 - \$170
Associate Traffic Analyst	\$150 - \$160	SURVEY AND MAPPING	
Senior Traffic Analyst	\$160 - \$170	Survey Analyst	\$150 - \$155
Professional Transportation Planner	\$170 - \$185	Senior Survey Analyst	\$155 - \$160
Traffic Engineer Technician	\$95 - \$105	2-Man Survey Crew	\$345 - \$360
Associate/Staff Traffic Engineer	\$145 - \$160	Survey & Mapping Specialist	\$185 - \$200
Traffic Engineer	\$170 - \$185	Licensed Land Surveyor	\$210 - \$220
Senior Traffic Engineer	\$185 - \$205	FUNDING & GRANT WRITING	
Project Manager	\$185 - \$205	Funds Analyst	\$145 - \$150
Senior Project Manager	\$205 - \$220	Senior Funds Analyst	\$150 - \$160
Deputy City Engineer	\$170 - \$190	Grant Writer	\$165 - \$170
City Engineer	\$190 - \$205	Funds & Grant Project Manager	\$185 - \$195
Principal Engineer	\$205 - \$225	PLANNING	
BUILDING & SAFETY		Community Development Technician	\$80 - \$90
Permit Technician	\$75 - \$85	Planning Technician	\$90 - \$100
Plan Check Technician/Analyst/Supervisor	\$125 - \$140	Assistant Planner	\$100 - \$120
Building Inspector	\$115 - \$130	Associate Planner	\$120 - \$140
Senior Inspector	\$125 - \$140	Senior Planner	\$145 - \$165
Plans Examiner/Checker	\$140 - \$155	Planning Manager	\$170 - \$190
Plan Check Engineer	\$150 - \$170	ADMINISTRATIVE STAFF	
Deputy Building Official	\$160 - \$170	Administrative/Clerical	\$70 - \$80
Building Official	\$165 - \$180	Project Accountant	\$80 - \$90

The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services on an on-call basis, Task Order basis, as set forth in Exhibit "A."**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
 - A. As requested by the Contract Officer.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2023

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
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745
TRANENG-09

INSURED
Transtech Engineers, Inc.
909-595-8599
13367 Benson Ave
Chino CA 91710-3009

CONTACT NAME: Marie Swaney

PHONE (A/C, No, Ext): 626-696-1890

FAX (A/C, No):

E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Casualty and Surety Co of America

31194

INSURER B: Travelers Property Casualty Company of America

25674

INSURER C: The Travelers Indemnity Company of Connecticut

25682

INSURER D: Sentinel Insurance Company

11000

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 344520980

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	6805H737478	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NoOwnedAutos <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA3R067451	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP4F17434A	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WEGAA508A	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			107328311	12/31/2022	12/31/2023	Per Claim Aggregate Limit \$2,000,000 \$4,000,000

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

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Umbrella Liability policy is excess and follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability. Professional Liability is E&O Liability.

Re: All Operations as pertains to the Named Insured for the City of Carson --

City of Carson, its elected and appointed officers, employees, volunteers and agents are named as an additional insured as respects general liability and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CANCELLATION/CHANGE: 30 day notice will be sent to the certificate holder.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice will be sent to holder

INSURANCE APPROVED

RG

6/15/2023

City of Carson
701 E Carson Street
Carson CA 90745

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

Marie Swaney

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COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
Sale Of Pharmaceuticals
"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
- 5. The following is added to the **DEFINITIONS** Section:
"Incidental medical services" means:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG D3 61 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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 TRANSTECH ENGINEERS, INC., a California corporation ("Consultant"), is effective as of March 6, 2024. 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 June 21, 2023 ("Agreement"), whereby Consultant agreed to provide certain on-call development-related services, including Building Division Administration, Building Plan Check, Building Inspection, Building Code Enforcement and Building Counter Operations, for a Term of three (3) years with two (2) additional one-year options to extend, at a not to exceed Contract Sum of \$3,900,000.

B. The Agreement provides that Consultant will be paid as a percentage of certain monthly City Building Division fees collected by the City. Since the Agreement Term commenced, City's Building Division has collected fees far in excess of the amount City initially anticipated and therefore, it is now appropriate for the Contract Sum to be increased after forecasting the total amount of fees that will be collected through the expiration of the Term.

C. Now, the Parties seek to increase the not to exceed Contract Sum from \$3,900,000 to \$8,000,000 to more accurately reflect the actual fees anticipated to be collected during the Agreement Term, and increase the annual not to exceed compensation to be paid Consultant during each Extension Term from \$1,300,000 to \$3,000,000.

D. Section 2611(m) of the City's Municipal Code provides "[a]ny amendment to a contract that exceeds \$75,000 requires re-solicitation unless (i) the City Council waives the re-solicitation requirement following determination that such waiver is in the City's best interest or (ii) the amendment concerns a change order in which event bidding will not be required irrespective of the amount."

E. This Amendment can function as a change order under Section 2611(m) because it reflects a change to the scope of work and price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement. Specifically, the significant increases of the City's Building Division fees collected since the commencement of the Agreement and the now adjusted forecast of substantial increase of future fees could not have been reasonably anticipated based on historical development activities.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (deletions shown in ~~strike through~~ and additions shown in ***bold italics***).

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 ***Eight*** ~~Three Million Nine Hundred Thousand~~ Dollars (~~\$8,000,000~~***\$3,900,000***) (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 by an amount not to exceed ~~\$3,000,000~~***\$1,300,000*** per year.”

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 three (3) 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”), at a not to exceed amount of ~~\$3,000,000~~***\$1,300,000*** per each Extension Term.”

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, 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 this 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.

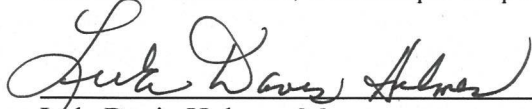
6. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

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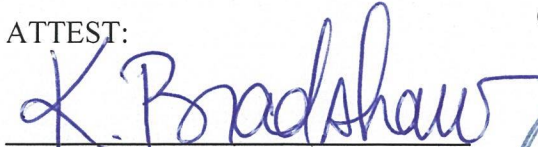
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

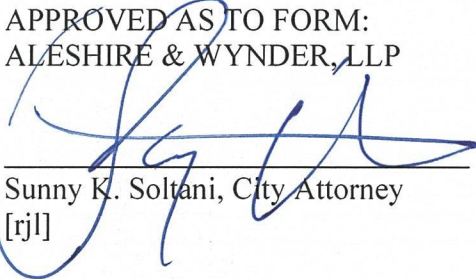

Lula Davis-Holmes, Mayor

ATTEST:


Dr. Khaleah R. 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

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

San Bernardino
COUNTY OF ~~LOS ANGELES~~

Notary Public

On 2/29, 2024 before me, Kaitlyn Alanis, personally appeared Allen Cayir, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

K Alanis



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

Amendment No. 1
TITLE OR TYPE OF DOCUMENT

7
NUMBER OF PAGES

Signed 2/29/2024
DATE OF DOCUMENT

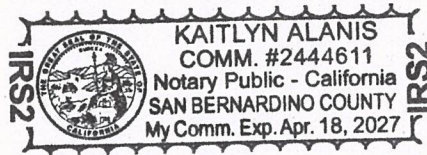
SIGNER(S) OTHER THAN NAMED ABOVE

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.

COUNTY OF ~~LOS ANGELES~~ San Bernardino

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

Signature:



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☐ INDIVIDUAL
☒ CORPORATE OFFICER

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

Amendment No. 1
TITLE OR TYPE OF DOCUMENT

Signed 2/29/2024
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Consultant shall perform the tasks contained in the Task Orders in accordance with the following and within the budgets established in the Task Orders:**

Plan review, permit issuance and inspection services per sliding scale % of the monthly Building Division fees collected

Service Description	Fees effective through June 30, 2024
Monthly Building Division fees collected	Sliding Scale %
\$0 to \$200,000	63%
\$200,001 to \$350,000	60%
\$350,001 and above	55%
The min monthly fee no less than	\$95,000
Building Official	per the schedule of hourly rates
Any other staff services	per the schedule of hourly rates
Where no fees collected, or reduced for plan check or permits, entitlement reviews, LID Compliance, Soils Report, Hydrology Report Reviews and other additional services requested shall be per the hourly standard rates.	
Hourly Rates are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.	

There shall be no limitation on the annual amount of compensation to be paid Consultant during the three-year Term with the only compensation limitation being \$8,000,000 over the course of the Term.

- II. Within the budgeted amounts for each Task Order, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
- 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 \$8,000,000~~\$3,900,000~~ as provided in Section 2.1 of this Agreement.**

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 TRANSTECH ENGINEERS, INC., a California corporation ("Consultant"), is effective as of January ____, 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 June 21, 2023 ("Agreement"), whereby Consultant agreed to provide certain on-call development-related services, including Building Division Administration, Building Plan Check, Building Inspection, Building Code Enforcement and Building Counter Operations (collectively, "Services"), for a Term of three (3) years with two (2) additional one-year options to extend, at a not to exceed Contract Sum of \$3,900,000.

B. The Agreement provides that Consultant will be paid as a percentage of certain monthly City Building Division fees collected by the City. Since the Agreement Term commenced, City's Building Division has collected fees far in excess of the amount City initially anticipated and as a result, the City determined it is was appropriate for the Contract Sum to be increased after forecasting the total amount of fees that will be collected through the expiration of the Term.

C. The Parties entered into an amendment to the Agreement dated March 6, 2024 ("Amendment No. 1") to increase the not to exceed Contract Sum from \$3,900,000 to \$8,000,000 to more accurately reflect the actual fees anticipated to be collected during the Agreement Term, and increase the annual not to exceed compensation to be paid Consultant during each Extension Term from \$1,300,000 to \$3,000,000.

D. Even though the Term will expire June 20, 2026, it is expected that the \$8,000,000 allocated for the Agreement through Amendment No. 1 will be depleted imminently. As a result, the Contract Sum will need to be further increased. However, due to the inability of City (or anyone, for that matter) to reliably predict the volume and scope of development and the associated fees to be collected, it is impossible to accurately forecast the amount of compensation that will be payable to Consultant during any given time period, including the Term and any extension of the Term, with any degree of certainty; but because a Contract Sum must be designated in the Agreement, City staff has no choice but to provide its best estimate of the amount City Council will need to authorize. City staff has roughly determined that \$8,000,000 was payable to Consultant during the first 18 months of the Term. Based thereon, it is estimated that the annual monies needed to pay Consultant is \$5,000,000 which includes allocation of monies that anticipates large development projects needing to be processed by Consultant.

E. The Parties seek to expand the Scope of Services to add review of Engineering tentative and final maps ("Engineering Review").

F. The City is electing to exercise its two (2) additional one-year options to extend the Term in advance, and the Parties seek to extend the Term so that it will expire June 20, 2028.

G. Compensation paid to Consultant is primarily on a sliding scale, depending on the amount of fees collected. The Parties now seek to amend the Schedule of Compensation by further refining the sliding scale.

H. Through this Amendment No. 2, the Parties also seek to add to the Scope of services the requirement that the Building Official shall be required to be physically present at City Hall during all business hours of the City and modify the early termination provisions.

I. Section 2611(m) of the City's Municipal Code ("CMC") provides "[a]ny amendment to a contract that exceeds \$75,000 requires re-solicitation unless (i) the City Council waives the re-solicitation requirement following determination that such waiver is in the City's best interest or (ii) the amendment concerns a change order in which event bidding will not be required irrespective of the amount." Section 2601(d) of the CMC defines change order as "a change to the scope of work, price, schedule, or some other term of an existing contract that arises out of reasonably unforeseeable circumstances borne out of the original scope of the contract."

J. This Amendment No. 2 can function as a change order under Section 2611(m) because it reflects a change to the scope of work and price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement. Specifically, the Engineering Review and significant increases of the City's Building Division fees collected since the commencement of the Agreement and the now adjusted forecast of substantial increase of future fees, are borne out of the original Scope of Services because the nature of services is similar to the original scope and could not have been reasonably anticipated based on historical development activities.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (deletions shown in ~~strike through~~ and additions shown in ***bold italics***).

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 ***Twenty Five*** ~~Eight~~ Million Dollars (***\$25,000,000.00***~~\$8,000,000~~) (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 by an amount not to exceed \$3,000,000 per year.~~

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 ~~five three~~ **(53)** 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”), at a not to exceed amount of \$3,000,000 per each Extension Term.”~~

C. Section 7.7 (Termination Prior to Expiration of Term) of the Agreement is hereby amended to read in its entirety as follows:

“7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this ~~Agreement Contract~~ **Agreement** except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this ~~Agreement Contract~~ **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 may~~ terminate this ~~Contract~~ at any time, with or without cause, upon ~~sixty (60)~~ **thirty (30)** days’ written notice to City, ~~except that where termination is due to (or longer, if circumstances warrant) of the fault of default and the City reasons for the default; and (iii) City has failed to cure the default within said cure,~~ **if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days’ written notice to City, except that where termination is due to (or longer, if circumstances warrant) of the fault of default and the City reasons for the default; and (iii) City has failed to cure the default within said cure,** 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 **City’s** termination without cause pursuant to this Section, the ~~terminating party City~~ need not provide the ~~non-terminating party~~ **Consultant** with the opportunity to cure pursuant to Section 7.2.”

C. Exhibit “A” (Scope of Services) is hereby amended to read in its entirety as follows:

See attached.

D. 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.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, 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. 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 R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[pks;rjl]

CONSULTANT:

TRANSTECH ENGINEERS, INC., a California corporation

By:_____
Name: Allen Cayir
Title: President

By:_____
Name: Sybil Cayir
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.

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

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<input type="checkbox"/> CORPORATE OFFICER	
_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	
<input type="checkbox"/> ATTORNEY-IN-FACT	_____ NUMBER OF PAGES
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	_____ DATE OF DOCUMENT
_____ _____ _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	_____ SIGNER(S) OTHER THAN NAMED ABOVE
_____ _____ _____ _____	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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COUNTY OF LOS ANGELES

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WITNESS my hand and official seal.

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<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	_____ DATE OF DOCUMENT
_____ _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

- I. Consultant will perform the following Services on an on-call, Task Order basis, with each Task Order containing a detailed task order scope, budget and schedule for completion, to be pre-authorized by the City's Contract Officer:**

Since its incorporation in 1968, the City of Carson has contracted with the Los Angeles County Department of Public Works for most development-related services, including Building and Safety and Engineering services. Consultant will assume responsibility for the operation of Building and Safety, to provide building and safety services, including Building Division Administration, Building Plan Check, Building Inspection, Building Code Enforcement, and Building Counter Operations.

- A.** Building Division Administration
- B.** Building Plan Check
- C.** Building Inspection
- D.** Building Code Enforcement
- E.** Building Counter Operations

More specifically, the Services will include the following to be performed at City Hall:

Issuing and Processing Permits:

Process and issue building, mechanical, electrical, plumbing, sewer, grading, landscape, and pool permits. These responsibilities include:

- Review and verify work products and/or reports for accuracy prior to submission.
- Maintain organized and accurate project records (e.g., permits, record drawings, designs, etc.) according to departmental retention requirements to ensure quick retrieval upon request.
- Coordinate and respond to requests for information within established timelines.
- Identify and clarify technical information (e.g., building permit requirements, zoning regulations, etc.) to customers and direct/refer them to the appropriate agencies, as needed.
- Review plans and provide accurate and complete code-compliance information relevant to the customer's request.
- Review and check forms (e.g., permit applications, bonds, easements, affidavits, etc.) for accuracy, completeness (including required documentation and authorized signatures) and compliance with relevant codes and regulations before submittal.

- Issue complete and accurate permits according to appropriate codes and departmental policies.
- Calculate and collect the appropriate fees according to established policies and fee schedules.
- Greet callers and office visitors promptly and courteously according to departmental customer service standards.
- Respond promptly to all email inquiries.

Plan Review and Plan Approval:

Plan review and plan approval for construction, including architectural and structural plans, mechanical, electrical, and plumbing plans, soils and geotechnical plans, drainage and grading plans, and methane gas mitigation plans. These responsibilities include:

- Review engineering documents by accurately and thoroughly identifying discrepancies/issues that are not in compliance with applicable codes, standards and sound engineering principles.
- Communicate review comments and feedback to relevant parties within established timelines.
- Review, approve and sign engineering plans, specifications, and cost estimates within established timelines.
- Conduct complex field inspections and studies to verify general conformity with engineering designs as represented on approved plans and/or industry practices.
- Develop recommendations and implement solutions that reflect an understanding of field operations/conditions and sound engineering practices.
- Resolve and document technical discrepancies/issues in accordance with applicable codes and engineering practices.
- Review and verify work products and/or reports for accuracy prior to submission.
- Prepare and sign/stamp plans, specifications, and cost estimates within established timelines.
- Coordinate and respond to requests for information within established timelines.
- Provide higher level engineering advice to field personnel and internal customers that reflect an understanding of sound engineering principles.
- Identify and coordinate the review of plans by appropriate personnel and/or agencies to ensure job approach complies with professional engineering techniques and methods.

- Accurately identify discrepancies/issues in design and/or construction phases to ensure compliance with applicable codes, standards, regulatory agencies, and sound engineering principles and communicates to all relevant parties.
- Accurately apply sound engineering principles to the job.

Building Inspections:

Provide inspections throughout the construction process until projects are completed and can be signed-off. Minimum required certifications are a valid certification in building inspection and a valid certification in one of the following: electrical, plumbing or mechanical inspection from a recognized code certification organization in a code used by the County of Los Angeles. These responsibilities include:

- Retrieve and verify appropriate permits and other related documentation for scheduled inspections.
- Review construction plans, codes, ordinances, and other reference materials for the more complex projects prior to inspections to accurately identify issues and ensure compliance with applicable codes and ordinances.
- Schedule site visits within established timelines.
- Perform inspections of the larger, more complex structures and buildings (e.g., shopping malls, refineries, large restaurants, apartment complexes, etc.) within established timelines to ensure compliance with County's Building Laws and other related federal, state, and local code requirements and zoning ordinances.
- Identify deficiencies in construction site work and initiate the process to ensure compliance with code and ordinance requirements.
- Identify and address potential safety hazards in accordance with applicable safety requirements and directives.
- Enter, update, and organize inspection results and relevant information into the record-keeping systems within established timelines.
- Conduct complex field inspections and studies to verify general conformity with engineering designs as represented on approved plans and/or industry practices.
- Prepare accurate and thorough field inspection and survey reports to verify general conformity with professional engineering techniques and methods in accordance with departmental and industry standards.
- Collect appropriate data to support complex design in compliance with regulatory agency requirements and/or with division practices.
- Resolve and document technical discrepancies/issues in accordance with applicable codes and engineering practices.

Building Official/Office Manager:

Provide Building Official/Office Manager services. ***The Building Official shall be required to be physically present at City Hall during all business hours of the City.*** Minimum required certifications are a California licensed professional engineer. These responsibilities include:

- Assist in identifying and preparing plans that reflect schedule, staffing, funding sources, appropriate materials needed, technical requirements and all relevant stakeholders.
- Verify that product quality meets established standards(e.g., Quality Assurance/Quality Control) according to divisional, departmental, and regulatory guidelines.
- Coordinate and respond to requests for information within established timelines.
- Participate in coordinating and building consensus between customers, divisions, and internal/external agencies.
- Accurately identify and evaluate new legislation/regulations in order to determine the effect upon departmental operations and recommends a sound course of action.
- Inform technical staff of changes to pertinent laws, rules, and regulations within established timelines to ensure a clear understanding.
- Accurately interpret and explain rules, regulations and policies (e.g., engineering guidelines), and any changes, to staff within established timelines.
- Coordinate the training of staff in the use of applicable systems.
- Provide accurate technical guidance and relevant feedback within established timelines.
- Deliver training in a clear, technically accurate, concise, and professional manner that reflects current and sound engineering practices.
- Thoroughly prepare and make presentations which are well organized and audience appropriate.
- Respond to inquiries accurately and thoroughly and when necessary, follow up on information or provides appropriate referrals within established timelines.
- Assign work to be completed within stated timelines to appropriate personnel and communicate work expectations.
- Implement new policies and procedures to improve productivity and quality of work.

- Select employees for particular work assignments and assist in making recommendations for employees or release of personnel in accordance with varying workloads.
- Identify and research appropriate training needs and available resources to secure technical training on an-ongoing basis.
- Ensure all appropriate safety guidelines are followed and that staff members attend all required safety training.
- Ensure that staff work meets standards and/or expectations and is in compliance with established policies.

The Services will also include the following some of which, where contextually suggested, will be performed at City Hall:

Building Division Administration:

Consultant shall provide an ICC Certified Building Official. The Building Official shall be responsible for the daily administration of the Building Division activities, and shall perform the following services, including but not limited to:

- Function as the Building Official as set forth in the California Building Code, in other City adopted building codes and ordinances, and as specified in Federal and State law.
- Issue Certificates of Use and Occupancy for buildings and structures.
- Manage, coordinate and oversee the building permit and plan check, building inspection, building counter building code enforcement services so that they function as one building and safety organization.
- Maintain, amend and develop ordinances and regulations necessary to the implementation and enforcement of the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health safety and welfare of its citizens.
- Make determination on the approval and use of alternative materials and methods of construction.
- Process and prepare Planning Commission and City Council reports and recommendations, and assist in the presentation of appeals regarding building and safety matters. Attend City Council, Planning Commission and other meetings as directed.
- Prepare building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations.
- Make final interpretations concerning the application of building and safety codes.

- Monitor the collection of building plan check, inspection, and permit fees and other building activity level indicators, submit monthly activity reports to the City based on this information, and notify the City of any staffing changes necessary to maintain the performance standards.
- Perform all other administrative building and safety related duties, including developing and implementing office policies and procedures and assuring that files and plans are secured, organized and kept up to date.
- Meet with developers, homeowners, business owners, architects, engineers and the general public at the City or in the field, as the need dictates, to resolve grievances and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.
- Ensure all building related activity is entered into the City's permit tracking system in an accurate, complete and timely manner.

Consultant shall provide to the City the technical assistance necessary to prepare the periodic updates of the uniform building and safety, and fire codes, including any local amendments, in accordance with the schedules established by the State of California, including:

- Prepare the City's code ordinance updates, staff reports and attend City Council meetings.
- Coordinate with the Los Angeles County Fire Department and prepare the City code ordinance update regarding periodic updates to the Uniform Fire Code, including any local amendments, and ensure that the City's building and safety codes and the changes to the Uniform Fire Codes are cross-referenced.

Within the first thirty days of the Agreement, Consultant shall assemble and review all existing City policies, ordinances and conditions pertaining to Building Division operations and document any areas of insufficient, incomplete or missing information. Based on this review, Consultant shall develop a timetable for the preparation or revision of policies, ordinances and conditions and present a report to the Community Development Director for consideration.

Building Plan Check Services:

Provide an ICC Certified Plans Examiner to be available at the Building Division Counter from 7:00 a.m. to 6:00 p.m., Monday through Thursday, except City designated holidays, to:

- Manage, coordinate and oversee the building permit and plan check, building inspection, building counter and building code enforcement processes in the absence of the Building Official.
- Perform over-the-counter plan checks.
- Answer technical questions from the public, including inquiries regarding building and safety codes and regulations.

- Perform building plan checks.
- Assist in more difficult inspections, in addition to other duties as assigned.
- Have the ability to serve as Acting or Deputy Building Official in the absence of the Building Official/Community Development Director.

Perform architectural, structural, plumbing, mechanical and electrical plan check review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices. Plans not checked by Consultant at the City's offices may be plan checked at the Consultant's local office.

Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements.

Check for compliance with all applicable codes adopted by the City, including, but not limited to: Uniform Housing Code, California Building, Mechanical, Plumbing, and Electrical Codes, Uniform Swimming Pool Code, Uniform Solar Energy Code, and Sign, Tent, and Relocated Building Codes and any applicable adopted local amendment, State of California codes or regulations.

Review and approve building/structural revisions to plans required during construction.

Calculate building permit and plan check fees, and review permit issuance.

Coordinate building permit requirements and interface with City Departments and other agencies, including but not limited to the Public Works Department, Planning Division, the Los Angeles County Fire Department and the Environmental Health Department of the County of Los Angeles. This also includes Building Division review, comment and provision of "conditions of approval" for site plans and building plans as part of discretionary planning applications.

Provide expedited plan check when requested by the City.

Building Inspection Services:

Provide building inspection services by fully trained/certified inspectors for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances, and National Pollution Discharge and Elimination System Permit(NPDES) requirements.

Inspect buildings and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances.

Inspect for compliance with conditions of approval set forth by the City's Community Development Department, Planning Commission, and/or City Council.

Coordinate with various City and County agencies and departments, including but not limited to the Los Angeles County Fire Department, Environmental Health Department of the County of Los Angeles and other governmental agencies providing services, and/or

having jurisdiction over any aspect of a development project in order to obtain compliance with the above building and safety codes and regulations.

Enforce conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.

During inspections, issue stop/correct work notices, or notices of violation when violations of the above referenced codes and regulations occur.

Provide all vehicles, fuel, maintenance and other equipment necessary for field personnel to carry out building permit inspections and duties.

Provide special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents.

Input daily inspection information into the City's computer permit tracking system.

Building Code Enforcement:

Provide inspection, investigation, and enforcement for violations to all the above-referenced building and safety codes and regulations, as well as other adopted City ordinances which relate to building and safety issues, such as various sections of the City's Noise and Nuisance Abatement Ordinances.

During inspections, prepare, document and issue stop/correct work notices, or notices of violation when violations of the above-referenced codes and regulations occur.

Prepare inspection logs, notice of violations and other documents of building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations.

Building Counter Operations:

Receive, process and issue building permits and coordinate the plan check and inspection process, including the tracking, routing and storage of building plans and the filing of building permit applications. Input information into city's computer tracking system.

Monitor and track the status of building permit applications and plan checks for expiration and develop a process to notify applicants prior to the expiration of their building permits.

Keep daily logs of building permit and inspection activities. Submit monthly, quarterly and annual reports of Consultant's activities to the City. The reports shall include, but not be limited to, the fees collected, the staffing levels provided, the staff hours expended, the number of permits issued, the number of inspections (by type) made, and other financial, operational, and statistical information pertinent to the Building Plan Check and Inspection services process.

Provide public information regarding building permit applications, plan check and inspection services and related matters.

Identify and collect all required fees for building permit applications and other Building Division services. Facilitate the collection of fees from other department and/or agencies that are due and payable prior to or concurrent with the issuance of a building permit.

Establish, maintain and update all forms in compliance City requirements, regulations, adopted standards, State or other laws and ordinances necessary for the operation of the Building Division, including "hand-out" sheets which explain building permit application processing procedures identified as being provided by the City.

All approval stamps, applications, forms and other documents used in providing Building and Safety Services to the City shall be identified with the City Seal and other identification indicating that the approval stamps, applications, and documents are from the City of Carson. All of the stamps, applications, forms, and other documents or supplies shall be the property of the City. (Costs for the provision of these processing tools and supplies shall be the responsibility of the City.)

Performance Standards & Monitoring:

The Consultant shall be responsible for providing monitoring information to the City that shows achievement of the performance standards and that personnel are providing helpful and courteous service to customers. The monitoring may include, but is not limited to, customer feedback through written questionnaires and interviews and observations at the building counter and during building permit inspections, and monthly statistical reports.

City has established Performance Standards that are to be applied to the processing of plan checks, building permits, and general service to the public that interacts with the Community Development Department. These Performance Standards are described in subsections below. Consultant recognizes the targets established in the Performance Standards, and will adhere to these measures in the performance of its services for the City. The City reserves the right to add, amend or eliminate Performance Standards at any time during the term of this Agreement. The City may use the Performance Standards to gauge the effectiveness of Consultant's service to the City. At the City's request, the Consultant shall be responsible for providing monitoring information which shows that personnel providing services to the City are achieving the Performance Standards.

Consultant shall provide services which meet the following maximum expected turn-around-times for plan check and inspection services. In practice, Consultant shall provide these services with the fastest turn-around-time feasible. Additionally, the following Performance Standards shall be used as a guide to determine staff levels.

- Plan Check - The initial check for building plans for new large scale high density multi-family and mixed-use projects shall be completed within twenty (20) working days or less from the date of plan submittal. The initial check of building plans for new commercial, industrial and residential buildings shall be completed within ten (10) working days or less from the date of plan submittal.

The initial check of building plans for commercial, industrial and residential remodels, renovations and additions shall be completed within five (5) working days or less from plan submittal.

All rechecks of building plans shall be completed within five (5) working days or less from resubmittal.

Plan Check review for routine and simple structures and items shall be completed over-the-building counter. Routine and simple structures and items include, but are limited to; reroofs; patio covers; and fences/walls.

- Inspection – All building inspections requested by 4:00p.m. on a working day shall be conducted on the next working day with an a.m./p.m. commitment and a two (2) hour window.

As special circumstances may dictate, after hour or weekend inspections will be conducted.

At all times, building inspectors shall conduct themselves in a courteous and professional manner and utilize the phone to help coordinate and narrow inspection times with applicants.

- Counter - Provide service and support for the building counter a minimum of eight (8) hours per working day. The building counter shall be open to the public and sufficiently staffed from the hours of 7:00 a.m.to 6:00p.m., Monday through Thursday, excluding City holidays. Counter hours may be subject to reasonable change by the City, including but not limited to, the hours of 7:00 a.m. to 6:00 p.m., with the potential for staggered work hours to cover the additional time.

Keep written information regarding building permit application, plan check and inspection process updates.

Answer the building counter phone when not with a customer at the counter and return telephone calls within two hours. Respond to all email inquiries within one working day.

On an as needed basis, assist the City in providing or updating any Building Division information on the City's website.

Engineering Tentative Map and Final Map Review:

See Exhibit "A-1"; Exhibit "A-1-A"; Exhibit "A-1-B"; Exhibit "A-1-C"; and Exhibit "A-1-D" all of which are attached hereto and incorporated herein by this reference.

Public Records Act Requests:

Consultant will provide prompt and immediate assistance and cooperation in response to City's receipt of Public Records Act requests involving documents in the possession of Consultant.

Digitizing County Records:

Consultant will assist the City in digitizing County records.

Energov:

Consultant will assist City with the set-up of EP&L (Energov).

- II. 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. As requested by the Contract Officer.**
- III. 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.**
- IV. 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. Ayla Jefferson, CBO, Principal Building Official**
 - B. Dennis Tarango, CBO, CSP, Principal Building Official**
 - C. Cem Ayan, P.E., ICC, Certified Plans Examiner, Deputy Building Official**
 - D. Melissa Demirci, Contract Principal**
 - E. Jeffrey Kao, PE, CBO, CASp, Plans Examiner and Inspector**
 - F. Jason Robins, CBO, CSP, Deputy Building Official**
 - G. Jonathan Tarango, Building Division Supervisor**
 - H. John Tufan, Building Division Supervisor**
 - I. Julie Robbins, Building Division Supervisor**

EXHIBIT A-1

ENGINEERING TENTATIVE MAP AND FINAL MAP REVIEW SCOPE OF WORK

Overview

The Scope of Work includes provision of complete start to finish **ENGINEERING TENTATIVE MAP AND FINAL MAP REVIEW** ("Map Review") services. The services shall include all aspects of map processing from reviewing tentative maps and associated studies, providing comments to applicants, writing conditions of approval, obtaining clearance from other agencies, plan checking the final map and all associated improvement plans and studies on behalf of the Engineering Division of the Public Works Department. The following provides examples of duties:

Scope of Work

1. Review and process for technical correctness and completeness, consistency with the City guidelines and requirements, compliance with the Subdivision Map Act, provide comments corrections and instruction for future submittals, and finalize for approval the technical studies including but not limited to the following:
 - a. Hydrology Studies
 - b. LID plan as part of Hydrology Studies
 - c. Geotechnical Studies (including DTSC clearances)
 - d. Sewer Area Studies
 - e. Environmental Studies
 - f. Traffic Studies
2. Review and process for technical correctness and completeness, consistency with the City guidelines and requirements, compliance with the Subdivision Map Act, provide comments corrections and instruction for future submittals, and finalize for approval the following plans and documents:
 - a. Tentative Maps including condominium Exhibit Maps
 - b. Final Maps including recordation with the County Recorder
 - c. Grading Plans
 - d. On-site Improvement Plans
 - e. Title Report and easement documents
 - f. CC&Rs

On Call Services

Additional on call services maybe assigned by City staff on an as-needed basis.

Streamlining Process

The City is interested in streamlining the development review process including the map review process. The consultant will meet and discuss with City staff to enhance and/or establish a

customer friendly process that clearly identifies review responsibilities for the different steps involved in the map review process. Attached check lists labeled as Exhibit "A", "B", "C", and "D" from Los Angeles County have been included as a reference to aide in this process.

EXHIBIT A-1-A



**COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS,
LAND DEVELOPMENT DIVISION,
SUBDIVISION MAPPING SECTION
(626) 458-4915
(626) 458-4949 FAX**

CORRECTION LIST FOR PARCEL MAP NO. _____
(CIRCLE ONE) 1ST 2ND 3RD 4TH 5TH 6TH 7TH 8TH 9TH 10TH **SUBMITTAL**
SURVEYOR/ENGINEER: _____
ASSIGNED MAP CHECKER: _____
SUPERVISING MAP CHECKER: _____
REVIEW COMPLETED: _____

LEGEND: CC = County Code; SMA = Subdivision Map Act;

PLS Act = Professional Land Surveyors Act; BR = Board Rules.

This parcel map has been checked and the necessary corrections, additions, and instructions are circled below. The attached check print(s) and Correction List must be returned with the tracing when submitting a recheck. Please address every correction note and comment on the attached check print(s). If you make additional changes that were not requested, please inform the map checker. If you have a question, please speak to or correspond with the map checker or his/her supervisor. Make all corrections or additions as noted on the attached check print(s) before resubmitting for another check. Only complete, formal submittals will be accepted and reviewed.

1. Payment of the following Recorder's Fees are required (reference the current fee schedule):
 - a. Map filing - \$10.00 for first sheet, plus \$3.00 for each additional sheet.
 - b. Document Recording (Separate easement dedication, etc.) - \$9.00 for first page, plus \$3.00 each additional page (a double-sided document is two pages).
2. Payment of the following fees are required (reference the current fee schedule):

a. Map Analysis	\$ _____	e. Verification of Conditions	\$ _____
b. Map Analysis ____ Chk	\$ _____	f. Tax Clearance	\$ _____
c. Easement Checking	\$ _____	g. Tax Bond/Security	\$ _____
d. Monument Checking	\$ _____	h. Other (monument bond, etc.)	\$ _____
3. Submit the original tracings to this office for final review after completion of all reviews and when instructed (SMA 66434(a))
4. Trim the mylar(s) to 18" by 26" overall with a blank 1" margin on all sides. The mylar(s) will be measured (SMA 66434(b)).
5. Ink must be black (no grayscale), opaque, and permanent in nature. All required certificates should be stamped or printed with black, opaque, and permanent ink. Execute signatures with extra-fine point black marker or 1.0 mm, black, gel-roller ball pen (NO BALL POINT PENS). All printed information must be on the front side of the mylar.
6. The minimum size of all text must be 0.10", Arial 10.5 point, or similar; do no overlap or obscure text; use only black, solid lettering; no shadow text; no ghost text; no block outline text.
7. Draft the map at a scale that clearly shows all delineated line work, labels, dimensioning, and text. The map must be clearly readable for referencing and retracement in perpetuity by all professionals after recordation and digital archiving by the County.
8. Show/correct/change map scale and/or detail scale (CC 21.44 Part 2). Use engineering scale measurements, not architectural.
9. Show/reposition north arrow with proper angular orientation to the drawing (CC 21.44.140).
10. Correct all spelling/grammar errors and activate the "Spell-Check" tool on your CAD application.
11. Show Sheet _____ of _____ Sheet(s) beginning with the title sheet first (CC 21.44 Part 2).
12. Provide a 3" across by 4" down rectangular space for the Recorder in the upper right corner of Sheet 1.
13. Show title on all sheets. PARCEL MAP NO. ____ IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; or PARCEL MAP NO. ____ IN THE CITY OF ____, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA (CC 21.44 Part 2).
14. Show/correct the subtitle (legal description) on the map and/or on the preliminary subdivision report/guarantee.
15. Use only formal language/verbiage throughout the title sheets. Spell-out all words; no abbreviations except in legal names/titles.
16. Reference street vacation(s) in the subtitle.
17. Reference off-site easement dedication(s) in the subtitle.
18. Show purpose on each sheet below the title or subtitle: "FOR CONDOMINIUM PURPOSES", "FOR CONDOMINIUM CONVERSION PURPOSES", "DIVISION OF LAND FOR PURPOSES OF LEASE ONLY", or "FOR RESIDENTIAL PLANNED UNIT DEVELOPMENT".
19. Show/correct distinctive border on the front side of the mylar inside the boundary of new lots and streets being created. Show distinctive border on details and throughout the map sheets. Do not obliterate or obscure any figures, lines, or text. Use solid, bold line style with equidistant, solid circles inside the subdivision and tangent to the border.
20. Show/correct distinctive border legend on the bottom of the title sheet or on the top of every mapping sheet.
21. Lot and/or unit numbering designation is/are in error (CC 21.44 Part 2).
22. Show/correct recorded conveyance deed references and recorded map references for exterior boundaries of the parcel map except where an exterior boundary abuts a dedicated public street. Certificates of Compliance do not convey fee title interests.
23. Provide a copy of the dedication document as noted (See # 31 below) where the exterior boundary abuts dedicated public street.
24. Label "NOT A PART OF THIS SUBDIVISION" where noted on the check print.
25. Show the location of the one remainder area within the subdivision that will not be subdivided and label it as "Remainder Parcel".
26. If units are filed, submit a key map indicating all of the units and the order of filing.
27. Show references to adjoining sheets and compare duplicated information on adjoining sheet (CC 21.44 Part 2).
28. Submit a copy of the signed and approved tentative map conditions and copies of other signed and approved official documents showing the date of tentative map approval. Tentative map expires _____.
29. Request an extension of time from the Planning Department prior to expiration of tentative map approval.
30. Map does not conform to tentative map and conditions of approval. See condition number(s) _____.
31. Submit **COMPLETE, FULL-SIZE, LEGIBLE** copies of all deeds, field book pages, and other documents/information references shown on the map and needed to interpret all references on the map. The recorded/filed/indexed numbers (book and page) must be clearly

visible. Copies of Corner Records must include both pages; reductions, partial copies, and illegible text are not acceptable.

32. Show/correct/state method of establishment of all public street centerlines, boundary lines, lot lines, easement lines, and/or corners on the map. Cite references of recorded/filed evidence where noted and comply with #31 above.
33. Submit sketch/drawing and traverse calculations of establishment method of easement(s) originating outside the boundary.
34. Submit sketch/drawing, traverse calculations, dimensioning, and point # locations clearly indicating proportionate measurement methods, references, and calculations.
35. Correctly label archived locations of every field book reference: CITY ENG. F.B.; CITY ENG. T.B. (Tie book); COUNTY ENG. F.B.; L.A. CO. P.W.F.B.; L.A. CO. R.D.F.B.; L.A.C.F.C.D. F.C.; L.A. CO. C.S.F.B.
36. Comply with all State law provisions when using/referencing the California Coordinate System.
37. Show/correct basis of bearing note. Place under the Surveyor's/Engineer's Statement.
38. Comply with the monument requirements of the County Engineer and CC Chapter 21.20 for all monuments.
39. Label all found monuments with recorded/filed references or state "NO REFERENCE". For every monument, cite the LS#, RCE#, or agency name on the tag/washer or cite "NO WASHER", "NO TAG", and/or "NO #". A "NO REFERENCE" monument is not acceptable without supporting record evidence proving its position. Every unmarked boundary corner monument and unmarked centerline tie monument of acceptable durability must be marked OR durable, marked monuments must be set at offsets. Unmarked centerline monuments may require marking and will require 4 durable marked ties. In cities, coordinate the filing of tie notes with the city engineer. In unincorporated areas, file Corner Records with the County Surveyor through this division.
40. Describe, clearly and thoroughly, the details of every monument found or set. Every iron pipe, found or set, must cite the depth/height above/below surrounding grade. Points falling on maintenance holes (manholes) shall describe the type of maintenance hole such as SSMH for sanitary sewer maintenance hole or SDMH for storm drain maintenance hole.
41. Every monument set at an offset to perpetuate a record point or found at an offset from the record point must have clearly labeled bearings and distances along each tie line from the record point to the offset monument; dimension perpendicular offsets from boundary lines or prolongations of boundary lines (Reference the County Surveyor's Monument Requirements).
42. All monuments must be set, inspected, and approved before submittal for legislative body approval. Boundary corner monuments and centerline monuments on dedicated/offered interior streets may be deferred after verified compliance with CC 21.20.060.
43. Request a monument inspection by signed letter from the map's surveyor to this office addressed to the County Engineer and stating that all monuments are set, ready for inspection, and comply with CC & SMA; include Corner Records and/or city tie notes.
44. Label all monuments approved for deferral as "TO BE SET"; modify the Surveyor's/Engineer's Statement accordingly.
45. Submit a copy of the posted monument bond receipt from the city for all approved, deferred monument settings.
46. Show/correct the record data note; use formal language/verbiage; no abbreviations.
47. Show/correct the record owner's note; use formal language/verbiage; no abbreviations. Dedications require an Owner's Statement.
48. Show/correct the Subdivider's Statement. Dedications require an Owner's Statement.
49. (County) Comply with SMA 66448 and the monument durability and perpetuation requirements of CC Chapter 21.20. All boundary corner monuments must be found marked and durable with a reference. All abutting public street centerlines and all public street centerlines used to establish the boundary must be established from found, durable, and marked centerline monuments per a recorded/filed reference with four supporting marked, durable tie monuments per a filed reference. Per CC 21.44.130(B), the County Engineer may require that a field survey be performed to establish the boundary.
50. (City) Comply with SMA 66448 and CC Chapter 21.20 for record data (compiled) parcel maps. Per CC 21.44.130(B), the County Engineer may require that a field survey be performed to establish the boundary; monument setting requires a field survey.
51. Show/correct adjoining streets and/or street widths and/or street names. Clearly show transitioning by duplicating data/labels/line work.
52. Show/correct bearings and distances on all lines; use leader lines and leader arrows where necessary.
53. Show/correct curve data for every street centerline, street sideline, and property line corner returns. Label the radial line bearings where noted. Label the radial line bearings at each delineated termini along non-tangent curves.
54. Show/correct parcel areas (both net and gross when appropriate) to the nearest square foot or 0.01 acre when over 3 acres.
55. Lot areas do not meet present zoning. Contact the Planning Department.
56. Show/correct/enclose detail. Details are required where dimensioning is not clearly visible at the sheet's scale. Enclose the detail, labels, and dimensioning in a bold, dashed, enclosure line style (— — — — — ➔).
57. Delineate/label/tie-in all city boundaries adjoining or crossing the map's boundary. Verify any proposed annexations prior to filing.
58. Submit traverse closure calculations clearly showing/labeling the POB and location of each traverse, the sequence of courses, the bearing and length to close, the precision ratio, the length of the traverse, the error in latitude, the error in departure, and the angular error. Show lengths to the nearest 1/100 of a foot (0.01') and bearings to the nearest second of angle (0° 00' 00").
59. The following traverses do not close within allowable limits of error (see map for specific area(s)). Submit revised traverse closures for the following:
 - a. Distinctive border
 - b. Centerline loops
 - c. Block loops
 - d. Not a part areas
 - e. Lot(s) revised lot(s)_____.
 - f. Any of the above reflecting revised data
60. Verify centerline to sideline width and centerline to centerline width where noted on check print. Always use leader lines where dimensioned width crosses any line.
61. The sum of parts does not equal the total where noted on check print.
62. Show/correct the Surveyor's/Engineer's Statement; LS/RCE signature must be dated; affixed seal must be legible, 1.5" to 2.0" diameter, and show the licensee's expiration date. Provide sufficient space to easily affix the seal with no overlap of data.
63. Submit a letter from _____ releasing this parcel map to _____.
64. Complete/correct the title sheet as to Owner's Statement, dedications, offers, restrictions, etc. Clearly delineate, dimension, and label all dedications on the map sheets.
65. Verify that dedications, grants, and/or offers to dedicate easements/rights to the County or to the City as cited in the Owner's Statement are accepted or rejected in the appropriate certificate executed by the Asst. Deputy Director/Deputy County Engineer (County Maps), executed by the City Clerk (City Maps), or executed by the City Engineer (City Maps) in certain cities. Every easement or right offered/dedicated in the Owner's Statement must be delineated, labeled, and tied-out every map sheet(s) and accepted/rejected using the same easement nature described in the Owner's Statement.
66. (County Maps Only) Verify grants, dedications, and/or offers to dedicate easements to the L.A.C.F.C.D., County Sanitation District, and

Waterworks District are accepted or rejected in a certificate executed by an Assistant Deputy Director/Deputy Executive Officer.

67. Show (future) slope easement and appropriate ties on the map sheet. Dedicate (future) slope easement in the Owner's Statement.
68. The title sheet does not agree with the preliminary subdivision guarantee dated _____ with respect to owners/trustees/beneficiaries/easement holders/interest holders. Need authority for the signatures of _____.
69. Show/correct signature omissions. State verbatim from the recorded easement document the purpose/nature of every easement cited in the signature omissions and on the map sheet. Verify 'indeterminate' or 'blanket in nature' designations. Have the preliminary subdivision report/guarantee revised accordingly.
70. (County maps) Submit all public utility/public entity letters for every applicable signature omission to this office and addressed to the Board of Supervisors or submit the signed statement that State law has been met with respect to public utility/public entity signature omissions. (City maps) Submit all public utility/public entity letters for every applicable signature omission to the City Engineer's office addressed to the City Council or submit a signed statement that State law has been met with respect to public utility/public entity signature omissions.
71. Show/correct/label every easement affecting the parcels and show ties to parcel lines. If easements are verified as blanket in nature, indeterminate, or within an area being dedicated for public street, so state in the signature omission note.
72. Submit a preliminary subdivision guarantee dated within the last 90 days.
73. Submit a revised preliminary subdivision guarantee.
74. Complete/correct the title sheet with respect to signatures, seals, acknowledgments, and spelling.
75. Dedicate building restriction rights over the restricted use area(s) in the Owner's Statement.
76. Show/correct flood hazard note and/or geological hazard note on each sheet of the map showing each hazard. Label a summary note on the title sheet with 1/4" boldface lettering. Dedicate building restriction rights over the hazard areas in the Owner's Statement.
77. Show/correct/label natural drainage course(s), flood hazard area(s), geological hazard area(s), and/or the accompanying note(s).
78. Show/correct street alternate section note on each sheet of map.
79. Show/correct condominium note indicating that common areas/parcels will provide access and utility easements.
80. Show/correct residential planned unit development notes.
81. Show/correct Certificates. (City Engineer's, City Clerk's, Special Assessment's, County Engineer's, Tax Certificates (2), etc.)
82. Provide 2 1/4" dia. space to affix County Seal next to the tax certificates and for any required City Seals next to the City Clerk's Certificate.
83. Contact the following Departments, Divisions, or Sections marked below for clearances and clearance requirements. Submit necessary improvement plans, improvement security agreements, and/or other documents:

<input type="checkbox"/> Road Section, LDD, LACDPW	<input type="checkbox"/> Department of Fire	<input type="checkbox"/> Geology Section, GMED, LACDPW
<input type="checkbox"/> Department of Regional Planning	<input type="checkbox"/> Drainage Section, LDD, LACDPW	<input type="checkbox"/> Grading Section, LDD, LACDPW
<input type="checkbox"/> Department of Parks and Rec.	<input type="checkbox"/> Sewer Section, LDD, LACDPW	<input type="checkbox"/> Street Names, MPM, LACDPW
<input type="checkbox"/> Department of Health Services	<input type="checkbox"/> Water Section, LDD, LACDPW	<input type="checkbox"/> Building and Safety, BSD, LACDPW
84. Submit a confirmation letter from City Engineer verifying compliance with all conditions of tentative map approval.
85. Tax clearance is outstanding.
86. Submit bond estimate declaration signed by all owners of record.
87. Post the tax bond or other security, for \$_____.
88. Submit _____ prints of the revised map. (Check, File, Monument Inspection, Tax, Road, Planning, Parks & Rec, Health, Fire, Drainage, Sewer, Water, Geology, Grading, Street Names, Building & Safety, and other.)
89. Comply with the Los Angeles County Condominium Conversion Ordinance requirements.
90. Submit a notarized affidavit, signed by all owners of record at the time of filing the map with the Registrar-Recorder/County Clerk's Office, stating that the proposed condominium building has not been constructed or that the building has not been, and will not be, occupied or rented until after the filing of the map with the Registrar-Recorder/County Clerk's Office.
91. Send a copy of the latest version of the final map to your title company and/or to the City Engineer for review.

EXHIBIT A-1-B

**COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS,
LAND DEVELOPMENT DIVISION,
SUBDIVISION MAPPING SECTION**

(626) 458-4915

(626) 458-4949 FAX

LEGEND: CC = County Code; SMA = Subdivision Map Act;
PLS Act = Professional Land Surveyors Act; BR = Board Rules.

CORRECTION LIST FOR TRACT NO. _____

(CIRCLE ONE) 1ST 2ND 3RD 4TH 5TH 6TH 7TH 8TH 9TH 10TH SUBMITTAL

SURVEYOR/ENGINEER: _____

ASSIGNED MAP CHECKER: _____

SUPERVISING MAP CHECKER: _____

REVIEW COMPLETED: _____

This tract has been checked and the necessary corrections, additions, and instructions are circled below. The attached check print(s) and Correction List must be returned with the tracing when submitting a recheck. Please address every correction note and comment on the attached check print(s). If you make additional changes that were not requested, please inform the map checker. If you have a question, please speak to or correspond with the map checker or his/her supervisor. Make all corrections or additions as noted on the attached check print(s) before resubmitting for another check. Only complete, formal submittals will be accepted and reviewed.

1. Payment of the following Recorder's Fees are required (reference the current fee schedule):

- _____ a. Map filing - \$10.00 for first sheet, plus \$3.00 for each additional sheet.
- _____ b. Document Recording (Separate easement dedication, etc.) - \$9.00 for first page, plus \$3.00 each additional page (a double-sided document is two pages).

2. Payment of the following fees are required (reference the current fee schedule):

- | | | | |
|--------------------------|----------|--------------------------------|----------|
| a. Map Analysis | \$ _____ | e. Verification of Conditions | \$ _____ |
| b. Map Analysis ____ Chk | \$ _____ | f. Tax Clearance | \$ _____ |
| c. Easement Checking | \$ _____ | g. Tax Bond/Security | \$ _____ |
| d. Monument Checking | \$ _____ | h. Other (monument bond, etc.) | \$ _____ |

- 3. Submit original tracings on polyester based film or mylar to this office for final review after completion of all reviews and when instructed by your map checker.
- 4. Trim the original tracing(s) to 18" by 26" overall with a blank 1" margin on all sides. The mylar(s) will be measured (SMA 66434(b)).
- 5. Ink must be black (no grayscale), opaque, and permanent in nature. All required certificates must be preprinted or stamped in black, opaque, and permanent ink. Execute all signatures with extra-fine point black marker or 1.0 mm, black, gel-roller ball pen (**NO BALL POINT PENS**) without obscuring other text. All printed information must be on the front side of the mylar. Non-permanent printing will require replacement or clear coating of each affected sheet to assure permanent legibility. (SMA 66434 (a))
- 6. The minimum size of all text shall be 0.10", Arial 10.5 point, or similar; do no overlap or obscure any text; use only black, solid lettering, no shadow text, no ghost text, and no block outline text.
- 7. Draft the map at a scale that legibly shows all delineated line work, labels, dimensioning, and text. The map must be clearly readable for referencing and retracement in perpetuity by all professionals after recordation and digital archiving by the County.
- 8. Show/correct map scale and/or detail scale (CC 21.44 Part 2). Use engineering scale measurements, not architectural.
- 9. Show the north arrow with the proper angular orientation to the drawing (CC 21.44.140).
- 10. Correct all spelling/grammar errors and activate the "Spell-Check" tool on your CAD application.
- 11. Show "Sheet _____ of _____ Sheet(s)" beginning with the title sheet first (CC 21.44 Part 2).
- 12. Provide a 3" across by 4" down rectangular space for the County Recorder's use in the upper right corner of Sheet 1.
- 13. Show title on all sheets: TRACT NO. ____, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; TRACT NO. ____, IN THE CITY OF ____, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA (CC 21.44, Part 2).
- 14. Show/correct the subtitle (caption) on the map and/or on the preliminary subdivision report/guarantee.
- 15. Use only formal language/verbiage throughout the title sheets. Spell-out all words; no abbreviations except in legal names/titles.
- 16. Reference street vacation(s) in the subtitle.
- 17. Reference off-site easement dedication(s) in the subtitle.
- 18. Show purpose on each sheet below the title or subtitle: "FOR CONDOMINIUM PURPOSES", "FOR CONDOMINIUM CONVERSION PURPOSES", "DIVISION OF LAND FOR PURPOSES OF LEASE ONLY", or "FOR RESIDENTIAL PLANNED UNIT DEVELOPMENT".

19. Show/correct distinctive border on the front side of the mylar inside the boundary of new lots and streets being created. Show distinctive border on details and throughout the map sheets. Do not obliterate or obscure any figures, lines, or text. Use solid, bold line style with equidistant, solid circles inside the subdivision and tangent to the border.
20. Show/correct distinctive border legend on the title sheet or on every mapping sheet. Place near the top of each sheet.
21. Lot and/or unit numbering designation is/are in error (CC 21.44 Part 2).
22. Show/correct recorded conveyance deed references and recorded map references for exterior boundaries of the tract except where an exterior boundary abuts a dedicated public street. Certificates of Compliance do not convey fee title interests.
23. Provide a copy of the dedication document as noted (See # 31 below) where the exterior boundary abuts dedicated public street.
24. Label "NOT A PART OF THIS SUBDIVISION" where noted on the check print.
25. Show the location of the one remainder area within the subdivision that will not be subdivided and label it as "Remainder Parcel".
26. If units are filed, submit a key map indicating all of the units and the order of filing.
27. Show references to adjoining sheets and compare duplicated information on adjoining sheet (CC 21.44 Part 2).
28. Submit a copy of the signed and approved tentative map conditions and copies of other signed and approved official documents showing the date of tentative map approval and the expiration date. The tentative map conditions and approval expire on _____.
29. Request an extension of time from the Planning Department prior to expiration of tentative map approval.
30. Map does not conform to tentative map and conditions of approval. See condition number(s) _____.
31. Submit **COMPLETE, FULL-SIZE, LEGIBLE** copies of all deeds, field book pages, and other documents/information references shown on the map and needed to interpret references on the map. The recorded/filed/indexed numbers (book and page) must be clearly visible. Copies of Corner Records must include both pages; reductions, partial copies, and illegible text are not acceptable.
32. Show/correct/state method of establishment of all public street centerlines, boundary lines, supporting boundary lines, lot lines, easement lines, and corners on the map. Cite references of recorded/filed evidence where noted and comply with #31 above.
33. Submit sketch/drawing and traverse calculations of establishment method of easement(s) originating outside the boundary.
34. Submit sketch/drawing with traverse calculations, dimensioning, and point # locations clearly indicating proportionate measurement methods, references, and calculations.
35. Correctly label archived locations of every field book reference: CITY ENG. F.B.; CITY ENG. T.B. (Tie book); COUNTY ENG. F.B.; L.A. CO. P.W.F.B.; L.A. CO. R.D.F.B.; L.A.C.F.C.D. F.C.F.B. or L.A. CO. F.C.F.B.; L.A. CO. C.S.F.B. or CO. SURVEYOR F.B.
36. Comply with all State law provisions when using/referencing the California Coordinate System.
37. Show/correct the basis of bearing note and use only formal verbiage. Place note under the Surveyor's/Engineer's Statement.
38. Comply with the monument requirements of the County Engineer and CC Chapter 21.20 for all monuments.
39. Label all found monuments with recorded/filed references or state "NO REFERENCE". For every monument, cite the LS#, RCE#, or agency name on the tag/washer or cite "NO WASHER", "NO TAG", and/or "NO #". A "NO REFERENCE" monument is not acceptable without supporting record evidence proving its position. Every unmarked boundary corner monument and unmarked centerline tie monument of acceptable durability must be marked OR durable, marked monuments must be set at offsets. Unmarked centerline monuments may require marking and will require 4 durable marked ties. In cities, coordinate the filing of tie notes with the city engineer. In unincorporated areas, file Corner Records with the County Surveyor through this division.
40. Clearly describe all details of every monument found or set. Every iron pipe, found or set, must cite the depth/height above/below surrounding grade and the outside diameter (O.D.). Points falling on maintenance holes (manholes) shall describe the type of maintenance hole such as SSMH for sanitary sewer maintenance hole or SDMH for storm drain maintenance hole.

41. Every monument set at an offset to perpetuate a record point or found at an offset from the record point must have clearly labeled bearings and distances along each tie line from the record point to the offset monument; dimension perpendicular offsets from boundary lines or prolongations of boundary lines (Reference the County Surveyor's Monument Requirements).
42. All monuments must be set, inspected, and approved before submittal for legislative body approval. Boundary corner monuments and centerline monuments on dedicated/offered interior streets may be deferred after verified compliance with CC 21.20.060.
43. Request a monument inspection by signed letter from the map's surveyor to this office addressed to the County Engineer and stating that all monuments are set, ready for inspection, and comply with CC & SMA; include Corner Records and/or city tie notes.
44. Label all monuments approved for deferral as "TO BE SET"; modify the Surveyor's/Engineer's Statement accordingly.
45. Submit a copy of the posted monument bond receipt from the city for all approved, deferred monument settings.
46. Show/correct adjoining streets, widths, and names. Clearly show transitioning by duplicating data/labels/line work.
47. Show/correct bearings and distances on all lines; use leader lines and leader arrows where necessary.
48. Show/correct curve data for every street centerline, street sideline, and property line corner returns. Label the radial line bearings where noted. Label the radial line bearings at each delineated termini along non-tangent curves.
49. Show lot areas (both net & gross when appropriate) to the nearest square foot or 0.01 acre when over 3 acres.
50. Lot areas do not meet present zoning. Contact the Planning Department.
51. Show/correct/enclose every drawing detail. Drawing details are required where dimensioning is not clearly visible at the sheet's scale. Enclose the detail, labels, and dimensioning in a bold, dashed, enclosure line style (— — — —).
52. Delineate/label/tie-in all city boundaries adjoining or crossing the tract's boundary. Verify any proposed annexations prior to filing.
53. Submit traverse closure calculations clearly showing/labeling the POB and location of each traverse, the sequence of courses, the bearing and length to close, the precision ratio, the length of the traverse, the error in latitude, the error in departure, and the angular error. Show lengths to the nearest 1/100 of a foot (0.01') and bearings to the nearest one second of angle (0° 00' 01").
54. The following traverses do not close within allowable limits of error (See map for specific area(s)). Submit revised traverse closure(s) for the following:
 - a. Distinctive border
 - c. Block loops
 - e. Lot(s) revised lot(s)_____.
 - b. Centerline loops
 - d. Not a part areas
 - f. Any of the above reflecting revised data
55. Verify centerline to sideline width and centerline to centerline width where noted on check print. Always use leader lines where any dimensioned width crosses any line.
56. The sum of parts does not equal the whole where noted on the check print.
57. Show/correct the Surveyor's/Engineer's Statement; LS/RCE signature must be dated; affixed seal must be legible, 1½ " minimum diameter, and show the licensee's expiration date. Provide sufficient space to easily affix the seal with no overlap of data.
58. Submit a letter from _____ releasing this tract to_____.
59. Complete/correct the title sheet as to the Owner's Statement, grants, dedications, offers, restrictions, etc. Clearly delineate, dimension, and label all grants, dedications, offers, restrictions, etc., on the map sheets.
60. Verify that dedications, grants, and/or offers to dedicate easements/rights to the County (County Map) or to the City (City Map) as cited in the Owner's Statement are accepted or rejected in the Asst. Deputy Director's/Executive Officer's Certificate or in the City Clerk's Certificate. Every easement/right granted, dedicated, or offered must be delineated and tied-out on the map sheet(s) and accepted/rejected using the same easement nature described in the Owner's Statement.
61. (County Map) Verify that grants, dedications, and/or offers to dedicate easements to the L.A.C.F.C.D., County Sanitation District, and Waterworks District are accepted or rejected in a certificate executed by an Asst. Deputy Director/Deputy Executive Officer.
62. Show (future) slope easement and appropriate ties on the map sheet. Dedicate (future) slope easement in the Owner's Statement.

63. The title sheet does not agree with the preliminary subdivision guarantee dated _____ with respect to owners/trustees/beneficiaries/easement holders/interest holders. Need authority for the signatures of _____.
64. Show/correct signature omissions. State verbatim from the recorded easement document the purpose/nature of every easement cited in the signature omissions and on the map sheet. Verify 'indeterminate' or 'blanket in nature' designations. Have the preliminary subdivision guarantee revised accordingly.
65. (County maps) Submit all public utility/public entity letters for every applicable signature omission to this office and addressed to the Board of Supervisors or submit the signed statement that State law has been met with respect to public utility/public entity signature omissions. (City maps) Submit all public utility/public entity letters for every applicable signature omission to the City Engineer's office addressed to the City Council or submit a signed statement that State law has been met with respect to public utility/public entity signature omissions.
66. Show/correct/label every easement affecting the lots and show ties to lot lines. If easements are blanket, indeterminate, or within an area being dedicated for public street, so state in the signature omission note.
67. Submit a preliminary subdivision guarantee dated within the last 90 days.
68. Submit a revised preliminary subdivision guarantee.
69. Complete/correct the title sheet with respect to signatures, seals, acknowledgments, and spelling.
70. Dedicate building restriction rights over the restricted use area(s) in the Owner's Statement.
71. Show/correct flood hazard note and/or geological hazard note on each sheet of the map showing each hazard. Label a summary note on title sheet with 1/4" boldface lettering. Dedicate building restriction rights over the hazard area(s) in the Owner's Statement.
72. Show/correct/label natural drainage course(s), flood hazard area(s), geological hazard area(s), and/or the accompanying note(s).
73. Show/correct street alternate section note on each sheet of map.
74. Show/correct condominium note indicating that common areas/lots will provide access and utility easements.
75. Show/correct residential planned unit development notes.
76. Show/correct Certificates. (City Engineer's, City Clerk's, Special Assessment's, County Engineer's, Tax Certificates (2), etc.)
77. Provide 2 1/4" diameter space to affix County Seal next to tax certificates and for required City Seals next to City Clerk's Certificate.
78. Contact the following Departments, Divisions, or Sections marked below for clearances and clearance requirements. Submit necessary improvement plans, improvement security agreements, and/or other documents:
- | | | |
|--|--|---|
| <input type="checkbox"/> Road Section, LDD, LACDPW | <input type="checkbox"/> Department of Fire | <input type="checkbox"/> Geology Section, GMED, LACDPW |
| <input type="checkbox"/> Department of Regional Planning | <input type="checkbox"/> Drainage Section, LDD, LACDPW | <input type="checkbox"/> Grading Section, LDD, LACDPW |
| <input type="checkbox"/> Department of Parks and Rec. | <input type="checkbox"/> Sewer Section, LDD, LACDPW | <input type="checkbox"/> Street Names, MPM, LACDPW |
| <input type="checkbox"/> Department of Health Services | <input type="checkbox"/> Water Section, LDD, LACDPW | <input type="checkbox"/> Building and Safety, BSD, LACDPW |
79. Submit a confirmation letter from City Engineer verifying compliance with all conditions of tentative map approval.
80. Current tax clearance is outstanding.
81. Submit the tax bond estimate declaration signed by all owners of record.
82. Post security to cover the tax bond of \$_____.
83. Submit _____ prints of the revised map. (Check, File, Monument Inspection, Tax, Road, Planning, Parks & Rec, Health, Fire, Drainage, Sewer, Water, Geology, Grading, Street Names, Building & Safety, and other.)
84. Comply with the Los Angeles County Condominium Conversion Ordinance requirements.
85. Submit a notarized affidavit, signed by all owners of record at the time of filing the map with the Registrar-Recorder/County Clerk's Office, stating that the proposed condominium building has not been constructed or that the building has not been, and will not be, occupied or rented until after the filing of the map with the Registrar-Recorder/County Clerk's Office.
86. Send a copy of the latest version of the final map to your title company and/or to the City Engineer for review.

EXHIBIT A-1-C
BOUNDARY MONUMENT REQUIREMENTS,
PURSUANT TO COUNTY CODE, TITLE 21, CHAPTER 21.20

Page 1 of 1

Acceptable boundary monuments are: 2" (O.D.) IRON PIPE OF 21/2' LENGTH WITH (CEMENT) PLUG, (BRASS) TACK, AND (BRASS) TAG AND WITH THE DEPTH OF THE TOP OF THE PIPE RELATIVE TO THE GROUND SURFACE PROPERLY NOTED; 6" SPIKE AND STAMPED WASHER; or LEAD, (BRASS) TACK, AND (BRASS) TAG. When required, acceptable interior lot or parcel boundary monuments are: 1" to 2" (O.D.) IRON PIPE WITH PLUG, (BRASS) TACK, AND (BRASS) TAG; 6" SPIKE AND STAMPED WASHER; or LEAD, (BRASS) TACK, AND (BRASS) TAG. Pipes of less than 2" (O.D) and less than 21/2 feet long, concrete nails, magnetized nails, small spikes, spikes less than 6" long, PK nails, wood stakes, chiseled crosses, rebar, punch marks on manhole rims or covers, and any monument set in a vertical surface are not acceptable as boundary monuments. Interior lot or parcel boundary monuments, if required, may be a less substantial monument and are at the authority and discretion of the County Engineer or City Engineer where applicable. If other monument types are found and used, their acceptability is at the discretion of the County Engineer or City Engineer where applicable.

Every **"SET"** boundary monument must be of acceptable durability with an engraved #, stamped washer, or brass tag, and be set at a boundary corner (first preferred), be within 5 feet of the boundary corner on the map's boundary (second preferred), or be within 5 feet of the boundary corner along a prolongation of a line in the map's boundary (last preferred). Every **"FOUND"** boundary monument must have a recorded/filed reference and be **"ACCEPTED AS (THE SPECIFIC RECORD BOUNDARY CORNER BEING PERPETUATED)"**. In all cases where any type of monument is found at a boundary corner, its complete, existing details and recorded/filed references shall be noted in the monument note on the map. Where the found monument is not of an acceptable type, it shall be replaced with an acceptable monument and marked by the surveyor of the map. When the found monument does not have a tag or a number, does not have a reference, or appears disturbed or damaged, those facts shall be duly noted in the monument note on the map. If a found boundary corner monument located at the record corner is acceptable in all ways except it is missing a tag, the monument shall be retagged, replaced, or rehabilitated as necessary until it is acceptable in all required details. If a found monument at a record point is acceptable in all ways except it does not have a reference, the monument shall be retagged, replaced, or rehabilitated as necessary until it is acceptable in all required details. All **"NO REFERENCE"** monuments, tagged or not, shall meet the requirements of the County Code and shall, by the recording of the map, be brought into the recorded reference 'world' for recorded perpetuation of its current location and for proper use by others. Every monument note of a found monument shall state specifically the type of monument found and the type of monument set. Where a firmly set and found spike and washer is located at a boundary corner, has **"NO REFERENCE"** and/or **"NO TAG"**, cannot be removed without causing collateral damage to the immediate surface area, and is noted on the map as **"ACCEPTED AS (THE SPECIFIC RECORD BOUNDARY CORNER BEING PERPETUATED)"**, the spike and washer may be considered acceptable if another acceptable monument is set using the same guidelines as stated above for **"SET"** monuments and is approved by the County Engineer.

Every **"ESTABLISHED"** boundary corner must be **"ACCEPTED AS (THE SPECIFIC RECORD BOUNDARY CORNER BEING PERPETUATED)"**. If the boundary corner falls on a non-permanent structure, an acceptable monument shall be set along the boundary in both directions from the established boundary corner using the same guidelines as stated above for **"SET"** monuments. Locations greater than 5 feet from the boundary corner or conditions requiring alternate settings shall be at the discretion and authority of the County Engineer or City Engineer where applicable.

Additional Notes:

- Where field notes are cited, include an abbreviation in the monument note reference to indicate if the field notes are County, City, State, or other agency. For example, use "L.A. CO. P.W.F.B." for Los Angeles County Public Works Field Book, "CITY ENG. F.B." for City Engineer Field Book, "L.A. CO. R.D.F.B." for County Road Department Field Book, "CO. ENG. F.B." for County Engineer Field Book, CO. SURVEYOR F.B. for County Surveyor Field Book, or "L.A.C.F.C.D. F.C." for Los Angeles County Flood Control Field Book.
- The preferred label of a found "LEAD, (BRASS) TACK, AND (BRASS) TAG" is "L, T, & TAG". The tack must be indicated in the abbreviation. A brass tag set in epoxy may be cited as a record reference from a Record of Survey, but shall be replaced with a durable monument if used as a boundary corner or as a monument in a line used to support the boundary establishment. The monument note shall state, "SET L & T, TAGGED L.S. ####" or "SET LD. AND TACK, TAGGED L.S. ####."
- On a pipe monument, the preferred label of "(BRASS) TACK AND (BRASS) TAG IN A CEMENT PLUG" is "TACK AND TAG IN CEMENT PLUG". The tack and the type of plug must be indicated in the abbreviation. A brass tag set in epoxy may be cited as a reference from a Record of Survey, but shall be replaced with an acceptable, durable monument if used as a boundary corner or as a monument in any line used to support the boundary establishment. As an example, the monument note shall state, "SET 2" I.P. CEMENT PLUG & TACK, TAGGED L.S. ####. FLUSH."
- State if the boundary monument falls on the top of a wall and provide the height of the boundary monument relative to the ground surface.
- Every map shall have acceptable monuments set or found along the boundary at distances not to exceed 1,000 feet or at such lesser distances as determined by the County Engineer or City Engineer where applicable. Where topography limits the line of sight between acceptable boundary monuments, additional boundary monuments shall be set or found to ensure a clear line of sight between each boundary monument along the boundary.
- Every intersection of the abutting street's centerline and the prolongation of the line in the map's boundary traversing away from the abutting street's sideline and to said centerline shall be monumented with an acceptable centerline monument.
- Every boundary corner along the map's boundary shall be monumented. This includes the locations along the boundary that are common to the sideline of an abutting public street. Where public street dedications are made, the preferred location for a boundary monument shall be at the corner of the lot or parcel that will be created after the improvement of the public street. The B.C. and E.C. of curves shall be monumented as well.
- When the map's scale is too small to correctly label, show, and delineate the leader lines and offset dimensions of a found or set boundary corner monument not at the corner being perpetuated, the map shall show a detail that clearly and legibly shows the location of the boundary corner, the location of the boundary corner monument, and the dimensions from the boundary corner to the boundary corner monument. For found boundary corner monuments, the County Engineer may require that an acceptable boundary monument be set at the boundary corner being perpetuated if sufficient working area is available.
- All monuments, not set flush, shall state the height of the monument above or below finished surface.
- Overlapping text on title lines shall be avoided at all times. Overlapping leader lines on text or title lines shall be avoided.

**CENTERLINE MONUMENT REQUIREMENTS,
PURSUANT TO COUNTY CODE, TITLE 21, CHAPTER 21.20**

Acceptable street centerline monuments are: 6" SPIKE AND STAMPED WASHER; LEAD, (BRASS) TACK, AND (BRASS) TAG; or 2" (O.D.) IRON PIPE OF 21/2' LENGTH WITH (CEMENT) PLUG, (BRASS) TACK, AND (BRASS) TAG WITH THE DEPTH OF THE TOP OF THE PIPE RELATIVE TO THE GROUND SURFACE PROPERLY NOTED. Acceptable street centerline tie monuments are: 6" SPIKE AND STAMPED WASHER; LEAD, (BRASS) TACK, AND (BRASS) TAG; or 1" to 2" (O.D.) IRON PIPE WITH PLUG, (BRASS) TACK, AND (BRASS) TAG. Concrete nails, magnetized nails, small spikes, PK nails, wood stakes, chiseled crosses, rebar, punch marks on manhole rims or covers, and any monument set in a vertical surface are not acceptable as centerline monuments and centerline tie monuments. If other monument types are found and used, their acceptability is at the discretion of the County Engineer or City Engineer where applicable.

Every "**SET**" centerline intersection monument must be of acceptable durability with an engraved #, stamped washer, or brass tag, and have a minimum of 4 tagged, tangent ties (preferred) or a minimum of 3 tagged, swing (or pull) ties (acceptable in certain situations) set outside of the vehicle traveled portions of the street.

Every "**FOUND**" centerline intersection monument must have a recorded/filed reference and be "ACCEPTED AS CENTERLINE INTERSECTION". In all cases where ties exist and are shown on a recorded/filed reference (i.e. a County Engineer Field Book), the ties shall be recovered and measured to support the centerline intersection's establishment. If only two or three acceptable ties exist from a set of four, the monument note shall duly state that fact and shall state that additional tangent ties are being set thereby leaving 4 tangent ties at the intersection. If all information on the tie note matches the current surveyed information, the monument note on the map shall cite "FITS ALL TIES PER (CITE REFERENCE)". Every "FOUND" centerline intersection monument will be required to have a minimum of 4, found or set, tangent ties (preferred) or a minimum of 3 tagged, swing (or pull) ties (acceptable in certain situations) shown on a recorded/filed reference. If any centerline monument or centerline tie monument is unacceptable in any detail, it shall be retagged, reset, replaced, or rehabilitated as required. Where the centerline intersection monument does not meet durability requirements, it shall be removed and replaced with an acceptable tagged or stamped monument. New ties shall be set or existing ties shall be re-measured. Any changes to the information shown on an existing tie note reference shall be resolved by the filing of a new centerline tie note. Where a solidly set spike and washer with "NO REFERENCE" and/or "NO TAG" cannot be removed without causing collateral damage to the roadbed and is "ACCEPTED AS CENTERLINE INTERSECTION", the spike and washer may be considered acceptable if a minimum of 4 tagged, tangent ties (preferred) or a minimum of 3 tagged, swing (or pull) ties (acceptable in certain situations) are set, retagged, or rehabilitated by the current surveyor. The "NO REFERENCE" and "NO TAG" spike and washer shall have a new centerline tie note filed showing a minimum of 4 tagged, tangent ties (preferred) or a minimum of 3 tagged, swing (or pull) ties (acceptable in certain situations) with the tag of the current surveyor.

Every "**ESTABLISHED**" centerline intersection must be "ACCEPTED AS CENTERLINE INTERSECTION", will be required to have a tagged monument set that is of acceptable durability, and must have a minimum of 4 found, tagged, tangent ties (preferred) or a minimum of 3 tagged, swing (or pull) ties (acceptable in certain situations) set or found on a recorded/filed reference. If the centerline intersection falls on a manhole cover see (*) below. All "ESTABLISHED" centerline intersections shall meet all of the applicable requirements for "FOUND" centerline intersection monuments noted above.

- (*) Centerline intersections falling on manhole covers cannot be established from punch marks on manhole rims, must have 4 found tangent ties (preferred) per a recorded or filed reference or 3 or more swing (or pull) ties (acceptable in certain situations) per a recorded or filed reference, and may be established from 4 found spreaders (or straddlers) per a recorded or filed reference only if 4 tagged tangent ties are set outside of the vehicle traveled portions of the street such as 'TOP OF CURB', 'ON SIDEWALK', or 'BACK OF WALK'. Centerline intersections on manhole covers shall meet all applicable requirements for "FOUND" and "ESTABLISHED" centerline intersection monuments noted above.

In all cases where any centerline monument or centerline tie monument must be set, reset, retagged, or rehabilitated in any manner, or where any measurement or detail on a filed tie note changes, the surveyor shall file a new, original tie note with the County Engineer for field inspection (where applicable) and, after passing inspection, shall file the original tie note with the County Surveyor or City Engineer (where applicable). All "NO REFERENCE" centerline monuments, tagged or not, shall meet the requirements of the County Code and shall, by the recording of the map, be brought into the recorded reference 'world' for recorded perpetuation of its current location and for proper use by others.

Additional Notes:

- Where field notes are cited, include an abbreviation in the monument note reference to indicate if the field notes are County, City, State, or other agency. For example, use "L.A. CO. P.W.F.B." for County Public Works Field Book, "CITY ENG. F.B." for City Engineer Field Book, "L.A. CO. R.D.F.B." for County Road Department Field Book, "CO. ENG. F.B." for County Engineer Field Book, CO. SURVEYOR F.B. for County Surveyor Field Book, or "L.A.C.F.C.D. F.C." for Los Angeles County Flood Control Field Book.
- The preferred label of a found "LEAD, (BRASS) TACK, AND (BRASS) TAG" is "L, T, & TAG". The tack must be indicated in the abbreviation. A brass tag set in epoxy may be cited as a record tie reference from a Record of Survey, but shall be replaced with a durable monument if used as a centerline tie monument. A sample monument note shall state, "SET L & T, TAGGED L.S. ####" or "SET LD. & TACK, TAGGED L.S. ####."
- On a pipe monument, the preferred label of "(BRASS) TACK AND (BRASS) TAG IN A CEMENT PLUG" is "TACK AND TAG IN CEMENT PLUG". The tack and the type of plug must be indicated in the abbreviation. A brass tag set in epoxy may be cited as a reference from a Record of Survey, but shall be replaced with an acceptable, durable monument if used as a boundary corner or as a monument in any line used to support the boundary establishment. As an example, the monument note shall state, "SET 2" I.P. CEMENT PLUG & TACK, TAGGED L.S. ####. FLUSH."
- State if the centerline intersection falls on a manhole and state the type of manhole.
- Cite if a found monument is tagged or not, referenced or not, fits all ties per a reference, and is accepted as the record location being perpetuated on the map.
- Every map shall have acceptable centerline monuments set or found along the centerline at distances not to exceed 1,000 feet or at such lesser distances determined by the County Engineer or City Engineer where applicable. Where topography limits the line of sight between acceptable centerline monuments, additional centerline monuments shall be set or found to ensure a clear line of sight between each centerline monument along the centerline.
- All monuments, not set flush, shall state the height of the monument above or below finished surface.
- When the map's scale is too small to correctly label, show, and delineate the leader lines and offset dimensions of a found or set centerline monument not at the point on centerline being perpetuated, the map shall show a detail that clearly and legibly shows and delineates the location of the point on centerline being perpetuated, the location of the centerline monument, and the dimensions from the point on centerline to the centerline monument. For found centerline monuments, the County Engineer may require that an acceptable centerline monument be set at the point on centerline being perpetuated if sufficient working area is available.
- Overlapping text on title lines shall be avoided at all times. Overlapping leader lines on text or title lines shall be avoided.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Consultant shall perform the tasks contained in the Task Orders in accordance with the following and within the budgets established in the Task Orders:

From June 21, 2023 through January 20, 2025 (not June 20, 2024 noted below):

Plan review, permit issuance and inspection services per sliding scale % of the monthly Building Division fees collected

Service Description	Fees effective through June 30, 2024
Monthly Building Division fees collected	Sliding Scale %
\$0 to \$200,000	63%
\$200,001 to \$350,000	60%
\$350,001 and above	55%
The min monthly fee no less than	\$95,000
Building Official	per the schedule of hourly rates
Any other staff services	per the schedule of hourly rates
Where no fees collected, or reduced for plan check or permits, entitlement reviews, LID Compliance, Soils Report, Hydrology Report Reviews and other additional services requested shall be per the hourly standard rates.	
Hourly Rates are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.	

From January 21, 2025 through end of Term:

<i>Service Description</i>	<i>Fees</i>
<i>Monthly Building Division fees collected</i>	<i>Sliding Scale %</i>
<i>\$0 to \$200,000</i>	<i>63%</i>
<i>\$200,001 to \$350,000</i>	<i>60%</i>
<i>\$350,001 to \$500,000</i>	<i>55%</i>
<i>\$500,001 to \$750,000</i>	<i>45%</i>
<i>\$750,001 to \$1,000,000</i>	<i>35%</i>
<i>Exceeding \$1,000,000</i>	<i>25%</i>
<i>The min monthly fee no less than</i>	<i>\$95,000</i>
<i>Building Official</i>	<i>Per the schedule of hourly rates</i>
<i>Any other staff services</i>	<i>Per the schedule of hourly rates</i>

Where no fees collected, or reduced for plan check or permits, entitlement review, LID Compliance, Soils Report, Hydrology Report Reviews and other additional services requested shall be per the hourly standard rates.

Hourly rates are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistics.

There shall be no limitation on the annual amount of compensation to be paid Consultant during the ~~five~~^{three}-year Term with the only compensation limitation being ~~\$25,000,000~~ ~~\$20,000,000~~ over the course of the Term.

- II. Within the budgeted amounts for each Task Order, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.
- 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 ~~\$25,000,000~~ ~~\$20,000,000~~ as provided in Section 2.1 of this Agreement.

The Consultant's billing rates for all personnel are attached as Exhibit C-1.

RESOLUTION NO. 25-010

A RESOLUTION OF THE CARSON CITY COUNCIL APPROVING A BUDGET TRANSFER IN THE FISCAL YEAR 2024-25 BUDGET FROM THE GENERAL FUND TO INCREASE THE TRANSTECH ENGINEERS, INC. CONTRACT BUDGET FOR THE FISCAL YEAR.

WHEREAS, the City Council adopted the City's Fiscal Year (FY) 2024-25 budget on June 18, 2024 via Resolution No. 24-056; and

WHEREAS, the City has determined it necessary to approve a budget transfer in the FY 2024-25 from the General Fund budget to increase the Transtech Engineers, Inc. contract budget for the fiscal year; and

WHEREAS, the City Council has determined it necessary to amend the FY 2024-2025 General Fund budget to add funds for the Building and Safety Division;

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

Section 1. The following budget transfer will be made to the City's budget:

Account	Division/Object Description	Increase/(Decrease)
101-99-999-999-3601	General Fund Reserve	(\$3,270,000.00)
101-70-785-100-6004	CD Mgt & Control Pro Svcs	\$400,575.00
101-70-785-293-6004	CD Inspection Pro Svcs	\$1,151,040.00
101-70-785-296-6004	CD Bldg Permt Pro Svcs	\$634,053.00
101-70-785-297-6004	CD BldgPlanCk Pro Svcs	\$1,084,332.00

Section 2. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY 2024-25 budget on file, and effective as of January 21, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED THIS 21st DAY OF JANUARY 2025.

APPROVED AS TO FORM:

CITY OF CARSON

Sunny Soltani, City Attorney

Mayor Lula Davis-Holmes

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. 25-010 adopted by the City of Carson City Council at its meeting held on January 21, 2025, by the following vote:

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

Dr. Khaleah K. Bradshaw, City Clerk

RESOLUTION NO. 25-010



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO TOTUM CORP AND FCG CONSULTANTS AGREEMENTS TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

In 2023, the initial contracts with the two Construction Management firms, Totum Corp., and FCG Consultants Corp., were 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 both Construction Management firms are managing have been further defined, highlighting a need for additional funding to ensure comprehensive oversight and project quality, and a need to enter into amendments to the contracts to incorporate the same.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 with Totum Corp. for Construction Management Construction Inspection services increasing the contract sum by \$400,000 for a total contract sum of \$882,635.00.
2. APPROVE Amendment No. 1 with FCG Consultants Corp. for Construction Management Construction Inspection services increasing the contract sum by \$400,000 for a total contract sum of \$882,635.00.
3. AUTHORIZE the Mayor to execute contract Amendment No. 1 with Totum Corp. following approval as to form by the City Attorney.
4. AUTHORIZE the Mayor to execute contract Amendment No. 1 with FCG Consultants 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

Totum Corp. and FCG Consultants Corp. are firms specializing in Construction Management and Construction Inspection (CMCI), delivering comprehensive oversight and quality assurance services that ensure the successful execution of complex projects. With a focus on precision, safety, and efficiency, the CMCI firms provide tailored management solutions that support project stakeholders throughout every phase of construction, from pre-construction planning through completion and turnover. This includes coordinating with contractors, managing schedules, monitoring budgets, ensuring adherence to project specifications, and facilitating effective communication among all parties involved. The CMCI firms' expertise allows them to anticipate and mitigate potential risks, making sure projects remain on track, within scope, and compliant with all regulations.

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 two separate contracts to Totum Corp., and FCG Consultants Corp. for a not to exceed amount of \$482,635.00 each, and effective until FY 25-26 (Exhibit No. 1 and Exhibit No. 2). During the initial process with both CMCI firms in 2023, staff outlined a provisional scope of work valued at \$286,520.00 valid through FY 2024/25, and scope of work valued at \$196,115.00 valid through FY25-26 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 and Carriage Crest Park, and FCG Consultants Corp. has been selected to oversee the construction of 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 \$48M, all of which are considered priority for the City's facility improvements. Each firm currently has an estimated balance of \$250,000.00 through the end of Fiscal Year 2024/25. It is projected that each firm would have an average monthly billing of \$75,000 to provide CMCI services for the aforementioned projects and task orders. With this projection, their current balance is estimated to be exhausted by mid February 2025. From mid-February 2025 through end of the fiscal year 2024/25, four and a half months, an additional \$400,000 for each firm is needed to cover future invoices through FY 2024/25. 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 \$400,000 for a total contract sum of \$882,635.00 (Exhibit No. 3), and FCG Consultants Corp. increasing the contract sum by \$400,000.00 for a total contract sum of \$882,635.00 (Exhibit No. 4).

V. FISCAL IMPACT

If the proposed amendments are approved, the FCG Consultants and Totum Corp contracts will each be increased by an additional \$400,000.00 for a new total not-to-exceed contract amount of \$882,635.00 for each contract.

The requested four hundred thousand (\$400,000.00) for the proposed FCG Consultants contract amendment will utilize funds currently allocated in the adopted FY 24/25 budget in account 101-99-999-904-6004.

The requested four hundred thousand (\$400,000.00) for the proposed Totum Corps contract amendment will utilize funds currently allocated in the adopted FY 24/25 budget using three separate accounts as follows:

- 101-99-999-904-6004 / \$232,430.95
- 101-80-820-100-6004 / \$96,828.00
- 101-80-999-904-6004 / \$70,741.05

VI. EXHIBITS

1. Totum Corp Original Contract
2. FCG Consultants Original Contract

3. Totem Contract Amendment No. 1
4. FCG Consultants Contract Amendment No. 1

Prepared by: Dr. Arlington Rodgers, Jr., Director of Public Works and Raymond Velasco, P.E., Public Works Operations Manager

Attachments

[C-23-304 - TOTUM CONSULTING 2023 DEC 21.pdf](#)

[C-24-014 - FCG CONSULTANTS 2024 JANUARY 23.pdf](#)

[Totum Amendment 1.pdf](#)

[FCG Amendment 1.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:

<u>Danny Kaye, CCM PMP, LEED AP</u>	<u>Principal CM-in-Charge</u>
(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

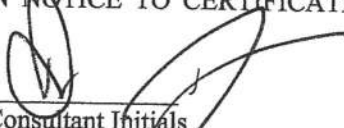
with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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.

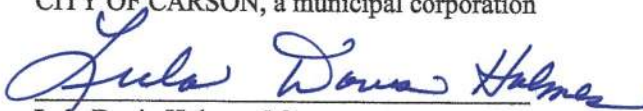
8.3 Covenant Against Discrimination.

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.

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:

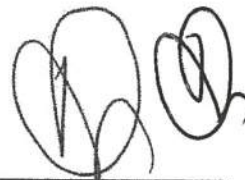
Dr. Khaleah K. Bradshaw, City Clerk

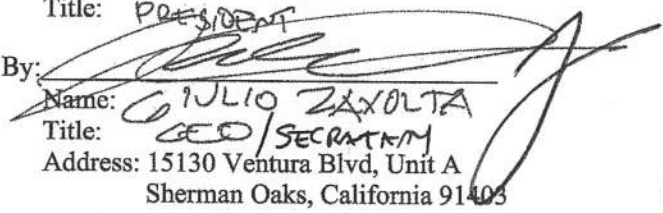
APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP

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.

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.

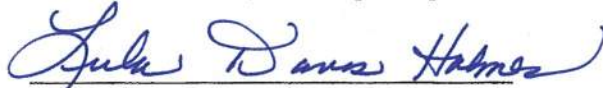
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions 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

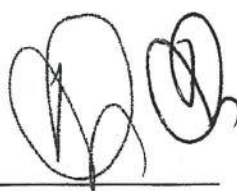
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


Sunny K. Soltani, City Attorney
[rjl]



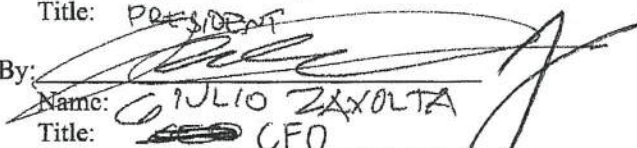
CONSULTANT:

TOTUM CORP,
a California corporation

By: 

Name: DANNY KAYE

Title: PRESIDENT

By: 

Name: JULIO ZAXOLTA

Title: 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.

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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
TITLE(S)		TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		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.

INSPECTION SERVICES (as part of Construction Management Services):

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 ~~strike through~~ 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 or 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2023

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Marie Swaney PHONE (A/C, No, Ext): 626-696-1890 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com
INSURED Totum Corporation 310 351-0138 15130 Ventura Blvd., Unit Suite A Sherman Oaks CA 91403	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Aspen American Insurance Company INSURER C: The Travelers Indemnity Company of Connecticut INSURER D: INSURER E: INSURER F:

License#: 6003745
TOTUCOR-01**COVERAGES****CERTIFICATE NUMBER:** 133476026**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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6801J745121	6/5/2023	6/5/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA8R387030	6/5/2023	6/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	UB3J306445	6/5/2023	6/5/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input type="checkbox"/> Professional Liability			AAAE10078804	6/5/2023	6/5/2024	Per Claim Aggregate Limit \$2,000,000 \$2,000,000

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

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.

Re: All Operations of the Named Insured.

City of Carson, its elected and appointed officers, employees, volunteers and agents are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER**CANCELLATION** 30 Day Notice will be sent to holder

City of Carson 701 E Carson Street Carson CA 90745	INSURANCE APPROVED <i>RG</i> 11/21/2023	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE <i>Marie Swaney</i>

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COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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DATE OF ISSUE: 04/21/2023

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB3J306445

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by  _____

DATE OF ISSUE: 11/17/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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
(Name)

President/CEO
(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

mb AF

9.7 Corporate Authority.

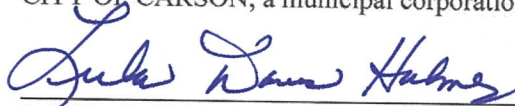
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions 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:
ALESIRE & WYNDER, LLP



Sunny K. Soltani, City Attorney
[rjl]




CONSULTANT:

FCG CONSULTANTS INC.,
a California corporation

By: 

Name: Maha S. ALFakhouri
Title: President / CEO

By: 

Name: Abdallah Fakhrani
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

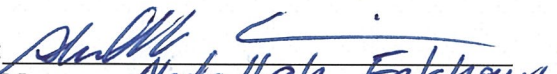
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

FCG CONSULTANTS INC.,
a California corporation

By: 
Name: Maha S. ALFakhouri
Title: President / CEO

By: 
Name: Abdallah Fakhrani
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

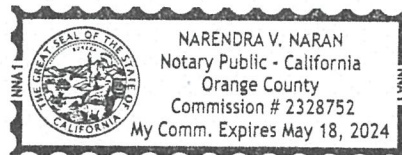
COUNTY OF ~~LOS ANGELES~~ ORANGE

On 11/21, 2023 before me, NARENDRA U. NARAN, NOTARY PUBLIC, MANA S. ALFAHOURI, personally appeared ABDULLAH ALFAHOURI 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: N. Naran



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.

INSPECTION SERVICES (as part of Construction Management Services):

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 or 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

UNIT PROPOSAL									
Specific Rate of Compensation (use for on-call or as-needed contracts)									
City of Carson On-Call RFQ 23-002Q									
Consultant or Subconsultant <u>FCS (Prime)</u>				Contract No. _____		Date: 8/7/2023			
PRIME BENEFIT %		OVERHEAD %		GENERAL ADMINISTRATION %		COMBINED %			
NORMAL	+	+	+	+	+	100.32%			
OVERTIME	+	+	+	+	+	100.32%			
BILLING INFORMATION					CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual hourly rate	% or \$ increase	Hourly rate - for classifications only	
	Straight	OT(1.5x)	OT(2x)	From	To				
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	\$ 90.86	\$ 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	\$ 90.86	\$ 149.79	\$ 199.72	7/13/2023	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	\$ 181.36	\$ 272.34	\$ 363.12	7/13/2023	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.**



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 Germani Insurance Services 3415 S Sepulveda Blvd 1100 Los Angeles CA 90034	CONTACT NAME: William Germani PHONE (A/C, No, Ext): (310) 733-2390 FAX (A/C, No): E-MAIL ADDRESS: william@germaniinsurance.net														
INSURED FCG CONSULTANTS, INC. 22885 SAVI RANCH PKWY, Unit #G YORBA LINDA CA 92887-4659	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: VALLEY FORGE INSURANCE COMPANY</td><td>20508</td></tr><tr><td>INSURER B: OHIO SECURITY INSURANCE COMPANY</td><td>24082</td></tr><tr><td>INSURER C: CONTINENTAL CASUALTY COMPANY</td><td>60606</td></tr><tr><td>INSURER D: AMERICAN CASUALTY CO OF READING, PENNSY</td><td>20427</td></tr><tr><td>INSURER E: UNDERWRITERS AT LLOYDS</td><td>32727</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: VALLEY FORGE INSURANCE COMPANY	20508	INSURER B: OHIO SECURITY INSURANCE COMPANY	24082	INSURER C: CONTINENTAL CASUALTY COMPANY	60606	INSURER D: AMERICAN CASUALTY CO OF READING, PENNSY	20427	INSURER E: UNDERWRITERS AT LLOYDS	32727	INSURER F:	
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INSURER B: OHIO SECURITY INSURANCE COMPANY	24082														
INSURER C: CONTINENTAL CASUALTY COMPANY	60606														
INSURER D: AMERICAN CASUALTY CO OF READING, PENNSY	20427														
INSURER E: UNDERWRITERS AT LLOYDS	32727														
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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	7012791991	06/22/2023	06/22/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAS66391043	06/22/2023	06/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7012792025	06/22/2023	06/22/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Y	WC 6 21566857	06/22/2023	06/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROFESIONAL LIABILITY			FEIAEP11933	06/22/2023	06/22/2024	EACH CLAIM 1,000,000 AGGREGATE 2,000,000 DEDUCTIBLE 10,000	

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

City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insureds on GL and Auto policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Carson 701 E Carson Street Carson CA 90745	INSURANCE APPROVED <i>RG</i> 1/16/2024	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>William Elias Germani</i>
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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND
BLANKET WAIVER OF SUBROGATION**

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
 - a. **"Bodily injury"** or **"property damage"**; or
 - b. Offense that caused the **"personal and advertising injury"**;for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf,in the performance of your ongoing operations specified in the written contract or written agreement; or
 - c. **"Your work"** that is specified in the written contract or written agreement, but only for **"bodily injury"** or **"property damage"** included in the **"products-completed operations hazard,"** and only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to **"bodily injury," "property damage"** or **"personal and advertising injury"** arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
4. The insurance provided to the additional insured does not apply to **"bodily injury," "property damage"** or **"personal and advertising injury"** arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "**suit**" under this insurance;
2. Tender the defense and indemnity of any claim or "**suit**" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
 - a. Tender the defense and indemnity of any claim or "**suit**" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "**suit**" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "**suit**" if any other insurer has a duty to defend the additional insured against that "**suit**" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. **Additional Insured – Extended Coverage**

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insureds;
3. A limited liability company, then its members and managers are insureds;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **1.** through **4.** above;



- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
 - (3) Providing or failing to provide professional health care services.
- F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph 2. and replace it with the following:
- 2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or **"your work"** done under a contract with that person or organization and included within the **"products-completed operations hazard."**

All other terms and conditions of the Policy remain unchanged.



POLICY NUMBER: 7012791991

CNA80103XX
(09-14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.



Coverage Is Provided In:
Ohio Security Insurance Company, a stock company
Domiciled in New Hampshire
175 Berkeley Street, Boston, MA 02116

Policy Number:
BAS (24) 66 39 10 43
Policy Period:
From 06/22/2023 To 06/22/2024
Endorsement Period:
From 11/21/2023 To 06/22/2024
*12:01 am Standard Time
at Insured Mailing Location*

Policy Change Endorsement

Named Insured

FCG CONSULTANTS, INC.
22885 SAVI RANCH PKWY STE G
YORBA LINDA, CA 92887

Agent

(310) 733-2390
GERMANI INSURANCE SERVICES INC
3415 S Sepulveda Blvd 11th Fl
Los Angeles, CA 90034-6060

CHANGES TO POLICY - TRANSACTION # 10

This Policy Change Endorsement Results In A Change In The Charges As Follows:

No Change In Premium

Description of Change(s)

THE FOLLOWING FORMS WAIVER TRANSFER OF RIGHTS AND DESIGNATED INSURED ARE ADDED FOR CITY OF CARSON,

See The Revised Declarations and Declarations Schedule

Issue Date 11/29/2023

Authorized Representative

To report a claim, call your Agent or 1-844-325-2467

DS 70 27 01 08



Workers Compensation And Employers Liability Insurance
Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 6 21566857

Policy Effective Date: 06/22/2023

Policy Page: 12 of 13

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 ~~striketrough 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:

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 “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.

INSPECTION SERVICES (as part of Construction Management Services):

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:

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. 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:
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 "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.

INSPECTION SERVICES (as part of Construction Management Services):

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.**



CITY OF CARSON

File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER THE APPROVAL AND RATIFICATION OF AGREEMENT FOR SALE OF CREDITS FOR THE REQUIRED MITIGATION MEASURE FOR PROJECT 675 - SEPULVEDA BRIDGE WIDENING PROJECT (CITY COUNCIL)

I. SUMMARY

As part of the permitting process for the proposed Project 675 - Sepulveda Bridge Widening project, staff is seeking City Council approval and ratification of Agreement for Sale of Credits needed for the required mitigation measures to allow construction of the Bridge Widening over the Dominguez Channel. These credits are an essential part of the Regional Water Quality Control Board's (Water Board) requirement to compensate for the loss due to unavoidable and adverse impact to the waters of the State of California during construction. Due to time constraints beyond City's control, the Agreement needed to be executed prior to Council approval and therefore, has already been fully executed and staff is now requesting the City Council to approve and ratify the Agreement which will allow staff to secure the permits required for the construction of bridge widening on Sepulveda Boulevard over the Dominguez Channel (Exhibit No. 1).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE and RATIFY the Agreement for Sale of Credits between Land Veritas Corp. and the City of Carson for the purchase of credit for \$50,000.
2. AUTHORIZE and RATIFY execution of the Agreement with Land Veritas Corp. by the Public Works Director following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the above recommendation. However, staff will not be able to obtain permit from the Water Board and proceed with the work.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the Law.

IV. BACKGROUND

The City's Capital Improvement Program (CIP) calls for the design and construction of Project No. 675: Sepulveda Boulevard Bridge Widening from Alameda Street to the East City Limit. 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 Southern California Edison's (SCE) electrical lines, and the modification of the existing traffic signal. This critical infrastructure improvement project aims to enhance traffic flow, pedestrian safety, and overall transportation efficiency along the Sepulveda corridor.

During the permitting application process, it was determined that the project would have an adverse impact to the waters of the State of California during construction. To compensate for the loss, the Water Board is requiring that 0.10 acre of tributary stream system be mitigated which is infeasible due to the proximity of the project to heavy industry and tidal influence. In lieu of implementing on-site mitigation, which would have significantly increased the long-term cost of maintenance, the Water Board authorized the City to purchase credits to fulfill the required mitigation measures. This approach not only ensures compliance with environmental regulations but also aligns with cost-effective practices by leveraging established mitigation bank. The purchase of credits from an approved mitigation bank has been identified as the most effective solution. Land Veritas Corp., the bank sponsor, operates an approved mitigation bank that meets the project requirements. The Water Board has authorized the City to purchase mitigation measures from this sponsor.

The project requires permitting from multiple agencies due to being over the Dominguez Channel and proximity to tidal influence. These agencies include Los Angeles County Flood Control District, California Fish and Wildlife, Regional Water Quality Control Board, and the US Army Corps of Engineers.

The Agreement for Sale of Credits was prepared by Land Veritas Corp., ensuring compliance with the necessary mitigation requirements. The terms of the agreement have been reviewed by the City Attorney, and found to be consistent with the City's policies and financial framework. Approval of Agreement for Sale of Credit is necessary in order to advance Project No. 675. It will enable staff to proceed ensuring the project's success. Staff is requesting the City Council to approve and ratify the Agreement which will allow staff to secure the permits required for the construction of bridge widening on Sepulveda Boulevard over the Dominguez Channel.

V. FISCAL IMPACT

The purchase of credits for the mitigation measures will utilize funds currently allocated in the adopted FY 24/25 budget from account 284-80-820-904-8009.

VI. EXHIBITS

1. Contract for Agreement of Sale of Credits
2. Invoice for Sale of Mitigation Credits

Prepared by: Gilbert Marquez, P.E., City Engineer; Kenneth Young, PE Senior Civil Engineer

"

Attachments

[Contract for Agreement of Sale of Credits](#)

[Invoice for Sale of Mitigation Credits](#)

AGREEMENT FOR SALE OF CREDITS

RWQCB FILE NO. 21-065

This Agreement is entered into this 20th day of December, 2024, by and between the Land Veritas Corp (Bank Sponsor) and City of Carson, a municipal corporation (Project Proponent), jointly referred to as the "Parties," as follows:

RECITALS

A. The Bank Sponsor has developed the Soquel Canyon Mitigation Bank (Bank) located in San Bernardino and Orange Counties, California; and

B. The Bank has been developed pursuant to a Bank Enabling Instrument entered into by and between Bank Sponsor, Land Veritas I, LLC, the U.S. Army Corps of Engineers (USACE), the U.S. Environmental Protection Agency (EPA), the Santa Ana Regional Water Quality Control Board (RWQCB), and the California Department of Fish and Wildlife (CDFW) on December 15, 2014 and is currently in good standing with these agencies; and

C. Project Proponent is seeking to implement the project described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact waters of the State thereon, and seeks to compensate for the loss of the same by purchasing credits from Bank Sponsor; and

D. Project Proponent has been authorized by the RWQCB File No. 21-065, to purchase from the Bank 0.10 acres of 404 Perennial Stream System Credits ("Credits") upon confirmation by the Bank Sponsor of credit availability/adequate balance of credits remaining for sale; and

E. Project Proponent desires to purchase from Bank Sponsor and Bank Sponsor desires to sell to Project Proponent the Credits;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Sponsor hereby sells to Project Proponent and Project Proponent hereby purchases from Bank Sponsor Credits from the Bank for the purchase price of fifty thousand dollars (\$50,000). The Bank Sponsor will then deliver to Project Proponent an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The purchase price for said Credits shall be paid by cashier's check or, at the option of Bank Sponsor, wire transfer of funds according to written instructions by Bank Sponsor to Project Proponent.

2. The sale and transfer herein is not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Soquel Canyon Mitigation Bank

Credits sold, or the Bank. Pursuant to the BEI and any amendments thereto, Bank Sponsor shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Proponent. Bank Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Proponent shall be non-transferable and non-assignable and shall not be used as compensatory mitigation for any other project or purpose, except as set forth herein.

5. Project Proponent must exercise his/her/its right to purchase the Credits within 30 days of the date of this Agreement. After the 30-day period this Agreement will be considered null and void.

6. Upon purchase of the Credits specified in paragraph 1 above, the Bank Sponsor shall submit to the parties listed in the Notices section of the BEI, copies of the: a) Agreement for Sale of Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated ledger must detail: i) Project Proponent; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Permitting Agency File/Tracking Number; vi) Total Number of Credits Authorized to Sell; vii) Total Number of Credits Sold to Date (inclusive); and viii) Balance of all Credits Available. The ledger should include all sales data from Bank Establishment Date to the present.

7. The signatures pages to this Agreement may be delivered via facsimile, electronic mail (including PDF or any other electronic signature complying with the U.S. federal ESIGN Act of 2000; e.g., DocuSign) or other transmission method, and any signature so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

BANK SPONSOR

LAND VERITAS CORP

Signed by:
By: Nathan Bello Date: 1/6/2025
986E5436CE9B45D...
Nathan Bello, on behalf of H. Tracey Brownfield, President

PROJECT PROPONENT

CITY OF CARSON, A MUNICIPAL CORPORATION

Signed by:
By: Dr. Arlington Rodgers, Jr. Date: 12/25/2024
14CF6A606BA14B0...

Name: Dr. Arlington Rodgers, Jr.

Its: Public Works Director

ATTEST:

Signed by:
By: K. Bradshaw Date: 1/6/2025
3E3F6B5066394F9...
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

DocuSigned by:
By: Sunny Soltani Date: 12/24/2024
07FC19818B804FF...
Sunny K. Soltani, City Attorney

EXHIBIT "A"

DESCRIPTION OF PROJECT TO BE MITIGATED

Name of Project:

Sepulveda Boulevard Widening Project

Project Location:

Sepulveda Boulevard from East of Alameda Street to East City Limit

Permitting Agency(ies) File/Tracking Number:

RWQCB File No. 21-065

Project Description:

The Project involves the widening and improvement of the roadway and bridge over Dominguez Channel along Sepulveda Boulevard to provide three lanes of traffic in both directions, construction of new sidewalks, relocation of existing electrical lines, and the modification of the existing traffic signal.

EXHIBIT "B"

BILL OF SALE

RWQCB File No. 21-065

In consideration of \$50,000, receipt of which is hereby acknowledged, Land Veritas Corp (Bank Sponsor) does hereby bargain, sell and transfer to City of Carson, a municipal corporation (Project Proponent), 0.10 acres of 404 Perennial Stream System Credits (Credits) in the Soquel Canyon Mitigation Bank in San Bernardino and Orange Counties, California, developed, and approved under the authority of the United States Army Corps of Engineers and/or California Department of Fish and Wildlife associated the Project described in Exhibit A.

Bank Sponsor represents and warrants that it has good title to the Credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Sponsor covenants and agrees with the Project Proponent to warrant and defend the sale of the Credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

Land Veritas Corp

By: _____

Nathan Bello, on behalf of H. Tracey Brownfield, President

EXHIBIT "C"

SOQUEL CANYON MITIGATION BANK

PAYMENT RECEIPT

PROJECT PROPONENT INFORMATION

Name:

City of Carson, a municipal corporation

Address:

701 E. Carson Street

Carson, CA, 90746

Telephone:

(310) 952-1700 ext. 1812

Contact:

Kenneth Young, Senior Civil Engineer

PROJECT INFORMATION

Project Description:

The Project involves the widening and improvement of the roadway and bridge over Dominguez Channel along Sepulveda Boulevard to provide three lanes of traffic in both directions, construction of new sidewalks, relocation of existing electrical lines, and the modification of the existing traffic signal.

Project Location:

Sepulveda Boulevard from East of Alameda Street to East City Limit

Agency File/Tracking Number:

RWQCB File No. 21-065

Species/Habitat Affected:

Non-wetland waters, 0.1 acre

Credits to be Purchased:

0.10 acres of 404 Perennial Stream System Credits

PAYMENT INFORMATION

Payee:

Land Veritas Corp

Payer:

City of Carson, a municipal corporation

Amount:

\$50,000

Method of payment:

Cash ____ Check No. _____ Money Order No. _____

Received by:

Nathan Bello, on behalf of H. Tracey Brownfield, President

Date:

**Soquel Canyon Mitigation Bank**

Invoice for Sale of Mitigation Credits

Invoice Date: January 6, 2025**Invoice Number:** SC-2024-17**Project Proponent**

City of Carson, a municipal corporation
701 E. Carson Street
Carson, CA, 90746

Project: City of Carson - Sepulveda Boulevard Widening Project

Credit Type	Acreage
404 Perennial Stream System Credits	0.10
Total Acres:	0.10
Total Cost:	\$50,000
Total Balance Due:	\$50,000

Payment Instructions

Payment can be made via wire transfer, ACH payment, or check.

- For wire transfer and ACH instructions, please see attached wiring instructions and contact WRA for the full account number
- Payments by check should be made out to Land Veritas Corp.

Wire Transfer and ACH Instructions:

WRA, Inc.
Marlene Tyner-Valencourt
tyner-valencourt@wra-ca.com
(858) 682-2699
Financial Institution: JP Morgan Chase Bank

Check Payment Mailing Address

Land Veritas Corp.
1001 Bridgeway, Suite 246
Sausalito, CA 94965

Please contact Land Veritas with questions:

bankmanager@landveritas.com

Thank you for your business!



Wiring Instructions

Wire to :	JP Morgan Chase NA
ABA Wire Transfer No. :	021000021
ACH / Direct Deposit No.:	322271627
Credit Account No.:	XXXXX6587
Account Name :	Land Veritas Corp. Transfer Account



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

DISCUSSION 28.

To: Honorable Mayor and City Council

From: Reata Kulcsar, Energy and Sustainability Officer CMO

Subject: CONSIDER INTRODUCING ORDINANCE NO. 25-2501, AN ORDINANCE ADDING SECTION 3251.11 (ELECTRIC VEHICLE PARKING SPACES AND RESTRICTIONS) TO PART 6 (PARKING REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF THE CARSON MUNICIPAL CODE TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO DESIGNATE ELECTRIC VEHICLE PARKING SPACES IN OFFSTREET PARKING FACILITIES OWNED AND OPERATED BY THE CITY, AND TO ESTABLISH PARKING RESTRICTIONS APPLICABLE TO SUCH DESIGNATED SPACES (CITY COUNCIL)

I. SUMMARY

The proposed ordinance will add Section 3251.11 to the Carson Municipal Code, authorizing the Public Works Director to designate specific stalls in City-owned offstreet parking facilities exclusively for electric vehicle (EV) charging. This means that only vehicles which are actively charging can park in these designated spaces, and non-electric vehicles will be prohibited from using the designated parking stalls.

To ensure compliance, signs will be placed in these areas to inform users about the rules and violations for unauthorized parking. The ordinance is designed to promote sustainable and alternative transportation, maximize the use of electric vehicles, and improve parking management.

II. RECOMMENDATION

INTRODUCE for first reading, by title only and with full reading waived, Ordinance No. 25-2501, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING SECTION 3251.11 (ELECTRIC VEHICLE PARKING SPACES AND RESTRICTIONS) TO PART 6 (PARKING REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF THE CARSON MUNICIPAL CODE TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO DESIGNATE ELECTRIC VEHICLE PARKING SPACES IN OFFSTREET PARKING FACILITIES OWNED AND OPERATED BY THE CITY, AND TO ESTABLISH PARKING RESTRICTIONS APPLICABLE TO SUCH DESIGNATED SPACES."

III. ALTERNATIVES

DO NOT Introduce Ordinance No. 25-2501.

IV. BACKGROUND

The City owns and operates various off-street parking facilities, each with multiple parking spaces. Some of these facilities are currently equipped with, or may be equipped in the future with, electric vehicle charging stations and the necessary infrastructure to support electric vehicles.

California Vehicle Code (CVC) section 22511 authorizes local authorities to “designate” spaces in their offstreet parking facilities for the exclusive purpose of charging and parking an EV that is connected for electric charging purposes. Section 22511(a)(1) reads:

“A local authority, by ordinance or resolution, and a person in lawful possession of an off-street parking facility may designate stalls or spaces in an off-street parking facility owned or operated by that local authority or person for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes.”

Designating and enforcing these spaces as exclusively for the parking of electric vehicles that are connected for electric charging purposes is necessary to ensure that the charging stations remain available to be used for charging electric vehicles rather than being obstructed by non-EV's that seek to simply park in the spaces. The proposed ordinance makes clear that the EV's must be actually charging to use the designated spaces, meaning they cannot be left in the designated space once they have completed charging, even if they are still plugged in. The Public Works Director would have discretion to determine what spaces are designated for these purposes, and when.

The proposed ordinance also makes clear that parking time limit restrictions pursuant to CMC Section 3251.6 may be enforced as to the designated spaces in addition to the charging requirements, to prevent a situation where, for example, an EV that takes many hours to charge could be left in a designated space for longer than the maximum parking time limit that the City allows for the space, which is set by indicating the time limit on appropriate signs or markings.

The proposed ordinance will ensure that the designated spaces can be utilized effectively, with flexibility for changes to be made quickly by the authority of the Public Works Director when the need arises, and promotes sustainable and alternative modes of transportation. The initiative aims to manage off-street parking availability in a way that could encourage more people to choose to drive electric vehicles.

Each off-street parking facility with designated spaces must also have a sign that informs users about the rules regarding unauthorized parking of vehicles not connected for electric charging purposes, as specified in the ordinance. The fabrication and installation of these signs will be coordinated with the Public Works Department.

Violations would be punishable by infraction citations as provided in subsection (f) of the proposed new CMC Section 3251.11, and by removal of vehicles as provided in subsection (g) of said Section 3251.11.

V. FISCAL IMPACT

It is estimated that 25 signs and posts will be needed, and the cost to fabricate and install them is approximately \$5,000. Funding is available in account no. 246-80-820-904-6009.

The added authority to cite and tow vehicles that are illegally parked at EV charging-designated spaces is expected to generate additional parking citation revenue for the General Fund. While the exact amount of this revenue is currently unknown, it may increase in the coming years as more EV charging stations are installed citywide.

VI. EXHIBITS

1. Ordinance No. 25-2501

Attachments

[Ordinance No. 25-2501 \(EV Parking\)\(1025225.3\).pdf](#)

ORDINANCE NO. 25-2501

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING SECTION 3251.11 (ELECTRIC VEHICLE PARKING SPACES AND RESTRICTIONS) TO PART 6 (PARKING REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF THE CARSON MUNICIPAL CODE TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO DESIGNATE ELECTRIC VEHICLE PARKING SPACES IN OFFSTREET PARKING FACILITIES OWNED AND OPERATED BY THE CITY, AND TO ESTABLISH PARKING RESTRICTIONS APPLICABLE TO SUCH DESIGNATED SPACES

WHEREAS, the City owns and operates various offstreet parking facilities containing parking stalls or spaces that are equipped or may be equipped with electric vehicle charging stations and/or infrastructure; and

WHEREAS, the City Council desires to authorize the Public Works Director to designate parking stalls or spaces within offstreet parking facilities owned and operated by the City for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes, pursuant to Sections 22511 and 22511.1 of the California Vehicle Code. Additionally, the City Council desires to further restrict the parking, stopping or standing of vehicles in the designated parking stalls or spaces in such offstreet parking facilities pursuant to Section 22519 of the California Vehicle Code, insofar as such authority is necessary for the City to prohibit electric vehicles from remaining in such spaces or stalls (whether they are still connected to the charging station or not) after they have completed charging, as is intended by this Ordinance; and

WHEREAS, the electric vehicle parking standards established in this Ordinance are intended to promote sustainable and alternative transportation practices; manage the availability of off-street parking, particularly in areas that will maximize the use of electric vehicles; and thereby improve traffic and parking circulation.

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. AMENDMENT. Section 3251.11 is hereby added to Part 6 (Parking Regulations) of Chapter 2 (Traffic Regulations) of the Carson Municipal Code, to read in its entirety as follows:

“3251.11 Electric Vehicle Designated Parking Spaces and Restrictions.

(a) **Purpose.** The purpose of this section is to promote sustainable and alternative transportation practices; manage the availability of off-street parking, particularly in areas that will maximize the use of electric vehicles; and thereby improve traffic and parking circulation.

(b) Designation of Parking Spaces. The Public Works Director, or designee, is authorized in accordance with the purposes of this section to designate stalls or spaces in offstreet parking facilities owned and operated by the City for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes.

(c) Posting of Signs. The posting required for a stall or space designated pursuant to subsection (b) of this section shall consist of a sign not less than 17 by 22 inches in size with lettering not less than one inch in height that clearly and conspicuously states the following (with the information referenced in the parentheses to be filled in pursuant to the direction of the Public Works Director, or designee):

“Unauthorized vehicles not connected for electric charging purposes will be towed away at owner’s expense. Towed vehicles may be reclaimed at (address) or by telephoning (telephone number of local law enforcement agency).”

The sign shall be posted in either of the following locations: (A) Immediately adjacent to, and visible from, the stall or space; (B) In a conspicuous place at each entrance to the offstreet parking facility.

(d) Parking Restrictions in Designated Spaces. If a parking stall or space is posted in accordance with subsection (c) of this section, a person shall not park or leave standing a vehicle in the stall or space unless the vehicle is connected for electric charging purposes. A person shall not obstruct, block, or otherwise bar access to parking stalls or spaces so posted except for the purpose of charging and parking a vehicle that is connected for electric charging purposes. For purposes of this section, a vehicle that has completed charging and thereafter remains connected to the charging station in the parking stall or space is not considered “connected for electric charging purposes.”

(e) Time Limits. The restrictions set forth in subsection (d) of this section are in addition to the parking time limit restrictions contained in CMC 3251.6, which may be enforced as to parking stalls or spaces designated pursuant to subsection (b) of this section in accordance with the provisions of CMC 3251.6 irrespective of whether or not a vehicle parked in the stall or space is connected for electric charging purposes or has completed charging when the applicable parking time limit expires.

(f) Parking Citations. Any person who violates subsection (d) of this section is guilty of an infraction as provided in CMC 3204.

(g) Removal. In addition to and without limitation of any other removal authority the City may have under applicable law, pursuant to California Vehicle Code Section 22511(c)(1), any peace officer as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the California Penal Code, or any regularly

employed and salaried employee who is engaged in the directing of traffic or enforcing parking laws and regulations of the City, after notifying the Los Angeles County Sheriff's Department, may cause the removal of a vehicle from a parking stall or space posted in accordance with subsection (c) of this section to the nearest garage, as defined in California Vehicle Code Section 340, that is owned, leased or approved for use by a public agency if the vehicle is not connected for electric charging purposes."

SECTION 3. 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 thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 5. CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be published 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



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

DISCUSSION 29.

To: Honorable Mayor and City Council

From: Antonio Velasco, Revenue Manager FIN Business License Revenue

Subject: CONSIDER INTRODUCTION AND FIRST READING, BY TITLE ONLY, OF ORDINANCE NO. 25-2502, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 63134 (MASSAGE PARLORS), SECTION 63134.4 (SAME – EXCEPTION) AND SECTION 63135 (MASSAGE TECHNICIANS) OF PART 5 (BUSINESSES, PROFESSIONS, TRADES AND OCCUPATIONS REQUIRING A PERMIT) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF THE CARSON MUNICIPAL CODE TO EXPRESSLY EXCLUDE BODY SCULPTING FROM DEFINITION OF MESSAGE" (CITY COUNCIL)

I. SUMMARY

The City Council is being requested to approve Ordinance No. 25-2502 amending the City's existing regulations to expressly exclude body sculpting from the definition of massage. This will make it clear that body sculpting businesses seeking business licenses from the City are not subject to certain State requirements that apply to massage businesses.

II. RECOMMENDATION

TAKE the following action:

1. WAIVE further reading and introduce for first reading Ordinance No. 25-2502

III. ALTERNATIVES

TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

The City's business licensing regulations set forth in Section 6300 *et seq.* of the Carson Municipal Code provide certain requirements for different types of businesses. Under the current interpretation of the code, body sculpting could be classified with massage parlors and requiring (massage) technicians to provide a certificate or diploma from a recognized school or institution. The California Massage Therapy Council ("CAMTC") issues massage technician certification under the requirements of California State Law. However, CAMTC does not recognize body sculpting as a form of massage and thus body sculptors will not be able to meet the requirements under Carson Municipal Code. The City Council is being asked to approve an ordinance that will expressly exclude body sculpting from massage parlors.

V. FISCAL IMPACT

There is no fiscal impact associated with the adoption of this Ordinance.

VI. EXHIBITS

1. Ordinance No. 25-2502 Body Sculpting

Attachments

[Exhibit 1. Ordinance 25-2502 Body Sculpting.pdf](#)

ORDINANCE NO. 25-2502

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 63134 (MASSAGE PARLORS), SECTION 63134.4 (SAME – EXCEPTION) AND SECTION 63135 (MASSAGE TECHNICIANS) OF PART 5 (BUSINESSES, PROFESSIONS, TRADES AND OCCUPATIONS REQUIRING A PERMIT) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF THE CARSON MUNICIPAL CODE TO EXPRESSLY EXCLUDE BODY SCULPTING FROM DEFINITION OF MESSAGE

WHEREAS, the existing provisions of the City of Carson Municipal Code do not address licensing requirements for body sculpting establishments and moreover, the existing regulations governing massage establishments could be interpreted as being applicable to body sculpting establishments; and

WHEREAS, massage technicians are required to have valid massage certificates issued by the California Massage Therapy Council which does not issue certificates to body sculpting establishments; and

WHEREAS, the City Council now sees fit to adopt this Ordinance for the purpose of expressly clarifying that sculpting businesses are not the same as massage establishments and are therefore, not subject to the same State certification regulations.

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.

SECTION 2. CEQA. This Ordinance has been reviewed by the City Council with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq.*, hereafter the “CEQA Guidelines”), and any applicable local CEQA policies and procedures and City has determined that this Ordinance is not a “project” for purposes of CEQA, as that term is defined by CEQA Guidelines Section 15378, because City has determined, in its discretion and based on substantial evidence, that this Ordinance concerns organizational or administrative activities and presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 3. AMENDMENT. Section 63134 (Massage Parlors), Section 63134.4 (Same – Exception) and Section 63135 (Massage Technicians) of Part 5 (Businesses, Professions, Trades and Occupations Requiring a Permit) of Chapter 3 (Business, Professions, and Trades) of the Carson Municipal Code are hereby amended to read in their entirety as follows:

“63134 Massage Parlors.

Permit Fee \$2,500. In addition to the requirements of CMC 6374, an application for a permit for a massage parlor permit also shall show fingerprints and thumbprints of the applicant, unless specifically waived by the Director of Finance. “Massage parlor” means a place where massages, fomentations, electric or magnetic treatment or alcohol rubs are administered or given. For purpose of this Part, “massage” means any method of pressure on, friction against, stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating the external parts of the human body with the hands or any apparatus with or without such supplementary aids as: liniment; antiseptic; oil; powder; cream; lotion; ointment or other similar preparations. “Massage” shall include, but not be limited to, the following: muscle therapy; facial massage; shiatsu; Turkish baths; acupressure; reflexology; and related actions or services. Notwithstanding the preceding, “massage parlor” shall not include any health, medical or beauty-related establishment that offers massage services that are both (a) incidental to the primary business; (b) administered solely by means of customer-operated equipment in a private cubicle, room or booth on the business premises; and (c) pursuant to a cosmetology license to perform pedicures and foot massages. ***“Massage parlor” also shall not include body sculpting establishments. “Body sculpting” refers to non-invasive cosmetic procedures aimed at enhancing body shape and contour through techniques that may include, but are not limited to, cryolipolysis, radiofrequency, and ultrasound therapy and other similar modalities.***

“63134.4 Same- Exception.

CMC 63134 to 63134.3 do not apply to the following:

- (a) Any treatment administered in good faith in the course of practice of any healing art personally by any person duly certified by and in good standing with the massage therapy organization as set forth in Business and Professions Code Section 4600 et seq.
- (b) Barbers and beauticians who are duly licensed under the laws of the State of California while engaging in practice within the scope of their licenses; provided, however, that this provision shall apply solely to the massaging of the neck, face and scalp and, in connection with manicures and pedicures, the hands and feet.
- (c) “Massage businesses” or “establishments” as defined under Section 4612(b)(1) of the California Business and Professions Code, except that such businesses or establishments shall not be exempt from this chapter to the extent Section 4612 permits the regulation of zoning, business licensing, reasonable health and safety requirements of such businesses or establishments by local ordinance.
- (d) Body sculpting establishments permitted under California law engaging in noninvasive practice within the scope of their profession.”***

“63135 Massage Technicians.

Permit Fee \$250.00. As used in this Part “massage technician” means any person, male or female, who administers to another person, for any form of consideration, a massage, alcohol rub, fomentation, bath, electric or magnetic massage procedure, manipulation of the body, or other similar procedure. *“Massage technician” does not include body sculpting specialists.*”

SECTION 4. 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 thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 6. 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.

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PASSED, APPROVED and ADOPTED 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, January 21, 2025, 5:00 PM

DISCUSSION 30.

To: Honorable Mayor and City Council

From: John Raymond, CRA Executive Director and Assistant City Manager CD Administration

Subject: CONSIDER A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, WEST BASIN MUNICIPAL WATER DISTRICT, THE SOUTH BAY WORKFORCE INVESTMENT BOARD, AND THE CITY OF CARSON TO OUTLINE HOW THE PARTIES WILL COLLABORATE TO PROVIDE WORKFORCE DEVELOPMENT OUTREACH THROUGH EQUITABLE ACCESS TO JOB OPPORTUNITIES AND CAREER PATHWAYS TO COMMUNITY MEMBERS OF CARSON, INCLUDING K-12 PATHWAY OUTREACH, INFORMATION SESSIONS, AND INTERNSHIP OPPORTUNITIES THAT PROVIDE INDUSTRY AWARENESS AND WORK READINESS SKILLS (CITY COUNCIL)

I. SUMMARY

The City aims to provide its residents with opportunities for employment and training in trades and professions that will allow participants to develop skills and work at good paying jobs capable of sustaining families. The City has partnered with the the South Bay Workforce Investment Board (the "South Bay WIB") on several prior job training and job placement outreach events. Additionally, the City provides space at its community center to the South Bay WIB to operate one of its One Stop Centers, offering local residents convenient access to valuable career resources.

The City has developed a robust economic development program to spur private investment in the community that will create jobs and has partnered with a number of its public sector partners with a presence in Carson to foster strong partnerships and support the career growth of aspiring professionals. In partnership with the Metropolitan Water District of Southern California, a public agency organized under the Metropolitan Water District Act of the State of California ("MWD"), County Sanitation District No. 2 of Los Angeles County, a county sanitation district organized and existing pursuant to California Health and Safety Code Section 4700 et seq. (the "Sanitation District"), West Basin Municipal Water District ("WBMWD"), and the South Bay WIB, the City intends to provide community members with an opportunity to learn about these industries, develop work readiness skills through internship opportunities, and gain equitable access to apply for various job opportunities.

This MOU is intended to provide a framework for MWD, the South Bay WIB, and the other parties to the MOU to coordinate their job training, internship, mentorship, and other services to residents of the City of Carson in the area of water treatment, wastewater treatment, and other related trades.

II. RECOMMENDATION

1. **APPROVE** A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, WEST BASIN MUNICIPAL WATER DISTRICT, THE SOUTH BAY WORKFORCE INVESTMENT BOARD, AND THE CITY OF CARSON TO OUTLINE HOW THE PARTIES WILL COLLABORATE TO PROVIDE WORKFORCE DEVELOPMENT OUTREACH THROUGH EQUITABLE ACCESS TO JOB OPPORTUNITIES AND CAREER PATHWAYS TO COMMUNITY MEMBERS OF CARSON, INCLUDING K-12 PATHWAY OUTREACH, INFORMATION SESSIONS, AND INTERNSHIP OPPORTUNITIES THAT PROVIDE INDUSTRY AWARENESS AND WORK READINESS SKILLS.
2. **AUTHORIZE** the Mayor to execute the document electronically in a form acceptable to the City Attorney.

III. ALTERNATIVES

TAKE another action the Council deems appropriate.

IV. BACKGROUND

MWD's Pure Water Southern California project will diversify water supplies and ensure water reliability within the MWD's jurisdiction. Starting from the Sanitation District Facility located at 24501 S. Figueroa Street in Carson, MWD will construct a tertiary treatment plant and intends to install and construct a large 84-inch pipe within City streets as follows: north along Main Street, east along Sepulveda Boulevard to Alameda Street, north along Alameda Street to Del Amo Boulevard, and east along Del Amo Boulevard to the eastern boundary of the City. The Pure Water program is still in the environmental review stages and won't be operational until at least 2032.

Given the significant presence of the Pure Water project in Carson and its associated impacts to the community during the construction phase, the City began to negotiate an MOU with MWD for the mitigation of construction impacts and other community benefits including local hiring and job training. In early 2024 the parties pivoted to negotiating an MOU solely focused on job training and hiring, with the construction-related MOU to be completed later in 2025. While the opening of the Pure Water Program gives the parties plenty of time to develop a program, the City and MWD both wanted to have an effective program in place much sooner than that.

Initially discussions focused on MWD creating a training program for Pure Water and probably other water treatment activities. One question was if the program were operated solely by MWD to fill its own open entry-level positions, would its size would be limited because the they only has so many openings every year? The City wanted to ensure there were jobs available for all those completing the program. One solution was that MWD could increase the size of the job pool by inviting partner agencies to participate. If that would occur, however, those agencies would also want the residents of their jurisdictions to be able to participate, which would increase the size and scale of the program but then it wouldn't be a "Carson-only" program.

Another option for a partnership would be adding the County Sanitation District(s) or other similar agencies. But while water treatment and wastewater treatment are similar they are not the same and are very different in licensing. Certain practical questions were also raised, such as where the training would occur. (If it's for Carson residents it should be in or near Carson.) The City pictured it at the Pure Water demonstration plant at the Sanitation District, but that may not be an adequate or appropriate facility. We discussed hosting it at one of the local colleges, which is a traditional choice for classroom training, but there may still need to be hands on or field work as part of the course and that may only be at a working water treatment facility. There were a number of other specific questions about the logistics as well, such as whether the program should be solely evening classes, and whether there would be access to a water treatment facility, especially during the evening.

In the end, the specific training program for the Pure Water project is still under development, and Cal State Dominguez Hills' College of Continuing Education has been part of the discussion and may be responsible for developing the curriculum. Pure Water is such a cutting edge project that it will require the creation of a new license, so any curriculum would have to be modified and updated from existing programs.

This agreement is a framework for the creation of future, more specific agreements. Bringing in the Sanitation District and WBMWD has broadened the reach of the program and created more internship and employment opportunities for participants. Partnering with the South Bay WIB adds additional expertise and resources in the development of internship, mentorship, job training, and recruitment programs. All of the agencies face similar challenges in terms of reaching new, well-trained applicants and have a desire to improve community outreach (especially to students) and awareness of their industries and the quality of the jobs they offer. The immediate benefits would be:

MOU Benefits

1. Development of work readiness opportunities in a stable and rewarding governmental service field.
2. Creation of a well-prepared and competitive candidate pool for MWD, the Sanitation District, WBMWD, and the broader water industry.
3. Foster collaboration and knowledge exchange between the City, MWD, the Sanitation District, WBMWD and the South Bay WIB.

The City would assist MWD, the Sanitation District, and WBMWD on marketing of information sessions and internship opportunities and coordinate with MWD, the Sanitation District, WBMWD, and the South Bay WIB on outreach efforts related to the purposes of this MOU. The agencies would collaborate with each other (MWD, the County Sanitation District, and WBMWD) on the development of K-12 outreach material and outreach to K-12 classrooms regarding career pathways and host interns at their respective facilities (Grace F. Napolitano Pure Water Southern California Innovation Center for MWD, A.K. Warren Water Resource Facility for the County Sanitation District, and an appropriate WBMWD facility) to gain industry knowledge and work readiness skills.

The South Bay WIB will collaborate with MWD, County Sanitation District, and WBMWD on internship opportunities, including pre-apprenticeship and apprenticeship programs that best fits each partner. In addition, they will advertise, recruit, and case manage the internship program, up to and including providing full funding of the internship program hosting interns at MWD, County Sanitation District, and WBMWD pursuant to this MOU and contingent upon availability of funds.

Mutual responsibilities

Mutual Responsibilities include that the parties will develop an agreement that includes internship program guidelines, processes, and criteria through collaboration between all Parties, promote the workforce development outreach efforts through the means available to each of the parties, and regularly assess and adapt, as necessary, outreach efforts and the internship program based on feedback from interns, mentors, supervisors, and partners.

To summarize, this is the first MOU of several. Later agreements will be more specific to the creation of training programs and may include Cal State Dominguez Hills, and there will be more specific two-party or multi-party agreements related to the internship and recruitment programs.

V. FISCAL IMPACT

There is no fiscal impact to the City at this point.

VI. EXHIBITS

1. Memorandum of Understanding (MOU)

Attachments

[Memorandum of Understanding \(MOU\).](#)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of _____, 2024 ("Effective Date"), by and between The Metropolitan Water District of Southern California, a public agency organized under The Metropolitan Water District Act of the State of California ("MWD" or the "District"), County Sanitation District No. 2 of Los Angeles County, a county sanitation district organized and existing pursuant to California Health and Safety Code Section 4700 et seq. (the "Sanitation District"), West Basin Municipal Water District ("WBMWD"), the South Bay Workforce Investment Board (the "South Bay WIB"), and the City of Carson ("Carson" or the "City"), (each individually, a "Party" and all together, the "Parties").

The intent of this MOU is to outline how the Parties will collaborate to provide workforce development outreach through equitable access to job opportunities and career pathways to community members of Carson, including K-12 career pathway education outreach, information sessions, and internship program opportunities that provide industry awareness and work readiness skills.

RECITALS

WHEREAS, MWD is a public agency organized and existing under The Metropolitan Water District Act of the State of California, California Statutes 1927, Chapter 429, as reenacted in 1969 as Chapter 209, as amended ("Act"), and is authorized by the Act to develop, transport, store, and distribute water to its Member Agencies which are located throughout the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura.

WHEREAS, the City has discussed with MWD, the Sanitation District, WBMWD, and the South Bay WIB its desire to develop, promote, or sponsor industry awareness and work readiness skills for Carson residents.

WHEREAS, MWD, the Sanitation District, and WBMWD, are committed to providing K-12 career pathway education outreach to elementary schools and high schools in the City.

WHEREAS, MWD, the Sanitation District, and WBMWD, are committed to providing information sessions for community organizations and/or community members, focusing on application and recruitment processes, career pathways, and job opportunities.

WHEREAS, MWD, WBMWD, and the Sanitation District, in collaboration with the South Bay WIB, will host interns at their respective facilities to provide work readiness skills.

WHEREAS, South Bay WIB currently has available resources to fund the interns placed at MWD, WBMWD, and the Sanitation District's facilities.

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:

I. Objective

The City aims to provide its residents with opportunities for employment and training in trades and professions that will allow participants to develop skills and work at good paying jobs capable of sustaining families. The City has partnered with the South Bay WIB on several prior job training and job placement outreach events. Additionally, the City provides space at its community center to the South Bay WIB to

operate one of its One Stop Centers, offering local residents convenient access to valuable career resources.

The City has developed a robust economic development program to spur private investment in the community that will create jobs and has partnered with a number of its public sector partners with a presence in Carson to foster strong partnerships and support the career growth of aspiring professionals. In partnership with MWD, the Sanitation District, WBMWD, and the South Bay WIB, the City intends to provide community members with an opportunity to learn about these industries, develop work readiness skills through internship opportunities, and gain equitable access to apply for various job opportunities.

II. MOU Benefits

1. Development of work readiness opportunities in a stable and rewarding governmental service field.
2. Creation of a well-prepared and competitive candidate pool for MWD, the Sanitation District, WBMWD, and the broader water industry.
3. Foster collaboration and knowledge exchange between the City, MWD, the Sanitation District, WBMWD and the South Bay WIB.

III. City Responsibilities

1. Assist MWD, the Sanitation District, and WBMWD on marketing of information sessions and internship opportunities.
2. Coordinate with MWD, the Sanitation District, WBMWD, and the South Bay WIB on outreach efforts related to the purposes of this MOU.

IV. MWD Responsibilities

1. Collaborate with the LA County Sanitation District and WBMWD on the development of K-12 outreach material and outreach to K-12 classrooms regarding career pathways.
2. Host interns at the Grace F. Napolitano Pure Water Southern California Innovation Center to gain industry knowledge and work readiness skills.

V. County Sanitation District No. 2 of Los Angeles County Responsibilities

1. Collaborate with the MWD and WBMWD on the development of K-12 outreach material and outreach to K-12 classrooms regarding career pathways.
2. Host interns at the A.K. Warren Water Resource Facility to gain industry knowledge and work readiness skills.

VI. WBMWD responsibilities

1. Collaborate with MWD and the LA County Sanitation District on the development of K-12 outreach material and outreach to classrooms regarding career pathways.

2. Host interns at an appropriate WBMWD facility to gain industry knowledge and work readiness skills.

VII. South Bay Workforce Investment Board responsibilities

1. Collaborate with MWD, LA County Sanitation District, and WBMWD on internship opportunities, including pre-apprenticeship and apprenticeship programs that best fits each partner.
2. Advertise, recruit, and case manage the internship program.
3. Provide full funding of the internship program hosting interns at MWD, LA County Sanitation District, and WBMWD pursuant to this MOU and contingent upon availability of funds.

VIII. Mutual Responsibilities

1. Develop an agreement that includes internship program guidelines, processes, and criteria through collaboration between all Parties.
2. Promote the workforce development outreach efforts through the means available to each of the Parties.
3. Regularly assess and adapt, as necessary, outreach efforts and the internship program based on feedback from interns, mentors, supervisors, and partners.

IX. General Provisions

a. Term and Termination

1. This MOU shall be effective for three (3) years following the date of execution by the last Party to approve this MOU ("Effective Date"), unless terminated sooner pursuant to Article IX.a.2 below. This MOU may be renewed in yearly intervals upon mutual agreement of all Parties.
2. This MOU may be terminated by any Party with or without cause by providing written notice to the other Parties at least thirty (30) days prior to the effective termination date.
3. This MOU constitutes the entire agreement related to the subject matter hereof among the Parties. There are no additional expressed or implied agreements written or oral relating to the subject matter hereof among the Parties except as expressly stated in this MOU.
4. This MOU is a non-binding agreement that all Parties have entered into in good faith. Any of the Parties may disassociate from the effort without penalty or liability by notifying the others in writing.

b. Nondiscrimination

In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, the Parties will not discriminate on the basis of race, color, sex, religion, national origin, age, disability, veteran status, sexual orientation or gender identity in their administration of policies, the workforce

development outreach efforts, or activities; admission policies; internship program, other programs, or employment.

c. Use of Name

The Parties agree not to use each other's names in any advertising or other form of publicity without the prior written consent of that Party, except to the extent that any Party may use the name of the other Parties in announcing this MOU through a press release and during the recruitment process. This provision survives the termination of this MOU.

d. Amendments

This MOU may be amended at any time by mutual written agreement of the Parties without additional consideration.

e. Entire MOU

This MOU is the entire MOU between the Parties. No other MOUs, oral or written, have been entered into with respect to the subject matter of this MOU.

f. Governing Law

The validity, interpretation, and performance of this MOU shall be governed by and construed in accordance with the laws of the State of California.

g. Successors and Assignment

The Parties will not assign or transfer its interest in this MOU or any responsibilities to be performed without amending this MOU.

h. Notices

The below persons are the principal points of contact of the Parties with respect to this MOU. Unless otherwise agreed to, all information sharing among the Parties described in this MOU will flow between these points of contact. The Parties agree to notify all the Parties of any changes to their points of contact as soon as practicable.

Brenda Martinez, DEI Workforce Development, Metropolitan Water District of Southern California

Raymond Tremblay, Departmental Engineer, Facilities Planning, Los Angeles County Sanitation District

E.J. Caldwell, General Manager, West Basin Municipal Water District

Jan Vogel, Executive Director, South Bay Workforce Investment Board

John S. Raymond, Assistant City Manager, City of Carson

All legal notices or other communication provided for in this MOU shall be given to the Parties addressed as follows:

TO MWD:

Metropolitan Water District of Southern California, 700 N. Alameda St., Los Angeles, CA 90012

TO COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY:

Los Angeles County Sanitation District, 1955 Workman Mill Road, Whittier, CA, CA 90601

TO WBMWD:

West Basin Municipal Water District, 17140 S. Avalon Blvd. Carson, CA 90746

TO SOUTH BAY WIB:

South Bay Workforce Investment Board, 1220 Engracia Ave. Torrance, CA 90501

TO CITY:

City of Carson 701 E. Carson Street Carson, CA 90745 Carson, CA 90747 Attn: City Manager's Office

i. Authority

Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this MOU and that this MOU does not violate any of its existing MOU or obligations.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized officers, effective as of the Effective Date.

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

BY

Name:

Title:

Dated:

APPROVED AS TO FORM:

By _____
Senior Deputy General Counsel

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

By: _____
Chairperson, Board of Directors

ATTEST:

By _____
Secretary to the Board

APPROVED AS TO FORM:

Lewis Brisbois & Bisgaard & Smith, LLP

By _____
District Counsel

WEST BASIN MUNICIPAL WATER DISTRICT

BY

Name:

Title:

Dated:

BY

Name:

Title:

Dated:

SOUTH BAY WORKFORCE INVESTMENT BOARD

BY

Name:

Title:

Dated:

BY

Name:

Title:

Dated:

CITY OF CARSON, CALIFORNIA

BY

Name:

Title:

Dated:

BY

Name:

Title:

Dated:

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney
[rjl]



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

DISCUSSION 31.

To: Honorable Mayor and City Council

From: Michael George, Assistant to the City Manager

Subject: CONSIDER ADOPTING URGENCY ORDINANCE 25-2503U AND CONSIDER APPROVING RESOLUTION 25-011 TO SUPPORT THE RELIEF AND RECOVERY EFFORT IN RESPONSE TO THE JANUARY 2025 FIRES IN THE LOS ANGELES AREA (CITY COUNCIL)

I. SUMMARY

This item is on the agenda at the request of Mayor Davis-Holmes and requests the City Council to adopt Urgency Ordinance 25-2503U and to approve Resolution 25-011 to help provide relief to the victims of the January 2025 fires in the Los Angeles area.

Adoption of the proposed urgency ordinance will provide a 90-day suspension of the City of Carson short-term rental prohibition by immediately suspending Municipal Code Section 93162.3. This will allow for greater flexibility in rental regulations, providing displaced individuals and families with access to housing accommodations in the City of Carson during this time of emergency. At the end of the 90 days, this suspension shall sunset, unless extended by the City Council.

Approval of Resolution 25-011 allows the City Council to formally express its solidarity and support to the leaders of the City of Los Angeles and Los Angeles County for their relief efforts in response to the tragic January 2025 fires.

The City of Carson has launched "Operation Carson Cares" to support the relief efforts and encourages local community engagement in what will be a long recovery effort. The City also recognizes the importance of regional solidarity and collaboration in times of crisis, and stands committed to continue supporting recovery efforts in the City of Los Angeles and Los Angeles County.

Additionally, The City of Carson encourages local residents, businesses, religious organizations, and community organizations to continue supporting the recovery efforts through donations, volunteering, and staying informed about opportunities to assist in rebuilding efforts, particularly for the most disadvantaged and marginalized communities impacted by the fires.

II. RECOMMENDATION

1. ADOPT, by a two-thirds affirmative vote of the City Council, Ordinance 25-2503U, "AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, STATE OF CALIFORNIA, SUSPENDING MUNICIPAL CODE SECTION 93162.3 FOR THE DURATION OF THIS ORDINANCE"
2. APPROVE Resolution 25-011

III. ALTERNATIVES

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

IV. BACKGROUND

See Urgency Ordinance 25-2503U and Resolution 25-011, attached as Exhibits 1 and 2.

V. FISCAL IMPACT

None, as this item pertains only to the adoption of the proposed Resolution and Urgency Ordinance.

VI. EXHIBITS

1. Urgency Ordinance 25-2503U
2. Resolution 25-011

Attachments

[Urgency Ordinance 25-2503U](#)

[Resolution 25-011](#)

URGENCY ORDINANCE NO. 25-2503U

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF CARSON, STATE OF CALIFORNIA,
SUSPENDING MUNICIPAL CODE SECTION 93162.3 FOR
THE DURATION OF THIS ORDINANCE**

WHEREAS, certain areas within the City of Los Angeles and Los Angeles County, particularly the communities of Altadena and the Pacific Palisades, have recently experienced catastrophic devastation due to the January 2025 Santa Ana Windstorm and Critical Fire Events, which included sustained winds and dangerous gusts of over eighty (80) miles per hour, wind-driven and destructive fires, and which led to multiple disaster declarations and states of emergency in several jurisdictions; and

WHEREAS, these unprecedented winds and fires have caused loss of life, collectively burned over 39,000 acres, destroyed or damaged more than 12,000 structures including homes and businesses, displaced thousands of families, destroyed infrastructure, and caused power outages, downed trees, road closures, rockslides, and significant debris; and

WHEREAS, the winds and fires have caused immense damage to natural resources, forcing many individuals and families to evacuate, and leaving others in need of immediate assistance and long-term recovery; and

WHEREAS, pursuant to Government Code § 36937, subdivision (b), any ordinance for the immediate preservation of the public peace, health, or safety, containing a declaration of the facts constituting the urgency, that is passed by a four-fifths vote of the City Council, shall take effect immediately upon its adoption; and

WHEREAS, pursuant to City of Carson's Charter Sections 313(F) and 316(4), "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;" and

WHEREAS, due to the urgent need to provide housing accommodations for displaced residents, it is necessary to temporarily suspend the enforcement of Municipal Code Section 93162.3 in residential and mixed-use zones, to enable rental opportunities for those affected by the fires; and

WHEREAS, based on the foregoing, the City Council seeks and intends to protect the health, safety, and welfare of residents by suspending enforcement of short-term rental restrictions to assist residents impacted by the emergency situation presented by the fires and the potential displacement of individuals and families.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY 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. URGENCY FINDINGS. The City Council of the City of Carson hereby finds, determines, and declares that:

A. The City of Carson is experiencing an urgent need to temporarily suspend the enforcement of Municipal Code Section 93612.3 regarding short-term rentals in residential and mixed-use zones due to the imminent fires, which has caused the displacement of many residents in the State of California.

B. The immediate suspension of Municipal Code Section 93162.3 will allow for greater flexibility in rental regulations, providing displaced individuals and families with housing accommodations during this time of emergency.

C. For the duration of this Ordinance, Municipal Code Section 93162.3 shall be suspended and shall not be enforced with respect to residential or mixed-use zones. During this period, short-term rentals may be permitted in these zones in accordance with any regulations promulgated by the City Manager.

D. The City Manager shall have the authority to promulgate temporary regulations concerning short-term rentals in residential and mixed-use zones during the period in which this Ordinance is in effect. These regulations shall be designed to address the issues prompting the suspension of Municipal Code Section 93162.3 and may include, but are not limited to, guidelines regarding rental during the period in which this Ordinance is in effect, enforcement mechanisms, temporary accommodations, and references to any requirements such as the need to obtain permits.

E. This Ordinance shall sunset and be of no force and effect after ninety (90) days from its adoption, unless extended by the City Council.

SECTION 3. ENVIRONMENTAL REVIEW. Pursuant to the California Environmental Quality Act (“CEQA”) Guidelines § 15378, the City Council finds that this Urgency Ordinance is not a “project” because its adoption is not an activity that has the potential for a direct physical change or reasonably foreseeable indirect physical change to the environment. Accordingly, this Urgency Ordinance is not subject to CEQA.

SECTION 4. 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 thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. 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) vote of the City Council.

SECTION 6. 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.

PASSED, APPROVED, and ADOPTED by a two-thirds affirmative vote of the City Council at a regular meeting of the City Council on this 21st day of January 2025.

CITY OF CARSON

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, do hereby attest to and certify that the foregoing Ordinance, being Ordinance 25-2503U was adopted by the Carson City Council at its meeting held on the 21st day of January, 2025, by the following roll call vote:

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

By: _____
Dr. Khaleah K. Bradshaw, City Clerk

RESOLUTION NO. 25-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, EXPRESSING SOLIDARITY AND SUPPORT TO THE LEADERS OF THE CITY OF LOS ANGELES AND LOS ANGELES COUNTY FOR THEIR RECOVERY EFFORTS FOLLOWING THE JANUARY 2025 CATASTROPHIC AND DEVASTATING FIRES IN THE LOS ANGELES AREA

WHEREAS, the City of Carson stands in proud solidarity with its neighboring cities and communities during times of emergency, crisis, and recovery; and

WHEREAS, certain areas within the City of Los Angeles and Los Angeles County, most especially the communities of Altadena and the Pacific Palisades, have recently experienced catastrophic devastation due to the January 2025 Windstorm and Critical Fire Events, which included sustained winds and dangerous gusts of over 80 mph, wind-driven and destructive fires, and which led to multiple disaster declarations and states of emergency in several jurisdictions; and

WHEREAS, these unprecedented winds and fires have tragically caused loss of life, collectively burned over 39,000 acres, destroyed or damaged more than 12,000 structures including homes and businesses, displaced thousands of families including marginalized communities of color, destroyed infrastructure, and caused power outages, downed trees, road closures, rockslides, and significant debris; and

WHEREAS, the winds and fires have caused immense damage to natural resources, forcing many individuals and families to evacuate, and leaving others in need of immediate assistance and long-term recovery; and

WHEREAS, the City of Carson commends and stands in support and solidarity with the leaders of the City of Los Angeles and Los Angeles County during this extremely challenging crisis, including Mayor Karen Bass, Los Angeles County Supervisors Kathryn Barger and Lindsey Horvath, Los Angeles County Sheriff Department Chief Robert Luna, Los Angeles County Fire Department Chief Anthony Marrone, City of Los Angeles Police Chief Jim McDonnell, and City of Los Angeles Fire Department Chief Kristen Crowley, who have shown leadership and coordination in response to the crisis, mobilizing resources, providing emergency assistance, and ensuring the needs of impacted communities are met during this challenging time; and

WHEREAS, the City of Carson has launched “Operation Carson Cares” to support the relief efforts and encourages local community engagement in what will be a long recovery effort, recognizes the importance of regional solidarity and collaboration in times of crisis, and stands committed to continue supporting recovery efforts in the City of Los Angeles and Los Angeles County.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, DOES

HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City of Carson expresses its full support and solidarity with the leaders of the City of Los Angeles and Los Angeles County in their recovery efforts following the recent catastrophic fires.

SECTION 2. The City of Carson recognizes the dedication and tireless work of the local officials, first responders, emergency personnel, and volunteers in providing recovery and relief to the residents and businesses impacted by the fires.

SECTION 3. The City of Carson reaffirms its commitment to regional collaboration and cooperation to support recovery efforts and ensure the community emerges stronger and more resilient.

SECTION 4. The City of Carson encourages local residents, businesses, religious organizations, and community organizations to continue supporting the recovery efforts through donations, volunteering, and staying informed about opportunities to assist in rebuilding efforts, particularly for the most disadvantaged and marginalized communities impacted by the fires.

PASSED, APPROVED AND ADOPTED this 21st day of January 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. 25-011, was passed and approved by the City Council of the City of Carson at its meeting held on January 21, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Khaleah K. Bradshaw, City Clerk



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, January 21, 2025, 5:00 PM

DISCUSSION 32.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk 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 January 7, 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 - January 21, 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

		<u>Appointed</u>	<u>Term Expires</u>
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
Pandolfo, Katie (JH)		12-06-22	11-30-26
Sparrow, Clyde (LDH)		04-04-23	11-30-26
Wallace, Deborah (LDH)		04-04-23	11-30-26
Watar, Nasser (JD)		12-03-24	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
O'Leary, Danielle (LDH)	Alt. 3	02-06-24	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

	<u>Appointed</u>	<u>Term Expires</u>
Vacant (JH)		11-30-26
Swayzer, Ezekiel (LDH)	12-03-24	11-30-26
Hopson, Lillian (LDH)**	12-03-24	11-30-26
Tresvant, Christina (LDH)	12-03-24	11-30-26
Koons, William (JD)	12-03-24	11-30-26
Peralta, Maribel (AR)	01-07-25	11-30-26
Edwards, Lashon (LDH)	12-03-24	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

	<u>Appointed</u>	<u>Term Expires</u>
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
Vacant (LDH) Alt. 3		11-30-26
Vacant (LDH) Youth		11-30-26
Vacant (LDH) Youth		11-30-26

[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

		<u>Appointed</u>	<u>Term Expires</u>
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
Ramos, Oscar (LDH)**		12-03-24	11-30-26
Brown Sr., Kelvin (LDH)	Alt. 1	12-03-24	11-30-26
Johnson, Jo Jacqueline (LDH)	Alt. 2	12-03-24	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

		<u>Appointed</u>	<u>Term Expires</u>
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: Margie Revilla-Garcia, Public Information Manager x1741
 Support Staff: Christine Foisia, Senior Clerk x1740

		<u>Appointed</u>	<u>Term Expires</u>
Eatman, Sonya (LDH)	Community Representative	12-03-24	11-30-26
Gomez, Freddie (LDH)**	Community Representative	12-03-24	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. Denise (JH)	Public Relations Specialist	04-04-23	11-30-26
Guillory, Rachelle (LDH)	Alt. 1	12-03-24	11-30-26
Waddis, Dorcas (LDH)	Alt. 2	12-03-24	11-30-26
Vacant (LDH)	Alt. 3		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

		<u>Appointed</u>	<u>Term Expires</u>
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
Childs, Aisha (LDH)	Alt. 3	12-03-24	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

		<u>Appointed</u>	<u>Term Expires</u>
Baddeley, Kevin (AR)		12-06-22	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
Cottrell, John (LDH)	Alt. 2	12-03-24	11-30-26
Vacant (LDH)	Alt. 3		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. Svcs. x1780; Dani Cook, Human Svcs. Supv. X04/04/2
 Support Staff: Brenda Reed, Senior Clerk x1775;

		<u>Appointed</u>	<u>Term Expires</u>
Graves, Shirley (LDH)**		12-03-24	11-30-26
Lopez, Delia (LDH)		12-03-24	11-30-26
Cole, Daniel (AR)		12-06-22	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
Leverette, Ernestine (LDH)	Alt. 2	12-03-24	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: Kisheem Tulloss, Council Aide x1711
Support Staff: Mikala Multiauaopele, Division Secretary x3557

	<u>Appointed</u>	<u>Term Expires</u>
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

		<u>Appointed</u>	<u>Term Expires</u>
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

		<u>Appointed</u>	<u>Term Expires</u>
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	06-30-25
Macias, Lea (LDH)		01-07-25	06-30-25
Vacant (LDH)	Alt. 1		06-30-25
Vacant (LDH)	Alt. 2		06-30-25
Vacant (LDH)	Alt. 3		06-30-25

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

		<u>Appointed</u>	<u>Term Expires</u>
Dorsey-Reeves, Vera (CH)		04-04-23	11-30-26
Vacant (AR)			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
Fullbright, Lisa Ratrell (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26

[14] Mobilehome Park Rental Review Board*

Established by: Ordinance No. 79-485U. §4702: § 607 of the City 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

		<u>Appointed</u>	<u>Term Expires</u>
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
Vacant (LDH)	Park owner Alt. [2]		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]	08-08-24	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

	<u>Appointed</u>	<u>Term Expires</u>
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

	<u>Appointed</u>	<u>Term Expires</u>
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

	<u>Appointed</u>	<u>Term Expires</u>
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

Mayor Davis-Holmes
Councilmember Rojas

Appointed

12-03-24
12-03-24

[19] Community Development/Housing/Logistics & Transit Standing Committee

Established by Minute Order 04-02-19

Mayor Davis-Holmes
Councilmember Hicks

Appointed

12-03-24
12-03-24

[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee

Established by Minute Order 04-02-19

Councilmember Hicks
Mayor Pro Tempore Hilton

Appointed

06-01-21
06-01-21

[21] Legislative Ad Hoc Committee

Established by Minute Order 02-16-21

Mayor Pro Tempore Dr. Hilton
Councilmember Hicks

Appointed

12-03-24
12-03-24

[22] City Hall/Community Center Renovation Ad Hoc Committee

Established by Minute Order 01-26-21

Mayor Davis-Holmes
Mayor Pro Tempore Hilton

Appointed

01-26-21
01-26-21

[23] Economic Development/E-Commerce Ad Hoc Committee

Established by Minute Order 03-02-21

Mayor Davis-Holmes
Councilmember Hicks

Appointed

03-02-21
03-02-21

[24] Conditional Use Permit Ad Hoc Committee

Established by Minute Order 04-05-22

Mayor Davis-Holmes
Mayor Pro Tempore Hilton

Appointed

04-05-22
04-05-22

<p>[25] <u>Housing Ad Hoc Committee</u> Established by Minute Order 03-16-21</p> <p>Mayor Pro Tempore Hilton Councilmember Hicks</p>	<p><u>Appointed</u> 12-03-24 12-03-24</p>
<p>[26] <u>Diversity, Equity and Inclusion Ad Hoc Committee</u> Established by Minute Order 09-07-21</p> <p>Mayor Pro Tempore Hilton Councilmember Rojas</p>	<p><u>Appointed</u> 09-07-21 03-01-22</p>
<p>[27] <u>Standard Management Procedures and Special Events Ad Hoc Committee</u> Established by Minute Order 01-04-22</p> <p>Mayor Davis-Holmes Mayor Pro Tempore Hilton</p>	<p><u>Appointed</u> 01-04-22 01-04-22</p>
<p>[28] <u>Cell 2 Settlement Ad Hoc Committee</u> Established by Minute Order 02-07-22 (Carson Reclamation Authority)</p> <p>Authority Chair Lula Davis-Holmes Board Member Dianne Thomas</p>	<p><u>Appointed</u> 02-07-22 02-07-22</p>
<p>[29] <u>School Safety Ad Hoc Committee</u> Established by Minute Order 02-15-22</p> <p>Mayor Pro Tempore Hilton Councilmember Rojas Captain Jones Norman</p>	<p><u>Appointed</u> 12-03-24 12-03-24 12-03-24</p>
<p>[30] <u>Carson Finance and Audit Committee</u> Established by Minute Order 06-20-23</p> <p>Mayor Davis-Holmes Councilmember Rojas</p>	<p><u>Appointed</u> 06-20-23 06-20-23</p>
<p>[31] <u>Short-Term Rentals Ad Hoc Committee</u> Established by Minute Order 03-02-21 Established by Minute Order 10-03-23</p> <p>Mayor Davis-Holmes Mayor Pro Tempore Hilton</p>	<p><u>Appointed</u> 10-03-23 10-03-23</p>
<p>[32] <u>Special Event Ad Hoc Committee</u> Established by Minute Order 06-06-24</p> <p>Mayor Davis-Holmes Mayor Pro Tempore Dr. Hilton</p>	<p><u>Appointed</u> 06-06-24 06-06-24</p>
<p>[33] <u>LA '28 Olympics Ad Hoc Committee</u> Established by Minute Order 07-16-24</p> <p>Mayor Davis-Holmes Mayor Pro Tempore Dr. Hilton</p>	<p><u>Appointed</u> 07-16-24 07-16-24</p>

[34] Refinery Ad Hoc Committee

Established by Minute Order 12-03-24

Mayor Davis-Holmes
Councilmember Hicks

Appointed

12-03-24

12-03-24

[35] Grocery Store Ad Hoc Committee

Established by Minute Order 06-18-24

Mayor Pro Tempore Hilton Member
Councilmember Hicks Member

Appointed

06-18-24

06-18-24

[36] Gil Smith Memorial Ad Hoc Committee

Established by Minute Order 01-07-25

Mayor Davis-Holmes
Mayor Pro Tempore Dr. Hilton

Appointed

01-07-25

01-07-25

VI. CITY AFFILIATED ORGANIZATIONS

[37] California Contract Cities Association

Councilmember Hicks Delegate
Mayor Davis-Holmes Alt.

Appointed

12-03-24

12-03-24

[38] Clean Power Alliance

Ord. No. 17-1633; LACCE Joint Powers Agreement (Authority)

Councilmember Hicks Delegate
Councilmember Rojas Alt. 1
Staff Member Reata Kulcsar Alt. 2

Appointed

11-15-22

12-03-24

11-15-22

[39] County of Los Angeles Public Library Commission

Mayor Davis-Holmes Delegate

Appointed

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.

Mayor Davis-Holmes Delegate
Mayor Pro Tempore Hilton Alternate

Appointed

01-26-21

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.

Councilmember Dear	Delegate	<u>Appointed</u>	<u>Term Expires</u>
		01-26-21	01-05-26
		(effective 01-03-22)	

[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.

Mayor Davis-Holmes	Delegate	<u>Appointed</u> 01-26-21
Mayor Pro Tempore Hilton	Alt.	01-23-24

[43] League of California Cities

Councilmember Rojas	Delegate	<u>Appointed</u> 03-01-22
Mayor Pro Tempore Hilton	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[44] League of California Cities (Los Angeles Co. Division)

Mayor Pro Tempore Hilton	Delegate	<u>Appointed</u> 12-03-24
Councilmember Rojas	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[45] National League of Cities

Councilmember Hicks	Delegate	<u>Appointed</u>
Councilmember Rojas	Alt. 1	01-26-21
Mayor Pro Tempore Hilton	Alt. 2	12-03-24

[46] South Bay Cities Council of Govts (Joint Powers Authority)

Councilmember Hicks	Delegate	<u>Appointed</u>
Mayor Davis-Holmes	Alt.	01-26-21
		12-03-24

[47] South Bay Workforce Investment Board

		<u>Appointed</u>	<u>Term Expires</u>
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)

Mayor Pro Tempore Hilton	Delegate	<u>Appointed</u>
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	12-03-24

[49] U.S. Conference of Mayors

Mayor Davis-Holmes	Delegate	<u>Appointed</u>
Councilmember Rojas	Alt. 1	01-26-21
Councilmember Hicks	Alt. 2	03-01-22
		01-26-21

[50] West Basin Water Association

Mayor Davis-Holmes	Delegate	<u>Appointed</u>
Councilmember Hicks	Alt.	12-03-24
		01-26-21