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

TUESDAY, OCTOBER 1, 2024
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)

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

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.

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 or in the white box outside City Hall. 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 at the white box 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

1. PASTOR DAVID FIGUEROA FROM CALVARY CHAPEL SOUTH BAY

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 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.

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 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 1 case(s)

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)

5. REPORT FROM CARSON SHERIFF'S STATION AND INTRODUCTION OF NEW CAPTAIN ALISE NORMAN

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

PRESENTATIONS (Items 7 - 15)

7. PRESENTATION AND INFORMATIONAL UPDATE FROM CITY MANAGER DAVID C. ROBERTS, JR.

8. PRESENTATION OF A KEY TO THE CITY TO APL.DE.AP

9. CERTIFICATE OF RECOGNITION TO BILLYE BATES AS THE HONOREE TO THE LA COUNTY HUMAN SERVICES DEPARTMENT AS THE SENIOR CITIZEN OF THE YEAR

10. PROCLAMATION RECOGNIZING OCTOBER AS FILIPINO-AMERICAN HISTORY MONTH

11. PROCLAMATION RECOGNIZING OCTOBER AS BREAST CANCER AWARENESS MONTH

12. PROCLAMATION RECOGNIZING LARRY ITLIONG DAY (OCTOBER 25)

13. PROCLAMATION RECOGNIZING RED RIBBON WEEK (OCTOBER 23 -31)

14. PROCLAMATION RECOGNIZING OCTOBER AS NATIONAL CODE ENFORCEMENT MONTH

15. PROCLAMATION RECOGNIZING OCTOBER AS BULLYING PREVENTION MONTH

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

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

APPROVAL OF MINUTES

16. APPROVAL OF THE CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY SEPTEMBER 17, 2024 MINUTES
RECOMMENDED ACTION: Approve the minutes as listed.

CONSENT (Items 17 - 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.

17. CONSIDER APPROVAL OF RESOLUTION NO. 24-096
RECOMMENDED ACTION
— TO APPROVE RESOLUTION NO. 24-096

18. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)
RECOMMENDED ACTION
— RECEIVE and FILE this report.

19. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)
RECOMMENDED ACTION
— RECEIVE and FILE this report.

20. CONSIDER RECORDING A "NOTICE OF EXEMPTION" IN THE OFFICE OF THE LOS ANGELES COUNTY CLERK AND WITH THE STATE CLEARING HOUSE FOR CAPITAL IMPROVEMENT PROJECT NO. 1731: CITY HALL BASEMENT/ EMEREGENCY OPERATIONS CENTER RENOVATION, PURSUANT TO SECTION 15301 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES (CITY COUNCIL)
RECOMMENDED ACTION
— 1. MAKE the California Environmental Quality Act finding that the proposed City Hall Basement/Emergency Operations Center Renovation Project is categorically exempt pursuant to Section 15301 of the California Environmental Quality Act guidelines.
— 2. AUTHORIZE staff to record the “Notice of Exemption” in the office of the Los Angeles County Clerk for Project No. 1731: City Hall Basement/Emergency Operations Center Renovation (Exhibit No. 1).

21. CONSIDER APPROVING ACCESS AGREEMENT BETWEEN CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS AND THE CITY OF CARSON (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Access Agreement with CSUDH.

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

22. CONSIDER AWARDING A CONTRACT SERVICE AGREEMENT WITH CINTAS CORPORATION NO. 2 FOR PUBLIC WORKS AND COMMUNITY SERVICES EMPLOYEE UNIFORM AND LAUNDERING SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE the formal bidding procedures as defined by the Carson Municipal Code, Section 2610

— 2. AWARD Contract Service Agreement to Cintas Corporation No. 2 for a three-year six-month service agreement with the option for two (2) one (1) year extension periods in the amount of $ $275,169.44. (Exhibit 1).

— 3. AUTHORIZE the Mayor to execute a Contract Services Agreement with Cintas Uniform Company, following approval as to form by the City Attorney.

23. CONSIDERATION OF RESOLUTION NO. 24-091 AUTHORIZING THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F025 TO THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403F15 FOR FEDERAL-AID PROJECTS FOR THE DESIGN PHASE OF PROJECT NO. 1753 [FEDERAL NO. STPL-5403(033)]: UNIVERSITY DRIVE FROM AVALON BOULEVARD TO WILMINGTON AVENUE; AND RESOLUTION NO. 24-095 AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 24-091, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F025 TO THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403F15 FOR FEDERAL-AID PROJECTS FOR THE DESIGN PHASE OF PROJECT NO. 1753 [FEDERAL NO. STPL-5403(033)]: UNIVERSITY DRIVE FROM AVALON BOULEVARD TO WILMINGTON AVENUE.”

— 2. WAIVE further reading and ADOPT Resolution No. 24-095, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS."

24. CONSIDER APPROVING THE PURCHASE OF ONE LEEBOY 8520C FROM NIXON-EGLI EQUIPMENT CO., AN AUTHORIZED LEEBOY DEALER, FOR THE DEPARTMENT OF PUBLIC WORKS/OPERATIONS & MAINTENANCE DIVISION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE the formal bidding procedures, as authorized under Carson Municipal Code (CMC) Section 2611(g) (Cooperative Purchasing bidding exemption).

— 2. APPROVE the City’s insurance broker, Alliant Insurance Services, to include the LeeBoy 8520C, in the City’s physical damage insurance for City’s automobiles and equipment with Alliant Mobile Vehicle Program (AMVP) for FY 2024/25, at an overall not-to-exceed cost of $2,200.

— 3. APPROVE the proposed Purchase Agreement of one LeeBoy 8520C from Nixon-Egli Equipment Co. of Southern California Inc., an authorized LeeBoy dealer, for a not-to-exceed total cost of $276,882.73 pursuant to CMC Section 2611(g) and Sourcewell Roadway Paving Equipment Contract #060122-VTL.

— 4. AUTHORIZE the Mayor to execute the Purchase Agreement with Nixon-Egli Equipment Co. of Southern California Inc. following approval as to form by the City Attorney.

25. CONSIDER APPROVAL OF FINAL TRACT MAP NO. 67200: DEVELOPMENT OF A 35 UNIT CONDOMINIUM PROJECT LOCATED AT 427 EAST 220TH STREET BETWEEN DOLORES STREET AND GRACE STREET (CITY COUNCIL).

RECOMMENDED ACTION

— 1. MAKE the findings listed in the body of this report.

— 2. APPROVE Tract Map No.67200 for 35 residential condominium units located at 427 East 220th Street.

— 3. ACCEPT on behalf of the public the offer of dedication set forth in Tract Map No. 67200.

— 4. ACCEPT the bonds and improvement securities listed in the body of this report.

— 5. INSTRUCT the City Clerk to endorse the certificate that embodies the approval of said Tract Map No.67200.

26. CONSIDERATION TO ACCEPT THE PROJECT AS COMPLETE, PROJECT NO. 1642: DEL AMO BOULEVARD STREET IMPROVEMENT FROM CENTRAL AVENUE TO WILMINGTON AVENUE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ACCEPT as complete Project No. 1642: Del Amo Boulevard Pavement Rehabilitation and Concrete Replacement Project from Central Avenue to Wilmington Avenue.

— 2. AUTHORIZE staff to file a Notice of Completion.

27. CONSIDERATION TO ACCEPT THE PROJECT AS COMPLETE, PROJECT NO. 1611: TRAFFIC SIGNAL INSTALLATION AT THE INTERSECTION OF CENTRAL AVENUE AND DIMONDALE DRIVE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ACCEPT as complete Project No. 1611: Traffic Signal Installation at the Intersection of Central Avenue and Dimondale Drive.

— 2. AUTHORIZE staff to file a Notice of Completion.

SPECIAL ORDERS OF THE DAY (None)

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 (Items 28 - 30)

28. CONSIDER AWARD OF CONSTRUCTION CONTRACT TO URBAN HABITAT FOR PROJECT NO. 1368: CARRIAGE CREST PARK EXPANSION AND IMPROVEMENTS AND BID PROTEST LODGED BY ENVIRONMENTAL CONSTRUCTION INC. (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RULE on merits of the bid protest submitted by second lowest bidder, Environmental Construction Inc.

— 2. AWARD a Construction Contract to the lowest responsive and responsible bidder, Urban Habitat for Project No. 1368: Carriage Crest Park Expansion and Improvements, in an amount not to exceed $23,468,091.58.

— 3. AUTHORIZE the Mayor to execute a Construction Contract with Urban Habitat following approval as to form by the City Attorney.

— 4. WAIVE further reading and ADOPT Resolution No. 24-099, “A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS.”

29. CONSIDER AWARD OF CONSTRUCTION CONTRACT TO MBC ENTERPRISES, INC. FOR PROJECT NO. 1636: MILLS PARK SITE IMPROVEMENTS PROJECT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD a Construction Contract to the lowest responsive and responsible bidder, MBC Enterprises, Inc. for Project No. 1636: Mills Park Site Improvements Project, in an amount not to exceed $3,445,254.00.

— 2. AUTHORIZE the Mayor to execute a Construction Contract with MBC Enterprises, Inc. following approval as to form by the City Attorney.

— 3. WAIVE further reading and ADOPT Resolution No. 24-097, “A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS.”

30. 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 EXCEPT PLANNING COMMISSION AND ENVIRONMENTAL COMMISSION (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 (None)

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: September 26, 2024

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Tuesday, October 1, 2024, 5:00 PM

APPROVAL OF MINUTES 16.

To: City Council, Successor Agency, and Housing Authority

From: Dr. Khaleah K. Bradshaw, City Clerk CCO Administration

Subject: APPROVAL OF THE CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY SEPTEMBER 17, 2024 MINUTES

I. SUMMARY

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

- Tuesday, September 17, 2024 (Regular)

II. RECOMMENDATION

Approve the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, September 17, 2024 (Regular)

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

Attachments

2024 SEPT 17 CC-CSA-CHA Reg Mtg minutes (FINAL).pdf

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
SEPTEMBER 17, 2024
5:00 P.M.

CALL TO ORDER:
The meeting was called to order at 5:03 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes in the Helen Kawagoe Council Chambers, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL:
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, Council Member/Agency Member/Authority Board Member Cedric Hicks, and Council Member/Agency Member/Authority Board Member Arleen Rojas

Also Present:
Monica Cooper, City/Agency/Authority Treasurer; David C. Roberts, Jr., City Manager; Sunny Soltani, City/Agency/Authority Attorney; John Raymond, Assistant City Manager; Dr. Robert Lennox, Assistant City Manager; Tarik Rahmani, Deputy City Manager; Michael Whittiker, Jr., Director of Community Services; Dr. Arlington Rodgers, Director of Public Works; Gary Carter, Director of Information Technology and Security; William Jefferson, Director of Finance; Josh Boudreaux, Director of Human Resources; Nora Garcia, Director of Public Safety; and Reata Kulcsar, Energy and Sustainability Officer

FLAG SALUTE:

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

INVOCATION:

Item No. 1. 2024-0802 PASTOR ATHIA CARRIM FROM THE INTERNATIONAL INSTITUTE OF TOLERANCE

Pastor Athia Carrim gave the invocation.

CLOSED SESSION (Items 2 to 4)

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.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced Council Member Dear's birthday and invited everyone to sing Happy Birthday.

Council Member/Agency Member/Authority Board Member Dear thanked everyone for his birthday greeting and noted September 17, 2024 is also U.S. Constitution Day and National Voter Registration Day.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced the new audiovisual system in place.

RECESS:
The meeting was recessed at 5:09 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

RECONVENE:
The meeting was reconvened at 6:03 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)
City/Agency/Authority Attorney Soltani provided the Closed Session report as follows:

Item No. 2. 2024-0773 CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

Recommendation: 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: Item not considered.

Item No. 3. 2024-0774 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

Recommendation: 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: Item not considered.

Item No. 4. 2024-0784 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

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

ACTION: No reportable action was taken.

INTRODUCTIONS (MAYOR)

Item No. 5. 2024-0471 REPORT FROM ACTING CAPTAIN AIELLO OF CARSON SHERIFF'S STATION

Acting Captain Aiello reported/announced the following:

- September 4, 2024 – Met with community organizers related to recent shooting in the City
- September 7, 2024 – Attended the Cajun & Blues Event
- September 10, 2024 – Attended meeting with the Los Angeles County officials, California Highway Patrol (CHP), and Public Works regarding ongoing issues throughout the County related to street racing and takeovers; There will be several continuing meetings on how to address the illegal street takeovers.
- September 11, 2024 – Attended Heroes Day Event at the Carson Community Center with the Community Relations Office and Deputy Cisneros
- September 12, 2024 – Attended a meeting with Centinela Youth Services; service that they use as a diversion to troubled youth
- September 13, 2024 – Attended the Country Western Fair at Dominguez Park with Special Assignment Team

Council Member/Agency Member/Authority Board Member Hicks expressed concern from residents the rash of individuals knocking on doors asking to enter homes to test their waters or to drink water.

Acting Captain Aiello offered comments.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes reported someone knocked on her door asking to look at her alarm system in the evening.

Council Member/Agency Member/Authority Board Member Dear reported from the community terrible tragedy of two individuals who shot each other. He attended the fundraiser of the family of Richard Mata who expressed the Sheriff Deputies did a good job to make sure there are no auxiliary repercussions, no retaliation taking place so far.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Acting Captain Aiello for reaching out to June and other community members and appreciate the extra efforts from the Carson Sheriff Station.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton asked for an update on lady who was hit on Del Amo Boulevard and Tillman Avenue.

(Council Member/Agency Member/Authority Board Member Dear exited the meeting.)

Acting Captain Aiello responded still an active investigation and offered comments.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton commended Acting Captain Aiello and his Deputies for their immediate response for school safety.

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

PRESENTATIONS

Item No. 6. 2024-0699 PROCLAMATION RECOGNIZING SEPTEMBER 27 - OCTOBER 6, 2024 AS NATIONAL DRIVE ELECTRIC WEEK

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton read the proclamation and presented to members of the Environmental Commission and staff.

Energy and Sustainability Officer Reata Kulcsar offered comments and words of gratitude. Carson Environmental Commission Chair Hourie Taylor introduced Vice Chair Lillian Hopson, Commission Members William Koons and Freeman Watkins. He offered comments and accepted the proclamation with words of gratitude.

Item No. 7. 2024-0785 PRESENTATION OF CERTIFICATE OF COMMENDATION TO GARDENA POLICE DEPARTMENT, HERMOSA BEACH POLICE DEPARTMENT, CULVER CITY POLICE DEPARTMENT, AND CARSON SHERIFF'S STATION FOR ASSISTANCE DURING JULY 6, 2024 MALL INCIDENT

Mayor/Agency Chairman/Authority Chairman Davis-Holmes commended and presented Certificates of Commendation to the officers from the Gardena Police Department, Hermosa Beach Police Department, Culver City Police Department, and Carson Sheriff’s Station. Acting Captain Aiello gave an incident report and offered words of gratitude.

Item No. 8. 2024-0781 PRESENTATION OF CERTIFICATES RECOGNIZING EMPATH RECRUITERS 3RD ANNIVERSARY AND THE EMPATHY AND COMPASSION IN OUR COMMUNITY CONTEST WINNERS

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced and presented Certificate of Recognition to Elizabeth Morgan, Founder of Empath Recruiters who offered comments regarding the Essay Contest and words of gratitude. She shared a quote from one of the judges, Peter Brooks, V.P. of Talent Acquisition at General Dynamics. She recognized teacher Mrs. Sheryl Carter Harris, Media Magnet Coordinator at Carson High School.

Mayor and City Council presented Certificates of Recognition to the essay contest winners.

Item No. 9. 2024-0700 PRESENTATION ABOUT ZERO EMISSIONS DAY

Environmental Commission Chair Hourie Taylor gave a presentation on Zero Emissions Day. He recognized and thanked the Environmental Commissioners and staff.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked that all City Commissions be engaged and provide a report/presentation to the Mayor and City Council at a future City Council meeting.

Environmental Commission Vice Chair Lillian Hopson gave a brochure listing all the electric vehicle (EV) stations that are available to the Mayor, City Council, and staff.

Item No. 10. 2024-0766 PRESENTATION ITEM FROM METRO TO DISCUSS I-405 AUXILIARY LANES

Andy Seawak, South Bay Area Manager with Metro introduced himself and his Project Team – Robert Machuka, Deputy Executive Officer, and Michael Hinds, HDL Consultant to the project.

Robert Machuka gave a PowerPoint presentation on the I-405 from Wilmington Avenue to Main Street Improvements Project.

Council Member/Agency Member/Authority Board Member Hicks expressed concern from the residents that no one is giving them clear information what is taking place on the 405 Freeway South Bay curve. He inquired about the options based on community input and beautification/greenery process of the ramps. Robert Machuka responded to his inquiries.

Discussion ensued regarding the project notification to staff and outreach efforts to the residents.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked about information on the community-based meeting.

Robert Machuka responded the meeting will be held at the Carson Event Center on Thursday, September 19, 2024, at 6:00 P.M.

Questions were asked and answered.

Item No. 11. 2024-0800 CITY CLERK PRESENTATION RECOGNIZING SEPTEMBER 17TH AS NATIONAL VOTER REGISTRATION DAY

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw gave a speech regarding National Voter Registration Day.

Item No. 12. 2024-0779 PRESENTATION ON NEW COUNCIL CHAMBERS AUDIOVISUAL SYSTEM (CITY COUNCIL)

Director Carter gave a presentation on the new Council Chambers Audiovisual System and video presentation. He thanked staff, AgendaLink, and Western AV for their assistance and collaboration.

Item No. 13. 2024-0701 UPDATE ON ELECTRIC VEHICLE CHARGING STATIONS AT CITY FACILITIES

Energy and Sustainability Officer Reata Kulcsar shared a slide of the City of Carson – Electric Vehicle (EV) Charger Project Location and Status. She thanked staff for their collaboration and presented a video recap of the Tesla Super Charger Station.

Mayor and City Council requested the EV charge information be available to them and the public.

Council Member/Agency Member/Authority Board Member Hicks reported he hosted the 5th Annual Prostate Cancer Awareness Walk at CSUDH on Saturday, September 14, 2024. He presented a video which featured the event on Fox 11 News by Maria Tellez on Monday, September 16, 2024.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) – None.

APPROVAL OF MINUTES:

Item No. 14. 2024-0493 APPROVAL OF THE FOLLOWING CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES: SEPTEMBER 3, 2024 (REGULAR)

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

Recommendation: Approve the minutes as listed.

ACTION: It was moved to approve staff recommendation on motion of Hicks, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton, Council Member/Agency Member/Authority Board Member Dear, Council Member/Agency Member/Authority Board Member Hicks, and Council Member/Agency Member/Authority Board Member Rojas
Noes: None
Abstain: None
Absent: None

Item No. 15. 2024-0745 APPROVAL OF THE REMAINING 2021 BACKLOG OF CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES

Recommendation: Approve the minutes as listed.

ACTION: It was moved to approve staff recommendation on motion of Hicks, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton, Council Member/Agency Member/Authority Board Member Dear, Council Member/Agency Member/Authority Board Member Hicks, and Council Member/Agency Member/Authority Board Member Rojas
Noes: None
Abstain: None
Absent: None

CONSENT: (Items 16 to 43)

It was moved to approve Consent Items No. 16 to 43 on motion of Dear, seconded by Hilton.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to remove Item No. 31 from Consent and continued the item with no objection heard.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to remove Items No. 27 and 28 for discussion.

Council Member/Agency Member/Authority Board Member Hicks requested to remove Item No. 35 for discussion.

Council Member/Agency Member/Authority Board Member Dear requested to remove Items No. 29 and 33 for discussion.

The motion to approve Consent Items No. 16 to 43, except Items No. 27, 28, 29, 31, 33 and 35, was unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton, Council Member/Agency Member/Authority Board Member Dear, Council Member/Agency Member/Authority Board Member Hicks, and Council Member/Agency Member/Authority Board Member Rojas
Noes: None
Abstain: None
Absent: None

Item No. 16. 2024-0759 **Resolution No. 24-090, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS, AS FOLLOWS:**

TOTAL OF $1,135,779.06 FOR GENERAL DEMANDS, CHECK NUMBERS 174898 THROUGH 175069.

TOTAL OF $2,295.00 FOR CO-OP AGREEMENT DEMANDS,

CHECK NUMBERS 1285 THROUGH 1286, WHICH ARE COSTS ASSOCIATED WITH THE CONSTRUCTION OF CAPITAL PROJECTS WITHIN THE FORMER REDEVELOPMENT PROJECT AREA, USING BOND PROCEEDS TRANSFERRED FROM THE SUCCESOR AGENCY TO THE CITY.

ACTION: Item No. 16 was approved on Consent.

Item No. 17. 2024-0760 **Resolution No. 24-09-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $47,124.00, DEMAND CHECK NUMBERS HA-002000 through HA-002009**

ACTION: Item No. 17 was approved on Consent.

Item No. 18. 2024-0761 **Resolution No. 24-09-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $29.60, DEMAND CHECK NUMBERS SA-001931 THROUGH SA-001931**

ACTION: Item No. 18 was approved on Consent.

Item No. 19. 2024-0765 **CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING AUGUST 31, 2024**

Recommendation: RECEIVE and FILE.

ACTION: Item No. 19 was approved on Consent.

Item No. 20. 2024-0737 **CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTHS OF JULY AND AUGUST OF 2024 PER ORDINANCE 24-2401 (CITY COUNCIL)**

Recommendation: RECEIVE and FILE this information.

ACTION: Item No. 20 was approved on Consent.

Item No. 21. 2024-0762 **CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE PERIOD JULY 1, 2024 THROUGH AUGUST 31, 2024 PURSUANT TO CMC SECTION 2607 (CITY COUNCIL)**

Recommendation: RECEIVE and FILE this information.

ACTION: Item No. 21 was approved on Consent.

Item No. 22. 2024-0738 FISCAL YEAR 2023-2024 YEAR-END CONTINUING APPROPRIATIONS (CITY COUNCIL)

Recommendation: Waive further reading and adopt:
1. RESOLUTION NO. 24-085, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO CONTINUE UNSPENT APPROPRIATIONS TO FISCAL YEAR 2024-2025; and
2. RESOLUTION NO. 24-086, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO CONTINUE UNSPENT APPROPRIATIONS FROM FISCAL YEAR 2023-2024.

ACTION: Item No. 22 was approved on Consent.

Item No. 23. 2024-0771 CONSIDER ADOPTING RESOLUTION NO. 24-092 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 VARIOUS CAPITAL PROJECTS TO BE FUNDED, IN PART, BY THE 2024 LEASE REVENUE BONDS (CITY COUNCIL)

Recommendation: ADOPT Resolution No. 24-092 "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 VARIOUS CAPITAL PROJECTS TO BE FUNDED, IN PART, BY THE 2024 LEASE REVENUE BONDS"

ACTION: Item No. 23 was approved on Consent.

Item No. 24. 2024-0805 CONSIDER TAKING A POSITION OF OPPOSITION AND SENDING A CORRESPONDING LETTER REGARDING ASSEMBLY BILL 98 (CARRILLO, REYES) REGARDING WAREHOUSE AND LOGISTICS USE STANDARDS AND RELATED MATTERS (CITY COUNCIL)

Recommendation: TAKE a position of opposition for Assembly Bill 98 (Carrillo, Reyes) and AUTHORIZE staff to transmit a corresponding letter.

ACTION: Item No. 24 was approved on Consent.

Item No. 25. 2024-0791 CONSIDER APPROVAL OF AMENDMENT NO. 5 FOR THE GOFORTH & MARTI CONTRACT (CITY COUNCIL)

Recommendation: 1. APPROVE Amendment No. 5 to the contract between the City

and Goforth & Marti originally entered upon by the two parties on October 4, 2022.
2. AUTHORIZE the Mayor to execute Amendment No. 5 to the contract following approval as to the form by the City Attorney.

ACTION: Item No. 25 was approved on Consent.

Item No. 26. 2024-0734 CONSIDER APPROVAL OF THE GREAT PLACE TO WORK CERTIFICATION CONTRACT AGREEMENT (CITY COUNCIL)

Recommendation: 1. APPROVE Great Place to Work certification and contract agreement.
2. AUTHORIZE the Mayor to execute the Great Place to Work agreement.

ACTION: Item No. 26 was approved on Consent.

Item No. 27. 2024-0344 CONSIDER AWARDING A THREE-YEAR CONTRACT SERVICE AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. TO PROVIDE PROFESSIONAL CROSSING GUARD SERVICES FOR THE CITY OF CARSON (CITY COUNCIL)

Item No. 27 was heard after approval of the Consent items.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested a traffic study on Moneta Avenue and 223rd Street as you enter across the street to Veterans Park.

Director Garcia gave a report.

Recommendation: TAKE the following actions:
1. APPROVE the proposed three-year Contract Service Agreement with All City Management Services, Inc., including two optional one-year extensions, for the provision of professional crossing guard services for the City of Carson, with a total contract amount not to exceed $1,617,581.00, for the term expiring on June 30, 2027 (Exhibit No. 1) ("Agreement").
2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

ACTION: It was moved to approve staff recommendations on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton, Council Member/Agency Member/Authority Board Member Dear, Council Member/Agency Member/Authority Board Member Hicks, and Council Member/Agency Member/Authority Board Member Rojas
Noes: None
Abstain: None

Absent: None

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton exited the meeting at 8:35 P.M.)

Item No. 28. 2024-0764 CONSIDER AWARDING A PUBLIC WORKS AGREEMENT TO JOHNSON CONTROLS, INC., FOR INSTALLATION SERVICES OF SPECIALIZED AUDIO-VISUAL SYSTEMS FOR CAPITAL IMPROVEMENT PROJECT PW 1731: CITY HALL BASEMENT/EMERGENCY OPERATIONS CENTER RENOVATION (CITY COUNCIL)

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton reentered the meeting at 8:37 P.M.)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if the contract sum covers everything needed for the project. Director Garcia responded to her question.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked staff to ensure they are fully equipped with first aid services such as an American Red Cross representative at all City events in case of an emergency.

Council Member/Agency Member/Authority Board Member Dear suggested that water be available at first aid stations at all City events.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton recommended an emergency medical technician (EMT) or a paramedic be available at all City events.

Director Garcia stated she will work with Director of Parks and Recreation and Risk Management.

Recommendation: TAKE the following actions:
1. APPROVE the proposed Public Works Agreement with Johnson Controls, Inc., for the installation of specialized materials and audio-visual equipment as needed in the Emergency Operations Center (EOC), as part of Capital Improvement Project PW 1731: City Hall Basement/Emergency Operations Center Renovation, for a not-to-exceed contract sum of $369,938.51 (Exhibit No. 1).
2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

ACTION: It was moved to approve staff recommendations on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton, Council Member/Agency Member/Authority Board Member Dear, Council Member/Agency Member/Authority Board Member Hicks, and Council Member/Agency Member/Authority Board Member Rojas

Noes: None
Abstain: None
Absent: None

Item No. 29. 2024-0662 CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE JOHNSON CONTROLS, INC., CONTRACT (C23-083) FOR CAPITAL IMPROVEMENT PROJECT PW1674 TO PROVIDE A COMPLETE INSTALLATION OF ADDITIONAL MATERIAL ALLOWING FOR EXPANSION OF THE NEW ACCESS CONTROL AND CCTV SURVEILLANCE SYSTEM (CITY COUNCIL)

Council Member/Agency Member/Authority Board Member Dear asked staff to clarify the additional $1.6 million needed for the project. City Manager Roberts, Jr. responded to his question. Director Garcia elaborated on the additional costs.

Council Member/Agency Member/Authority Board Member Hicks offered comments in support of the mini parks as well.

Director Garcia clarified that the amendment does not include the mini parks and will be included in a future amendment to the contract.

Council Member/Agency Member/Authority Board Member Dear asked how City staff and the closed circuit television working in coordination with the Carson Sheriff Station. Director Garcia responded to his question.

Recommendation: Take the following actions:
1. APPROVE Amendment No. 3 to the Agreement with Johnson Controls, Inc. (Exhibit No.1) to increase the contract sum from $6,511,836.44 to $8,102,322.03.
2. AUTHORIZE the Mayor to execute Amendment No. 3, following approval as to form by the City Attorney.

ACTION: It was moved to approve staff recommendations on motion of Davis-Holmes, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton, Council Member/Agency Member/Authority Board Member Dear, Council Member/Agency Member/Authority Board Member Hicks, and Council Member/Agency Member/Authority Board Member Rojas
Noes: None
Abstain: None
Absent: None

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated she was distracted by the outburst that occurred. She asked the City Attorney and City Manager to immediately have a recommendation banning the person from entering the Council Chambers at future meetings. She will not tolerate anyone approaching the dais and intimidating staff.

Council Member/Agency Member/Authority Board Member Dear suggested law enforcement officers stand on each side of the dais at each meeting as he has seen in other City Council meetings.

Council Member/Agency Member/Authority Board Member Rojas stated she understands law enforcement presence but does not feel it is necessary and that it is simply disturbing the peace. He was previously warned and if it happens again he does not need another warning and can be arrested. She is a police officer and she or the Sheriff Deputies have the authority to arrest him on a misdemeanor. She asked the City Attorney to review Penal Code Section 415.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to contact Acting Captain Aiello regarding the citizen's arrest.

It was later determined the person who did the outburst and approached the dais was Rick Pulido.

Item No. 30. 2024-0772 CONSIDERATION OF APPROVAL OF CONTRACT FOR MIMECAST SOFTWARE LICENSES, MAINTENANCE, AND SUPPORT WITH GENERAL DATATECH, LP DBA GDT, LP (CITY COUNCIL)

Recommendation: 1. APPROVE a contract with General Datatech, LP DBA GDT, LP for Mimecast software licenses, including software maintenance, and software support for a total contract amount not to exceed $249,348.27, for a term of 3 years; and
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

ACTION: Item No. 30 was approved on Consent.

Item No. 31. 2024-0778 CONSIDERATION OF APPROVAL OF CONTRACT FOR RING CENTRAL UNIFIED COMMUNICATION SOFTWARE LICENSES, MAINTENANCE, AND SUPPORT WITH RINGCENTRAL, INC. (CITY COUNCIL)

Recommendation: 1. APPROVE a contract with RingCentral, Inc. for Ring Central unified communication software licenses, including software maintenance, and software support for a total contract amount not to exceed $238,955.40, for a term of 5 years; and
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item with no objection heard.

Item No. 32. 2024-0777 CONSIDERATION OF APPROVAL OF CONTRACT FOR IT EQUIPMENT WITH DELL MARKETING, L.P. (CITY COUNCIL)

Recommendation: 1. APPROVE a contract with Dell Marketing, L.P. for hardware, software, warranty, maintenance and support for an amount not to exceed $2,186,114.07 for a total term expiring June 30, 2029; and
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

ACTION: Item No. 32 was approved on Consent.

Item No. 33. 2024-0757 CONSIDER APPROVAL OF AMENDMENT NO. 1 TO EXTEND THE CONTRACT SERVICES AGREEMENT WITH LONG BEACH PUBLIC TRANSPORTATION COMPANY FOR FIXED-ROUTE BUS SERVICES BY THREE ADDITIONAL MONTHS (CITY COUNCIL)

Item No. 33 was heard after Item No. 29.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked why the need for a three-month extension of the contract and how will it benefit the residents. Director Whittiker, Jr. and Assistant City Manager, Dr. Lennox responded to her question.

Recommendation: 1. WAIVE bidding requirements in accordance with Carson Municipal Code Section 2611(i)(7); and
2. APPROVE proposed Amendment No. 1 to the Contract Services Agreement between the City of Carson and Long Beach Public Transportation Company, extending the term by three additional months (Exhibit No. 1; "Amendment No. 1"); and
3. AUTHORIZE the Mayor to execute Amendment No. 1, following approval as to form by the City Attorney.

ACTION: It was moved to approve staff recommendations on motion of Dear, seconded by Hilton and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton, Council Member/Agency Member/Authority Board Member Dear, Council Member/Agency Member/Authority Board Member Hicks, and Council Member/Agency Member/Authority Board Member Rojas
Noes: None
Abstain: None
Absent: None

Item No. 34. 2024-0522 CONSIDER APPROVING AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH T&G GLOBAL, LLC, DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR, TO AUTHORIZE HOLIDAY DECORATION ENHANCEMENTS FOR THE 2024 WINTER HOLIDAY SEASON (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. APPROVE Amendment No. 2 to the Contract Services

Agreement between the City of Carson and T&G Global, LLC, dba St. Nick's Christmas Lighting & Decor, that would authorize holiday decoration enhancements for the 2024 winter holiday season at a cost of $49,056.00 (Exhibit No. 5; "Amendment No. 2"); and
2. AUTHORIZE the Mayor to execute Amendment No. 2, following approval as to form by the City Attorney

ACTION: Item No. 34 was approved on Consent.

Item No. 35. 2024-0702 CONSIDER AWARDING A CONTRACT SERVICE AGREEMENT WITH CORKY'S PEST CONTROL, INC., TO PROVIDE INTEGRATED PEST MANAGEMENT AND PEST CONTROL SERVICES TO THE CITY OF CARSON (CITY COUNCIL)

Item No. 35 was heard after Item No. 33.

Council Member/Agency Member/Authority Board Member Hicks asked for a report.

Director Whittiker, Jr. gave a report.

(Council Member/Agency Member/Authority Board Member Dear exited the meeting.)

Council Member/Agency Member/Authority Board Member Hicks referred to the agenda report regarding gopher services and requested an aggressive treatment plan to address the gopher holes.

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

In addition, he requested a trailer item on the immediate renovation of the ball field including the lights and report to the City Council.

City Manager Roberts, Jr. stated it will be handled through the deferred maintenance and notification to the residents regarding the park closure for renovations.

Recommendation: TAKE the following actions:
1. AWARD and APPROVE the proposed Contract Services Agreement, for a three-year term plus two (2) optional one-year extensions, to Corky's Pest Control, Incorporated, to provide integrated pest management services to the City of Carson for a Contract Sum of $154,638.00 for the initial three-year term (Exhibit No. 3; "Agreement"); and
2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

ACTION: It was moved to approve staff recommendations on motion of Hicks, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton, Council

Member/Agency Member/Authority Board Member Dear, Council Member/Agency Member/Authority Board Member Hicks, and Council Member/Agency Member/Authority Board Member Rojas

Noes: None
Abstain: None
Absent: None

Item No. 36. 2024-0435 CONSIDERATION OF RESOLUTION NO. 24-061, TO CREATE PREFERENTIAL PERMIT PARKING ZONE "H" ON THE NORTH SIDE OF SHADWELL STREET FROM FIGUEROA STREET TO CAROLDALE AVENUE AND PORTIONS OF CAROLDALE AVENUE, AND REGULATING PARKING WITHIN THE ZONE (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 24-061, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING PREFERENTIAL PERMIT PARKING ZONE "H" ON THE NORTH SIDE OF SHADWELL STREET FROM FIGUEROA STREET TO CAROLDALE AVENUE AND PORTIONS OF CAROLDALE AVENUE, AND REGULATING PARKING WITHIN THE ZONE

ACTION: Item No. 36 was approved on Consent.

Item No. 37. 2024-0704 CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO CALTEC CORP., FOR PROJECT NO.1632 CARSON COMMUNITY CENTER FOLDING WALL (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. AWARD a Construction Contract to CALTEC CORP., the lowest responsive and responsible bidder, for Project No. 1632: Carson Community Center Folding Wall, in the amount of $1,484,000.00.
2. AUTHORIZE the Mayor to execute a Construction Contract with CALTECH CORP., following approval as to form by the City Attorney.

ACTION: Item No. 37 was approved on Consent.

Item No. 38. 2024-0708 CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO CALTEC CORP. FOR PROJECT NO. 1786: CITY HALL BATHROOM AND KITCHENETTE RENOVATIONS (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. AWARD a Construction Contract to CALTEC Corp., the lowest responsive and responsible bidder, for Project No. 1786: City Hall Bathroom and Kitchenette Renovations, in the amount of $1,697,000.00.
2. AUTHORIZE the Mayor to execute a Construction Contract with

CALTEC Corp., following approval as to form by the City Attorney.

ACTION: Item No. 38 was approved on Consent.

Item No. 39. 2024-0709 CONSIDER AWARD OF CONSTRUCTION CONTRACT TO PCN3, INC FOR PROJECT NO. 1726: COMMUNITY CENTER COURTYARD & EAST PARKING LOT (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. AWARD a Construction Contract to the lowest responsive and responsible bidder, PCN3, Inc., Inc. for Project No. 1726: Community Center Courtyard & East Parking Project, in an amount not to exceed $9,989,558.13.
2. AUTHORIZE the Mayor to execute a Construction Contract with PCN3, Inc., following approval as to form by the City Attorney.

ACTION: Item No. 39 was approved on Consent.

Item No. 40. 2024-0746 CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO ROD-WEST FLOOR COVERING LLC FOR PROJECT NO. 1787 - CITY HALL CARPET REPLACEMENT (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. AWARD a Construction Contract for Project No. 1787: City Hall Carpet Replacement, in the amount of $138,560.00, to the lowest responsive and responsible bidder, Rod-West Floor Covering LLC.
2. AUTHORIZE the expenditure of construction contingencies in the amount of $13,856.00 (10%) for any unforeseen construction work that may be necessary to complete this project.
3. AUTHORIZE the Mayor to execute a Construction Contract with Rod-West Floor Covering LLC following approval as to form by the City Attorney.

ACTION: Item No. 40 was approved on Consent.

Item No. 41. 2024-0751 CONSIDER APPROVAL OF AMENDMENT NO. 2 TO EXTEND THE TERM OF THE CONTRACT SERVICES AGREEMENT WITH JAKHER INC. FOR ON-CALL PROFESSIONAL SERVICES TO JUNE 30, 2025, AND INCREASE THE TOTAL CONTRACT SUM AMOUNT TO $148,000 (CITY COUNCIL)

Recommendation: TAKE the following actions:
1. APPROVE Amendment No. 2 to the Contract Services Agreement with Jahker Inc. to provide on-call professional services, by adding an additional $74,000 for a new total not-to-exceed contract amount of $148,000.00 and extending the term of the contract through June 30, 2025 (Exhibit 3).
2. AUTHORIZE the Mayor to execute Amendment No. 2 to the Contract Services Agreement with Jakher Inc., following approval

as to form by the City Attorney.

ACTION: Item No. 41 was approved on Consent.

Item No. 42. 2024-0753 CONSIDER ADOPTING RESOLUTION NO. 24-087, AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF CARSON IS ELIGIBLE (CITY COUNCIL)

Recommendation: WAIVE further reading and ADOPT Resolution No. 24-087, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF CARSON IS ELIGIBLE."

ACTION: Item No. 42 was approved on Consent.

Item No. 43. 2024-0769 CONSIDER APPROVING A CONTINGENCY BUDGET FOR THE AWARDED PUBLIC WORKS AGREEMENT WITH INTERIOR PLUS, INC. FOR CAPITAL IMPROVEMENT PROJECT PW 1731: CITY HALL BASEMENT/EMERGENCY OPERATIONS CENTER RENOVATION (CITY COUNCIL)

Recommendation: APPROVE a contingency budget in the amount of $166,000.00 for the Public Works Agreement with Interior Plus, Inc., a California corporation, for Capital Improvement Project PW 1731: City Hall Basement Renovation for any unforeseen construction cost.

ACTION: Item No. 43 was approved on Consent.

SPECIAL ORDERS OF THE DAY: None

DISCUSSION: (Items 44 to 45)

Item No. 44. 2024-0710 CONSIDER AWARD OF CONSTRUCTION CONTRACT TO PUB CONSTRUCTION INC., FOR PROJECT NO.1610: FOISIA PARK IMPROVEMENTS (CITY COUNCIL)

Item No. 44 was heard after Item No. 35.

Assistant City Manager, Dr. Lennox gave a report.

(Council Member/Agency Member/Authority Board Member Hicks exited the meeting.)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to provide a copy of the agenda report to the Park Volunteer Association, Coaches, Samoan Federation, and key players.

Director Whittiker, Jr. suggested a presentation for the association as well.

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

Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed the City Manager to coordinate their calendars to schedule a Town Hall meeting.

Operations Manager Raymond Velasco briefed the Mayor and City Council on the scope of the project.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to bring back an amendment for the interior improvements.

Assistant City Manager, Dr. Lennox stated part of the terms accepting the grant from Land Water Conservation Fund was to only incorporate the improvements that transpired from the community engagement but can pursue the additional improvements on a separate project expeditiously.

Council Member/Agency Member/Authority Board Member Dear asked staff what can the community expect during the construction process, will the park remain accessible and how can we ensure minimal disruptions in the programs that exist in the park, and how will the upgrades to the lighting and pathways enhance the safety of park goers. Operations Manager Velasco answered his questions.

Council Member/Agency Member/Authority Board Member Dear asked staff to explain the funding sources for the project and what monies are we using to fund the construction contract. Assistant City Manager, Dr. Lennox answered his question.

Council Member/Agency Member/Authority Board Member Dear asked the expected timeline for completing the improvements and how do we have a plan in place now for any unexpected delays or extra costs. Operations Manager Raymond Velasco answered about the timeline.

Council Member/Agency Member/Authority Board Member Rojas thanked staff for their hard work.

Recommendation: TAKE the following actions:
1. AWARD a construction contract to the lowest responsive and responsible bidder, PUB Construction Inc., for Project No. 1610: Foisia Park Improvements, in an amount not to exceed $12,757,062.40.
2. AUTHORIZE the Mayor to execute a Construction Contract with PUB Construction Inc., following approval as to form by the City Attorney.

ACTION: It was moved to approve staff recommendations on motion of Rojas, seconded by Dear and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Davis-Holmes, Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton, Council Member/Agency Member/Authority Board Member Dear, Council Member/Agency

Member/Authority Board Member Hicks, and Council Member/Agency Member/Authority Board Member Rojas

Noes: None
Abstain: None
Absent: None

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if there will be other renderings. Operations Manager Raymond Velasco stated he would provide the renderings at the next Town Hall meeting.

Item No. 45. 2024-0483 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 EXCEPT PLANNING COMMISSION AND ENVIRONMENTAL COMMISSION (CITY COUNCIL)

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.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item to the next meeting with no objection heard.

ORDINANCE SECOND READING: None

MEMORIAL ADJOURNMENTS

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

Clifford Cannon
Howard "Frankie" Beverly
Toriano "Tito" Jackson
Benjamin Rodriguez

Council Member/Agency Member/Authority Board Member Hicks requested to add James Earl Jones to the Memorial Adjournment Requests.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton requested to add Cleveland Bean to the Memorial Adjournment Requests.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to add the two brothers of Bevon Thomas from Waste Resources to the Memorial Adjournment Requests. She would provide the names later.

Council Aide K.W. Tulloss 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).

Georgia Brown
Reported several times on the deplorable conditions of the 24-Hour Fitness Facility and asked assistance from the City

Assistant City Manager, Dr. Lennox stated staff has been cleaning at the street level and will take further steps to rectify the problem.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes invited everyone to sing Happy Birthday to Council Member Dear since he has visitors at the meeting.

Dan Valdez
Reported on how the Philippine Independence Day Celebration (PIDC) event was planned

Jose Pina
Stated he is a former City employee; thanked the City for the Country Western Fair that was held; reported on injuries from gopher holes on the fields at Dominguez Park which were reported to the City and nothing has been done to rectify the problem

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated Dominguez Park is on the list for improvements and the City has been correcting the problem which has been an ongoing issue with the gopher holes.

City Manager Roberts, Jr. referred to Item No. 35 which will address the gopher abatement item.

Discussion ensued regarding the gopher holes issue.

Claudio Bouvell
Referred to Government Code Section 21063 regarding CALPERS and reported CALPERS is conducting an audit because the City did not report the right compensation to the employees regarding their compensation; he mentioned to the City on September 3, 2024 to look at the code because it will create problems

Brandi Lewin
Thanked the Mayor and City Council for their continued support and dedication improving the community; gave an update on the grocery store initiative; reported personal issue related to a contractor working in the city while they were doing gravel work near her home which gravel from their rocks hit her windshield causing damage; reported with the Risk Manager and still waiting on a resolution and requested assistance from the City; reminded everyone the next community meeting is on October 17, 2024 at 6:00 P.M. at My Father's Barbecue

Cloverjean Good
Asked Council Member Dear to stop telling people in the community that she is voting or endorsing him for Mayor which she told him previously that she was not; the lie is affecting her status and reputation in the community

Council Member/Agency Member/Authority Board Member Dear clarified that he is not telling anyone that she is endorsing or supporting him.

Robert Lesley
Encouraged everyone to vote for someone who will move the City forward with no divisiveness and misinformation

Monette Gavino-Dear
Thanked everyone for singing Happy Birthday to Council Member Dear and presented a cake from his friends; referred to comments made by previous speaker and that they are running a clean campaign; read bible verses and requested they be given to Council Member Rojas; referred to Constitution Day

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS – None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

This item was heard after Memorial Adjournments.

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

- New audiovisual system in the Helen Kawagoe Council Chambers that started this evening and applauded staff for their good work
- Town Hall Meeting, Wednesday, September 25, 2024, at 6:30 P.M. at Veterans Park located at 22400 Moneta Avenue, Carson; for information call (310) 952-1706

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

- Filipino American History Month, October 12, 2024 at the Carson Community Center including a Chicken Adobo Cookoff and Car Show
- Larry Itliong Musical, October 25, 2024

Council Member/Agency Member/Authority Board Member Hicks announced the following:

- Town Hall Meeting on Wednesday, September 18, 2024, at 6:30 P.M., Calas Park located

at 1000 E. 220th Street, Carson
- Food Giveaway, Friday, September 20, 2024, from 9:00 A.M. to 11:00 A.M. at Mills Park
- Kudos to staff and volunteers for their work on the White Linen Event, Country Western Fair, Prostate Cancer Awareness Walk, and Heroes Day

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton announced the following:

- Town Hall Meeting with Mayor Davis-Holmes on October 3, 2024, at 6:30 P.M., Stevenson Park
- Appreciation Dinner for employees and volunteers who worked the Fam Fest on Tuesday, September 24, 2024, at 6:30 P.M.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes gave kudos to staff on their work.

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 9:39 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

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 1, 2024, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER APPROVAL OF RESOLUTION NO. 24-096

I. SUMMARY

RESOLUTION NO. 24-096, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $2,585,349.54, DEMAND CHECK NUMBERS 212, 175070 THROUGH 175301.

II. RECOMMENDATION

TO APPROVE RESOLUTION NO. 24-096

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 October 1, 2024, the City Council ratified the above demand numbers 212, 175070 through 175301. 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 $2,585,349.54.

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

PASSED, APPROVED, and ADOPTED this 1ST DAY OF OCTOBER, 2024.

APPROVED AS TO FORM:

_____

Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE 1ST DAY OF OCTOBER, 2024 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. 24-096, adopted by the City of Carson City Council at its meeting held on October 1, 2024 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 #24-096

Attachments

Exhibit 1 Demand Reg File # Reso# 24-096.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
212	09/05/2024	VOID	004084	RE SOLUTIONS	.00			
175070	09/05/2024	PRINTED	001842	3WIRE LLC	1,188.38			
175071	09/05/2024	PRINTED	007077	ADVANCED IMAGING STRATEGI	68.36			
175072	09/05/2024	PRINTED	007077	ADVANCED IMAGING STRATEGI	29,489.70			
175073	09/05/2024	PRINTED	006659	AGRI-TURF DISTRIBUTING	2,435.03			
175074	09/05/2024	PRINTED	000797	ALESHIRE AND WYNDER LLP	17,932.50			
175075	09/05/2024	PRINTED	000042	ALIN PARTY SUPPLY CO	334.13			
175076	09/05/2024	PRINTED	005523	AMAZON CAPITAL SERVICES	1,328.13			
175077	09/05/2024	PRINTED	008018	ANDY GUMP, INC	4,665.68			
175078	09/05/2024	PRINTED	000543	AQUA FLO SUPPLY	1,346.69			
175079	09/05/2024	PRINTED	001001	AT&T PHONE	2,025.22			
175080	09/05/2024	PRINTED	004410	B D WHITE TOP SOIL CO INC	5,867.50			
175081	09/05/2024	PRINTED	001438	BLUE DIAMOND MATERIALS	484.44			
175082	09/05/2024	PRINTED	007661	DR. KHALEAH K. BRADSHAW	70.55			
175083	09/05/2024	PRINTED	001627	BSN SPORTS LLC	266.95			
175084	09/05/2024	PRINTED	000079	CALIFORNIA WATER SERVICE	75,771.34			
175085	09/05/2024	PRINTED	007161	CARLOS ALBERTO GUERRA	100.00			
175086	09/05/2024	PRINTED	001489	CHOURA VENUE SERVICES	1,465.97			
175087	09/05/2024	PRINTED	008033	CLARENCE JOHNSON	100.00			
175088	09/05/2024	PRINTED	000803	CLEAN ENERGY	3,654.80			
175089	09/05/2024	PRINTED	008082	CLIMATEC LLC	7,855.50			
175090	09/05/2024	PRINTED	006230	CODESP	3,000.00			
175091	09/05/2024	PRINTED	001381	COMPLETE OFFICE	15.00			
175092	09/05/2024	PRINTED	007846	CUSTOM SIGNS, INC.	26,298.85			
175093	09/05/2024	PRINTED	007962	DAVID DESHAWN LEE JR	900.00			
175094	09/05/2024	PRINTED	007163	DIANNE THOMAS	100.00			
175095	09/05/2024	PRINTED	006465	LOUIE DIAZ	100.00			
175096	09/05/2024	PRINTED	000534	DIRECTV	293.52			
175097	09/05/2024	PRINTED	006482	FREDERICK DOCDOCIL	100.00			
175098	09/05/2024	PRINTED	006876	DONS AUDIO VISUAL	3,785.00			
175099	09/05/2024	PRINTED	007713	DORCAS A. WADDIS	50.00			
175100	09/05/2024	PRINTED	007512	EDDINGS ENTERPRISES, INC.	2,298.03			
175101	09/05/2024	PRINTED	008360	ELAINE GIBBS	3,000.00			
175102	09/05/2024	PRINTED	007113	EPROMOS PROMOTIONAL PRODU	4,596.69			
175103	09/05/2024	PRINTED	000039	EWING IRRIGATION PRODUCTS	1,517.89			
175104	09/05/2024	PRINTED	000466	LARRY FAILLA	245.40			
175105	09/05/2024	PRINTED	000355	FERGUSON ENTERPRISES INC	289.21			
175106	09/05/2024	PRINTED	000221	FLEET PRIDE	190.67			
175107	09/05/2024	PRINTED	001268	GBROS INC	4,645.81			
175108	09/05/2024	PRINTED	000941	GOLDEN STATE WATER COMPAN	15,584.16			
175109	09/05/2024	PRINTED	002354	FREDDIE GOMEZ	50.00			
175110	09/05/2024	PRINTED	000865	GOODWILL LONG BEACH AND S	8,150.00			
175111	09/05/2024	PRINTED	000793	GRAINGER	11.40			
175112	09/05/2024	PRINTED	005525	GREENBERG TRAURIG LLP	14,531.50			
175113	09/05/2024	PRINTED	008136	HARRELL'S, LLC	14,981.66			
175114	09/05/2024	PRINTED	000234	THE HOME DEPOT INC	7,219.15			
175115	09/05/2024	PRINTED	000615	DELL HUFF	100.00			
175116	09/05/2024	PRINTED	007162	JAIME G. MONTECLARO	100.00			
175117	09/05/2024	PRINTED	000152	JERRYS CLEANERS	570.50			
175118	09/05/2024	PRINTED	006528	JOHN CRUIKSHANK CONSULTAN	7,371.86			
175119	09/05/2024	PRINTED	007648	JUAN CARLOS REYNOSO	900.00			
175120	09/05/2024	PRINTED	007586	KENNETH C SARA	1,200.00			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
175121	09/05/2024	PRINTED	007592	KHADIJAH BLANCHE-DIOP	1,167.50			
175122	09/05/2024	PRINTED	006525	KOA CORPORATION	22,344.00			
175123	09/05/2024	PRINTED	004428	LAWSON PRODUCTS INC	23.15			
175124	09/05/2024	PRINTED	008197	LIFTECH ELEVATOR SERVICES	440.00			
175125	09/05/2024	PRINTED	004435	LINCOLN AQUATICS	1,399.88			
175126	09/05/2024	PRINTED	005040	SALOMON LOPEZ	47.44			
175127	09/05/2024	PRINTED	008017	LOUISIANA TO LOS ANGELES	500.00			
175128	09/05/2024	PRINTED	006884	LYFT, INC.	6,469.47			
175129	09/05/2024	PRINTED	006271	MAYFLOWER DISTRIBUTING CO	78.52			
175130	09/05/2024	PRINTED	007428	MFUME, DEQUITA	100.00			
175131	09/05/2024	PRINTED	008339	MICHAEL ANTHONY PHILLIPS	3,750.00			
175132	09/05/2024	PRINTED	002703	MIXONE SOUND LLC	7,000.00			
175133	09/05/2024	PRINTED	002093	MY FATHERS BBQ LLC	25,000.00			
175134	09/05/2024	PRINTED	000385	NATIONWIDE ENVIRONMENTAL	98,131.60			
175135	09/05/2024	PRINTED	000563	JANNY NOA	95.61			
175136	09/05/2024	PRINTED	010999	HOWARD JOHNSON	495.71			
175137	09/05/2024	PRINTED	001731	PETROCHEM MATERIALS INNOV	285,000.00			
175138	09/05/2024	PRINTED	003099	PAMELA PITCHER	50.00			
175139	09/05/2024	PRINTED	001149	DENICE PRICE	50.00			
175140	09/05/2024	PRINTED	003304	REQUEST LINE MUSIC	650.00			
175141	09/05/2024	PRINTED	010000	BELINDA YATCO	250.00			
175142	09/05/2024	PRINTED	007230	RICHARD A HERNANDEZ	100.00			
175143	09/05/2024	PRINTED	000402	ROADLINE PRODUCTS CO	3,996.56			
175144	09/05/2024	PRINTED	008216	ROBERT HALF INC.	10,584.00			
175145	09/05/2024	PRINTED	001388	RUSSELL SIGLER INC	846.21			
175146	09/05/2024	PRINTED	000427	SAM'S CLUB DIRECT	1,167.02			
175147	09/05/2024	PRINTED	000124	SEPULVEDA BUILDING MATERI	391.27			
175148	09/05/2024	PRINTED	007812	SONYA EATMAN	50.00			
175149	09/05/2024	PRINTED	006384	CHARTER COMMUNICATIONS	13,115.83			
175150	09/05/2024	PRINTED	007090	T-MOBILE USA INC.	3,020.19			
175151	09/05/2024	PRINTED	004017	TYLER TECHNOLOGIES	9,574.23			
175152	09/05/2024	PRINTED	007730	URM TECHNOLOGIES, INC.	1,142.99			
175153	09/05/2024	PRINTED	008316	VARDATA, LLC	1,201.73			
175154	09/05/2024	PRINTED	008362	VIBE COLLECTIVE AGENCY LL	6,750.00			
175155	09/05/2024	PRINTED	006220	WASTE RESOURCES, INC	498,069.61			
175156	09/05/2024	PRINTED	000302	WAXIE SANITARY SUPPLY	2,470.04			
175157	09/05/2024	PRINTED	000591	WAYNE HARMEIER INC	1,304.49			
175158	09/11/2024	PRINTED	007612	THEODORE I. BENITO	5,000.00			
175159	09/11/2024	PRINTED	007777	Azul Concreto Inc.	1,500.00			
175160	09/17/2024	PRINTED	008049	ABC PARTY RENTAL INC	380.75			
175161	09/17/2024	PRINTED	000137	ADMINISTRATIVE SERVICES C	29,044.44			
175162	09/17/2024	PRINTED	001429	ADVANCED HEALTHSTYLES FIT	4,864.89			
175163	09/17/2024	PRINTED	004691	ADVANTAGE MAILING LLC	24,082.23			
175164	09/17/2024	PRINTED	000797	ALESHIRE AND WYNDER LLP	484,551.43			
175165	09/17/2024	PRINTED	006506	ALL IN ONE PARTIES	235.00			
175166	09/17/2024	PRINTED	007004	ALLTECH INDUSTRIES INC	54,294.16			
175167	09/17/2024	PRINTED	005523	AMAZON CAPITAL SERVICES	2,417.53			
175168	09/17/2024	PRINTED	000495	AMERICAN SOCCER CO INC	1,761.09			
175169	09/17/2024	PRINTED	008395	ANDREA VILLASANA	50.00			
175170	09/17/2024	PRINTED	000736	ANSCHUTZ SOUTHERN CALIFOR	7,500.00			
175171	09/17/2024	PRINTED	007303	APOLLO WOOD RECOVERY, INC	6,650.85			
175172	09/17/2024	PRINTED	000543	AQUA FLO SUPPLY	243.36			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
175173	09/17/2024	PRINTED	008100	ARMAN'S JANITORIAL SUPPLI	2,485.78			
175174	09/17/2024	PRINTED	004410	B D WHITE TOP SOIL CO INC	1,784.94			
175175	09/17/2024	PRINTED	001248	BARR AND CLARK INC	1,610.00			
175176	09/17/2024	PRINTED	001248	BARR AND CLARK INC	715.00			
175177	09/17/2024	PRINTED	008194	BARRIOS & ASSOCIATES, LLC	6,022.50			
175178	09/17/2024	PRINTED	004641	BILLYE BATES	50.00			
175179	09/17/2024	PRINTED	003981	BIOMETRICS 4 ALL INC	8.25			
175180	09/17/2024	PRINTED	001438	BLUE DIAMOND MATERIALS	350.27			
175181	09/17/2024	PRINTED	006293	RUDOLFO BRILLANTES	50.00			
175182	09/17/2024	PRINTED	001031	JESUS-ALEX CAINGLET	50.00			
175183	09/17/2024	PRINTED	000445	CALED	120.00			
175184	09/17/2024	PRINTED	004165	CALIFORNIA CONSULTING	5,000.00			
175185	09/17/2024	PRINTED	000351	CHEM PRO LABORATORY INC	638.40			
175186	09/17/2024	PRINTED	001610	CHICAGO TITLE CO	900.00			
175187	09/17/2024	PRINTED	001489	CHOURA VENUE SERVICES	2,525.08			
175188	09/17/2024	PRINTED	001489	CHOURA VENUE SERVICES	14,210.21			
175189	09/17/2024	PRINTED	000114	CITY OF CARSON PETTY CASH	331.94			
175190	09/17/2024	PRINTED	008082	CLIMATEC LLC	29,275.16			
175191	09/17/2024	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	4,395.61			
175192	09/17/2024	PRINTED	008325	COLOR CARD ADMINISTRATOR,	251.73			
175193	09/17/2024	PRINTED	001381	COMPLETE OFFICE	487.97			
175194	09/17/2024	PRINTED	001629	CORTEZ GRAPHICS	2,370.38			
175195	09/17/2024	PRINTED	001180	COUNTY OF LOS ANGELES	8,793.11			
175196	09/17/2024	PRINTED	000259	CROWN TROPHY OF CYPRESS	116.37			
175197	09/17/2024	PRINTED	008147	CYNTHIA STAFFORD	5,937.50			
175198	09/17/2024	PRINTED	006467	CESAR DAHILIG	50.00			
175199	09/17/2024	PRINTED	000268	DAILY JOURNAL CORP	198.40			
175200	09/17/2024	PRINTED	006876	DONS AUDIO VISUAL	1,302.50			
175201	09/17/2024	PRINTED	007512	EDDINGS ENTERPRISES, INC.	959.24			
175202	09/17/2024	PRINTED	007456	EDWINA S. HUNTER	50.00			
175203	09/17/2024	PRINTED	003667	ERNESTINE LEVERETTE	50.00			
175204	09/17/2024	PRINTED	000039	EWING IRRIGATION PRODUCTS	623.58			
175205	09/17/2024	PRINTED	000221	FLEET PRIDE	64.01			
175206	09/17/2024	PRINTED	001268	GBROS INC	302.08			
175207	09/17/2024	PRINTED	007653	GCAP SERVICES, INC.	363.75			
175208	09/17/2024	PRINTED	008384	GENEVIEVE N. TAN DERMISSE	25,000.00			
175209	09/17/2024	PRINTED	008052	GET TOOLS CORP	3,980.87			
175210	09/17/2024	PRINTED	007568	GONZALEZ, ADRIANNA	878.80			
175211	09/17/2024	PRINTED	001293	WALTER GONZALEZ	50.00			
175212	09/17/2024	PRINTED	000793	GRAINGER	6,952.84			
175213	09/17/2024	PRINTED	001093	SHIRLEY GRAVES	50.00			
175214	09/17/2024	PRINTED	008361	THEMIS VIOLARIS	7,500.00			
175215	09/17/2024	PRINTED	008394	HANNAH MITCHELL	50.00			
175216	09/17/2024	PRINTED	008132	HASA INC	1,602.22			
175217	09/17/2024	PRINTED	000242	HINDERLITER DE LLAMAS AND	5,589.41			
175218	09/17/2024	PRINTED	000234	THE HOME DEPOT INC	13,049.75			
175219	09/17/2024	PRINTED	001477	LILLIAN HOPSON	50.00			
175220	09/17/2024	PRINTED	000514	HUNTINGTON HARDWARE CO IN	234.02			
175221	09/17/2024	PRINTED	001210	HYGRADE PLANTING MIX	360.40			
175222	09/17/2024	PRINTED	008372	JAMES RENE INTVELD	3,250.00			
175223	09/17/2024	PRINTED	008385	JDS WOODWORKS LLC	5,000.00			
175224	09/17/2024	PRINTED	000152	JERRYS CLEANERS	822.00			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
175225	09/17/2024	PRINTED	004935	JACQUELINE JOHNSON	50.00			
175226	09/17/2024	PRINTED	008390	JOSHUA MOORE	50.00			
175227	09/17/2024	PRINTED	008392	KAYLA HONMA	50.00			
175228	09/17/2024	PRINTED	007672	KELLY PAPER COMPANY	105.38			
175229	09/17/2024	PRINTED	008397	KHRISTOPHER REDWAY	50.00			
175230	09/17/2024	PRINTED	007093	KILEY & ASSOCIATES LLC	5,000.00			
175231	09/17/2024	PRINTED	007323	KISA ASHANTE HILLIARD	50.00			
175232	09/17/2024	PRINTED	000094	LAKESHORE LEARNING MATERI	198.24			
175233	09/17/2024	PRINTED	008272	LARHONDA BROWN	50.00			
175234	09/17/2024	PRINTED	004428	LAWSON PRODUCTS INC	4,669.36			
175235	09/17/2024	PRINTED	008391	LEWIS COLSON	50.00			
175236	09/17/2024	PRINTED	004435	LINCOLN AQUATICS	6,650.35			
175237	09/17/2024	PRINTED	008396	LIV WILLIAMS	50.00			
175238	09/17/2024	PRINTED	004767	DELIA LOPEZ	50.00			
175239	09/17/2024	PRINTED	005040	SALOMON LOPEZ	84.42			
175240	09/17/2024	PRINTED	000243	LOS ANGELES BUSINESS JOUR	3,500.00			
175241	09/17/2024	PRINTED	000072	BUSINESS FILINGS AND REGI	525.00			
175242	09/17/2024	PRINTED	000852	ROYE LOVE	50.00			
175243	09/17/2024	PRINTED	006884	LYFT, INC.	8,172.69			
175244	09/17/2024	PRINTED	008191	MATTHEWS FAMILY COUNSELIN	900.00			
175245	09/17/2024	PRINTED	007664	WILLIAMS SCOTSMAN, INC.	346.19			
175246	09/17/2024	PRINTED	001674	NYHART	11,500.00			
175247	09/17/2024	PRINTED	000357	ORANGE COUNTY TANK TESTIN	3,845.00			
175248	09/17/2024	PRINTED	002445	PATRICIA PATTERSON	50.00			
175249	09/17/2024	PRINTED	000460	PETES ROAD SERVICE INC	53.72			
175250	09/17/2024	PRINTED	001020	PITNEY BOWES	2,070.69			
175251	09/17/2024	PRINTED	000746	PITNEY BOWES RESERVE ACCO	633.52			
175252	09/17/2024	PRINTED	007372	PROTIME SPORTS INC	3,663.22			
175253	09/17/2024	PRINTED	001128	QUINN COMPANY	603.19			
175254	09/17/2024	PRINTED	008084	R&S OVERHEAD DOORS OF SOU	1,079.01			
175255	09/17/2024	PRINTED	000118	JULIE RUIZ RABER	50.00			
175256	09/17/2024	PRINTED	006973	RACE TELECOMMUNICATIONS,	1,045.50			
175257	09/17/2024	PRINTED	008230	RAJO, A CALIF. CORP	160.00			
175258	09/17/2024	PRINTED	010000	BLAINE TECH SERVICES, INC	240.00			
175259	09/17/2024	PRINTED	010000	BRIAN HILT	225.00			
175260	09/17/2024	PRINTED	010000	DAMON PARKER	300.00			
175261	09/17/2024	PRINTED	010000	DOLORES LEE	500.00			
175262	09/17/2024	PRINTED	010000	HELISTAR TRANSPORATION LL	715.20			
175263	09/17/2024	PRINTED	010000	JASMINE YOUNG	175.00			
175264	09/17/2024	PRINTED	010000	LOSILI MAKAAFI	300.00			
175265	09/17/2024	PRINTED	010000	LYNCH WINSTON	200.00			
175266	09/17/2024	PRINTED	010000	NICHOLAS LOKENI	430.00			
175267	09/17/2024	PRINTED	010000	SHEILA LEE	100.00			
175268	09/17/2024	PRINTED	010000	WILLIE GAUFF	150.00			
175269	09/17/2024	PRINTED	000402	ROADLINE PRODUCTS INC USA	18,704.69			
175270	09/17/2024	PRINTED	000057	ROBERT MCELROY LLC	19.99			
175271	09/17/2024	PRINTED	001230	ROBERTSONS READY MIX LTD	960.59			
175272	09/17/2024	PRINTED	000427	SAM'S CLUB DIRECT	1,240.55			
175273	09/17/2024	PRINTED	000444	MIGDALIA SANCHEZ	274.98			
175274	09/17/2024	PRINTED	000158	LIWAYWAY N SANTOS	171.52			
175275	09/17/2024	PRINTED	006964	SCCI, INC.	325.00			
175276	09/17/2024	PRINTED	000124	SEPULVEDA BUILDING MATERI	210.78			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
175277	09/17/2024	PRINTED	001803	VERGIE SEYMORE	50.00			
175278	09/17/2024	PRINTED	007281	SHANNON WAYNE LAWRENCE	50.00			
175279	09/17/2024	PRINTED	000170	SHERWIN WILLIAMS	11,210.73			
175280	09/17/2024	PRINTED	004226	DARLENE SIMPSON-LOTT	50.00			
175281	09/17/2024	PRINTED	000211	SMART AND FINAL IRIS	83.58			
175282	09/17/2024	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	177,675.20			
175283	09/17/2024	PRINTED	007313	STAGELINE MOBILE STAGE IN	3,528.00			
175284	09/17/2024	PRINTED	008374	STEPHEN SAYER	200.00			
175285	09/17/2024	PRINTED	006548	LEE STERLING JR	1,890.00			
175286	09/17/2024	PRINTED	001260	HOURIE TAYLOR	50.00			
175287	09/17/2024	PRINTED	005079	TELECOM LAW FIRM, PC	2,999.75			
175288	09/17/2024	PRINTED	008349	THIEN QUANG NGUYEN	25,000.00			
175289	09/17/2024	PRINTED	008356	THOMAS ANDREW GARZA	20,295.00			
175290	09/17/2024	PRINTED	007705	TRANSTECH ENGINEERS, INC.	148,648.08			
175291	09/17/2024	PRINTED	006919	TRINICHIA JORDAN	185.06			
175292	09/17/2024	PRINTED	006769	U S BANK CORPORATE PAYMEN	29,161.23			
175293	09/17/2024	PRINTED	006404	UNIFIRST CORPORATION	2,740.48			
175294	09/17/2024	PRINTED	000002	UNITED RENTALS (NORTH AME	1,004.93			
175295	09/17/2024	PRINTED	001249	VERIZON WIRELESS	350.34			
175296	09/17/2024	PRINTED	007191	VERNE'S PLUMBING, INC.	488.00			
175297	09/17/2024	PRINTED	000437	ITELIA WALKER	50.00			
175298	09/17/2024	PRINTED	004045	FREEMAN WATKINS	50.00			
175299	09/17/2024	PRINTED	001052	WILLIAM A KOONS	50.00			
175300	09/17/2024	PRINTED	007997	WILLIE ROBINSON	2,500.00			
175301	09/17/2024	PRINTED	000544	ZEP MANUFACTURING CO	1,476.36			
	233 CHECKS			CASH ACCOUNT TOTAL	2,585,349.54	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
233 CHECKS	FINAL TOTAL	2,585,349.54	.00

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

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 1, 2024, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: Michael George, Assistant to the City Manager CMO Administration

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

I. SUMMARY

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

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

Updates on recent and planned Commission activities are included below.

Economic Development Commission

The September 2024 meeting of the Economic Development Commission was canceled.

Environmental Commission

On September 4, 2024, the Environmental Commission (EC) met and received reports on several topics, including upcoming electric vehicle ribbon-cutting events, a Department of Energy grant application focus on building performance standards, an update on Carson's climate action plan, and a beautification event at Anderson Park planned for October 2, 2024, in collaboration with Community Services and the Parks, Recreation and Cultural Arts Commission. The next EC meeting is scheduled for Wednesday, November 6th at 6:30 pm at City Hall.

Public Works Commission

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

Human Relations Commission

On September 18, 2024, the Human Relations Commission successfully held their regular monthly meeting. A summary was given from the Commissioners who represented HRC at the City Council Meeting on September 3rd as Proclamation Recipient for the LA vs. Hate Week, an effort of the LA County Human Relations Commission on uniting against hate across the county and country. Application packages for the 2025 Rising Star Essay Contest were to be mailed out this month, and the Commission will follow up in-person with the schools around November. The Food Pantry Ad Hoc Committee reported on their monthly effort of donation dropping off in August, and suggested more ideas for discussion to support the students in need, including spreading the words about Councilmember Hicks' Food Giveaway events, coordinating for fresh produces pick-up/drop-off with donors and potential gift-cards contribution for the upcoming Holidays season. The Human Relations Commission will reconvene in October for their regular meeting.

Parks, Recreation, and Cultural Arts Commission

The Parks, Recreation, and Cultural Arts Commission convened on Thursday, August 29, 2024. The commissioners and Community Services/Recreation/Park Maintenance Department recognized the past season's youth baseball and softball champions. A brief slideshow about the winning teams was presented and coaches called up each team member to receive a certificate and take a photograph with the entire team and commission. This segment of the meeting proved to be fruitful as it sparked a conversation regarding the need for coaches and referees to attend clinics and trainings. The Recreation Superintendent Tim Grierson will lead this project in order to empower the city's volunteer coaches and positively impact our youth.

The next Parks, Recreation, and Cultural Arts Commission meeting is scheduled for this Thursday, September 26, 2024, at 6:30 p.m. in the Community Center, East Wing Activity Room. The agenda for this meeting focuses on the Long Beach Kids Zone Ordinance that was introduced to keep children safe in the playgrounds.

Planning Commission

See Exhibit 1.

Public Relations Commission

Public Relations Commission met on Tuesday, September 24, 2024, and discussed the budget appropriation and resources to consider for funding future entertainers.

Public Safety Commission

The Public Safety Commission met on Thursday, September 19 and successfully had a quorum. In this meeting our Chair, Louis Cogut, brought up his concerns on the Dominguez Channel gates being left open. We explained to him and the commissioners who has jurisdiction over that area and who needs to be contacted to address that concern further. In addition, the commissioners had some questions on unhoused individuals in the City of Carson. We explained to them how we currently have 4 engagement officers that assist with the unhoused community.

Senior Citizens Advisory Commission

The Senior Citizen Advisory Commission met on Monday, 9/9/2024, in the Carson Event Center Activity Room. The meeting began with the confirmation of a full quorum, followed by the Pledge of Allegiance and approval of the agenda for 9/9/24, as well as the minutes from 8/12/24. Votes were recorded and noted. Stephanie Cardona, Emergency Management Specialist – Public Safety Department outlined the role of Emergency Management, highlighting its function in responding to and preparing residents for an emergency. Additionally, the significance of maintaining an emergency kit was emphasized, with distributed information detailing a list of vital items to possess and steps to take before and after an emergency. A specialized workshop designed for seniors will be conducted by specialists from the Red Cross and the Los Angeles County Fire Department as follows: Date: Wednesday, September 18, 2024; Time: 11:00 a.m. – 1:00 p.m.; Location: Carson Event Center, Room 107. The workshop aims to instruct participants on preparing a go bag, planning for emergencies, selecting essentials to take during an emergency, and acting appropriately when an emergency occurs.

Discussions on pending issues proceeded, along with updated staff reports on a range of current and upcoming programs and events in Carson, including the following events to be held at the Carson Event Center: Heroes' Day - Wednesday, 9/11/24; Mariachi Fiesta - Friday, 9/27/24; Senior Halloween Luncheon, Friday, 10/1/24; and Women's Health Conference, Friday, 10/18/24.

Following discussions by the commission and staff, a unanimous vote was cast to adjourn the meeting at 4:47 pm. The next Senior Advisory Commission meeting is scheduled for Monday, October 14, 2024, at 4:00 pm, at the Carson Event Center.

Veterans Affairs Commission

The Veterans Affairs Commission met on Monday, September 16, 2024. During the meeting, the Veterans Day Subcommittee reported on the progress and current status of planning for the Veterans Day Celebration. The commission will have a custom tent and tablecloths to display their brochure and other resource items at this event. It was unanimously agreed upon by the Commission that, to provide a respectful and proper disposal method for damaged flags, a designated bin will be placed at the event. Attendees are encouraged to bring any worn or damaged flags to the bin, where they will be collected and later disposed of in a dignified manner by the fire department. The commission continues to provide feedback on their respective assigned parks, advising the Recreation Division on flag presentation and other maintenance concerns.

Women's Issues Commission

The Women's Issues Commission continues to explore ways to support the City of Carson and has made significant progress on the community survey aimed at understanding the needs and concerns of women in the city. In addition to the survey, the commission plans to attend several upcoming events around Carson, including the Women's Health Conference on October 18th, to engage with the community and further their mission of addressing women's issues within the city.

Youth Commission

The Youth Commission convened on Wednesday, September 11, 2024. The commission voted on board positions during the meeting and established a new board. The commissioners displayed a strong interest in serving on the commission and participated more actively. Isaac Young of Aleshire and Wynder delivered an excellent presentation on the Brown Act, providing the students with important information on communicating and conducting themselves properly during and outside meetings. The commissioners provided feedback on their observations after visiting their assigned parks and meeting with the park supervisors.

V. FISCAL IMPACT

There is no direct fiscal impact associated with this report.

VI. EXHIBITS

Planning Commission Update

Attachments

Planning Commission Update

Planning Commission Report
September 2024

Planning Commission September 2024

1. Design Overlay Review/ Conditional Use Permit/ Tentative Tract Map
   Applicant – Maupin Development, LLC
   Address – 215-231 W. Carson St.
   Request – Construction of 34-unit condominium

2. Design Overlay Review/ Conditional Use Permit/ Tentative Tract Map
   Applicant – Anastasi Development, LLC
   Address – 336 E. Carson St.
   Request – Construction of 50-unit condominium

3. Tentative Parcel Map
   Applicant – Carson Emerald 101, LLC
   Address – 101 E. Carson Street/ 117 E. Carson Street
   Request – Approval of a Tentative Map to subdivide an existing 29,000 sqft. parcel into two parcels.

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 1, 2024, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Michael George, Assistant to the City Manager CMO Administration

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

I. SUMMARY

This report transmits a monthly ongoing informational update to the City Council, at Mayor Davis-Holmes' request, regarding various City projects that are underway or will begin soon. Detailed updates on projects are provided in the following City function areas: Public Works Department (Exhibit 1), Information Technology Department (Exhibit 2), and the Public Safety Department within the City Manager's Office (Exhibit 3). No update is available this month for the Community Development Department.

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

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

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

V. FISCAL IMPACT

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

VI. EXHIBITS

1. Public Works Projects
2. Information Technology Projects

3. Emergency Management and Public Safety Projects

Attachments

Public Works Projects
Information Technology Projects
Emergency Management and Public Safety Projects

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

SEPTEMBER 2024
Monthly Report

Dr. Arlington Rodgers Jr., Director

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

ENGINEERING DIVISION

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

Street Improvements

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

- Status as of May 15, 2024: Designer is wrapping up the design. We are hoping to go out to bid by late September or early November. SCE has two more poles to locate, working on securing the required permits.
- Status as of June 20, 2024: Designer is wrapping up the design. We are hoping to go out to bid early summer. SCE has two more poles to locate, working on securing the required permits. Awaiting waterboard mitigation measures.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: Working with utilities, permitting agencies, final design. Tentatively scheduled to go out to bid in early October.
- **Status as of September 19, 2024:** Working with utilities, permitting agencies, final design. Tentatively scheduled to go out to bid in early October.

- PW919: WILMINGTON / I-405 FWY INTERCHANGE (aka: Wilmington & 223rd - Pull Box Access Improvements)
  - Location: Wilmington and 223rd St.
  - Description: Construct gate, ladder, and concrete platform to provide access to traffic signal pull boxes installed under existing bridge over the Dominguez Channel, at the southwest intersection of Wilmington Avenue & 223rd Street in Carson. This item is punch list work from PW 919, and it was requested by Los Angeles County so that the traffic signal can be maintained/serviced.
  - Budget: $300,000.00 from Measure M and Gas Tax
  - Status: AWARD OF CONSTRUCTION CONTRACT
    - Staff will make a recommendation to City Council on June 6, 2023, to award contract to CWS Systems. Inc. (Staff report 2023-0326)
  - Status (6/22/2023): Staff report 2023-0326 to award a construction contract to CWS Systems, did not complete the Legistar approval workflow for the June 6, 2023, City Council meeting, due to concerns from Finance/City Council/City Manager's office regarding a previous litigation matter with CWS Systems. The permit from Los Angeles County Flood Control District only allows for work in the Dominguez Channel to occur during the dry season, April 16 to October 14. Engineering Division needs clarification on how to move forward.
  - Status as of July 19, 2023: No update
  - Status as of August 17, 2023: Staff will be presenting staff report 2023-0326 at the September 5, 2023, City Council Meeting. Staff will be recommending awarding a construction contract to CWS Systems.
  - Status as of November 20, 2023: Staff will present Staff Report 2023-0873 at the December 5, 2023, City Council meeting to award a construction contract to HZS Engineering.
  - Status as of January 3, 2024: Staff is working on the approval of the certificate of insurance prior to routing the contract for signatures. Staff is also reviewing project submittals. Estimated construction start date is March 2024.
  - Status as of January 22, 2024: No update
  - Status as of February 15, 2024: Construction contract with HZS Engineering has been executed (C24-017), purchase order is pending. Estimated construction start date is March 2024 and estimated end of construction is May 2024. Pre-construction meeting is tentatively scheduled for February 29, 2024.
  - Status as of March 19, 2024: Engineering consultant (P.A. Arca Engineering, Inc.) issued revised drawings on March 8, 2024, which have caused a delay in the project. Staff is

reviewing change order requests from contractor due to newly revised Civil and Structural drawings. Estimated construction start date is tentatively scheduled for March 25, 2024.
  - Status as of April 24, 2024: Due to revised plans from design consultant received on March 8, 2024, construction started on April 15, 2024. Estimated construction completion date is May 3, 2024. Construction is currently at 85% complete.
  - Status as of May 20, 2024: Construction is complete. Staff is reviewing final punch list items and processing final invoices. Staff is anticipating presenting a project completion staff report to City Council during the month of June 2024.
  - Status as of June 20, 2024: Contractor is working on second round of punch list items estimated to be complete by June 28, 2024. Staff is anticipating presenting a project completion staff report to City Council during the month of July 2024.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: Project accepted as complete by City Council on July 16, 2024. Notice of Completion was filed on July 23, 2024. Project is 100% complete.
  - **Status as of September 19, 2024**: Internal contract completion notice signed on September 18, 2024. Pending retention release.

- <u>PW1393-4 & 1411-4: CITYWIDE ANNUAL OVERLAY PROGRAM AND CITYWIDE ANNUAL CONCRETE REPLACEMENT PROGRAM</u>
  - Location: Main Street from Carson Street to Victoria St.
  - Description: The project includes grind and overlay, concrete road replacement, repair of damaged sidewalks, driveway approaches, curbs and gutter, access ramps, tree removal and replacement.
  - Budget: $3,496,000.00
  - Current Phase: PURCHASE ORDER
    - Pending purchase order issuance.
  - Status (6/22/2023): Purchase order was printed on June 22, 2023. Estimated construction start date is August 7, 2023.
  - Status as of July 19, 2023: Estimated construction start date is August 2023.
  - Status of August 17, 2023: Construction started on August 7, 2023. Estimated completion date is December 29, 2023.
  - Status as of November 20, 2023: Ongoing construction. No major updates.
  - Status as of January 3, 2024: Project is on hold. Kinder Morgan and Torrance Logistics Company are prohibiting the use of vibration rollers to compact the asphalt pavement near gasoline pipelines along Main Street. Staff is working on alternate construction methods to achieve the pavement compaction requirements without the use of vibration rollers which are industry standard. Staff anticipates that alternate compaction methods will cause an increase in cost and project schedule.
  - Status as of January 22, 2024: No update
  - Status as of February 15, 2024: Project is on hold. Phillips 66 confirmed on 11/16/2023 that they have no concerns with the use of vibration rollers above their pipelines. Torrance Logistics Company confirmed on February 12, 2024, that they have no concerns with the use of vibration rollers above their pipelines. Kinder Morgan is the only company left that is expressing concerns with the use of vibration rollers above their pipelines. Staff met with Kinder Morgan on February 13, 2024, and is expecting an official response from Kinder Morgan by February 15, 2024.

- Status as of March 19, 2024: Ongoing construction. Cold milling started on March 18,2024. Asphalt pavement resurfacing is estimated to be complete by April 10,2024. Utility adjustment, traffic signal loop installation, and striping is expected to be complete by May 9,2024.
- Status as of April 24, 2024: Ongoing construction. The Contractor is currently adjusting utilities and will begin the first coat of striping on April 29, 2024. Estimated construction completion by May 31, 2024.
- Status as of May 20, 2024: Ongoing construction. Construction is 90% complete. Staff will be presenting a staff report to the City Council to request additional funding for added project scope. Estimated project completion date is June 2024.
- Status as of June 20, 2024**:** Ongoing construction including punch list items. Amendment No. 2 was approved at the June 18th City Council Meeting. Staff is moving forward with additional project scope. Estimated project completion date is July 2024.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: Contractor is working on punch list items. Permit application to Caltrans for sidewalk improvements within Caltrans Right of Way is being finalized by staff. Expected completion date is October 2024.
- **Status as of September 19, 2024**: Pending purchase order rollover for invoice payments. Expected completion date is October 2024.

- <u>PW1536: BUS AMENITY AND WAYFINDING PROJECT</u>
  - Location: Various locations throughout the city
  - Description: Installation of monument signs, bike racks, and wayfinding signs.
  - Budget: $852,859.00
  - Status: Initial scope of work completed; preparing for additional work
  - Status as of November 20, 2023: Received Metro's approval of reduced scope of work and time extension and scope modifications.
  - Status as of December 29, 2023: Reached out to Metro to confirm grant work reimbursable or to submit new extension request.
  - Status as of January 17, 2024**:** Confirmed with Metro that grant work is reimbursable and no new extension request is necessary.
  - Status as of January 22, 2024: No update
  - Status as of February 7, 2024: No update
  - Status as of March 13, 2024: No update
  - Status as of April 18, 2024: No update
  - Status as of May 15, 2024: No update
  - Status as of June 17, 2024: No update
  - Status as of July 25, 2024: Waiting for wayfinding guidance from City Manager's Office.
  - Status as of August 26, 2024: No update
  - **Status as of September 19, 2024:** Metro is requesting additional information to modify project scope to use all remaining funds toward wayfinding. Waiting for updates on wayfinding design direction from City Manager's office.

- PW1608: MLK JR. BLVD IMPROVEMENTS
  - Status as of January 3, 2024
    - TAIT is working on the 60% plans.
    - Awaiting the Geotechnical Report to confirm any recommendations.
    - Dennis to go over traffic comments with the City Traffic Engineer.
    - Plans sent over to Cal Water for their comments.
    - 60% of the plans are due on November 29th.
    - Will have 60% plan review meeting on December 5th.
    - 100% of the plans should be finished by January 25th, 2023.
    - Writing Staff report to take to council for the first meeting in February.
  - Status as of February 15, 2024
    - Plans are currently at 60%, working with Cal Water for Coordination
    - Looking at other Grant applications for cost.
    - 100% plans by mid-March.
  - Status as of March 18, 2024: 100% plans by mid-April.
  - Status as of April 24, 2024: Designer is developing options in design for City to consider.
  - Status as of May 15, 2024: Designer is developing options in design for City to consider, currently finalizing striping.
  - Status as of June 24, 2024: Designer is developing options in design for City to consider, currently finalizing striping. Expect to have plans completed by the first week in August.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: Consultant is finalizing plans and specifications.
  - **Status as of September 19, 2024:** Consultant is finalizing plans and specifications. Working with California Water to realign their water main.

- PW1642: DEL AMO BLVD. STREET IMPROVEMENT
  - Location: Del Amo from Central to Wilmington Blvd.
  - Description: This project includes concrete reconstruction, tree removal/replacement, asphalt concrete pavement overlay, repair of damaged sidewalks, driveway approaches, curbs and gutters, and access ramps.
  - Budget: $2,924,641.10
  - Current Phase: PRE-CONSTRUCTION.
    - Construction expected to start in February 2024
    - Preconstruction meeting scheduled for January 11, 2024
    - Status as of January 22, 2024:80% of the PCC improvements have been completed, including driveways, sidewalks, and curb and gutter installations.
    - PCC pavement removal and replacement will commence on the week of March 18, 2024.
  - Status as of March 18, 2024: Estimated completion date is May 2024
  - Status as of April 24, 2023: Contractor is currently working on grinding of the pavement. Final cap of asphalt will be installed by May 9, 2024. Estimated completion date is May 2024.
  - Status as of May 21, 2024: Project completed at approximately 90%. The first coat of striping paint was applied today.
  - Status as of June 24, 2024: Contractor is working on punch-list items.

- Status as of July 25, 2024**:** Punchlist items have been completed. Awaiting final invoice and CMS boards.
- Status as of August 29, 2024: Project will be presented to City Council as complete on September 17, 2024.
- **Status as of September 19, 2024:** Project will be presented to City Council as complete on October 1, 2024.

- PW1655: CARSON ST. REHABILITATION PROJECT
  - Location: Carson Street from Recreation Rd. to Santa Fe Ave.
  - Description: The length of this corridor is 2.2 miles, and the project includes concrete reconstruction, tree removal and replacement, asphalt concrete pavement overlay, repair of damaged sidewalks, driveway approaches, curbs and gutters, and access ramps.
  - Budget: $2,799,100.00
  - Status: COMPLETION AND CLOSEOUT
    - Contractor provided response to punch list on May 10, 2023.
    - The punch list discussions with the contractor are expected to be completed on May 30, 2023.
    - Contractor provided response to punch list comments on July 10, 2023**.**
    - Contractor submitted proposal for pavement repairs on August 16, 2023.
    - Status as of October 26, 2023: Contractor to provide dates for repairs.
    - Status as of March 18, 2024: We are currently awaiting the contractor's response to the last email sent on March 5, 2024, regarding the final punch list item.
    - Status as of April 24, 2024: No update
    - Status as of May 20, 2024: No update
    - Status as of July 25, 2024**:** No update
    - Status as of August 26, 2024: No update
    - **Status as of September 19, 2024**: No update

- PW1687: CARSON ST. INTELLIGENT TRANSPORTATION SYSTEM
  - Location: Carson St. from 405 Fwy to Figueroa Street
  - Description: The project involves the installation of CCTV cameras and appurtenant hardware at ten (10) intersections along Carson Street, connecting these to existing fiber optic cable, and tying the existing fiber optic cable into City Hall. The project will also include the establishment of a Traffic Management Center in City Hall for the purposes of traffic signal synchronization, traffic management, surveillance, and traffic monitoring.
  - Budget: $700,000.00
  - Status as of November 20, 2023: Reviewing feasibility of qualification-based contractor procurement strategies with Finance.
  - Status as of December 29, 2023**:** Issued solicitation for systems engineering from Engineering On-call consultant list, proposals due 1/4/24.
  - Status as of January 17, 2024: Received proposals; need to discuss contract options with Purchasing.
  - Status as of February 7, 2024: Negotiating contract with consultant.

- Status as of March 13, 2024: Received updated proposal from consultant. Task Order to be issued to perform systems engineering.
- Status as of April 18, 2024: Conducted kickoff meeting; conducting field review of existing equipment and fiber optic cable.
- Status as of May 15, 2024: Field work ongoing**.**
- Status as of June 20, 2024: Consultant met with IT Department at City Hall. Received 60% plans for traffic signal and fiber optic work.
- Status as of July 25, 2024: Reviewing plans.
- Status as of August 26, 2024: No update
- **Status as of September 19, 2024**: No update

- PW1694: PROJECT: BRIDGE MAINTENANCE INSPECTION REPORTS – WORK RECOMMENDED
  - Location: All bridges with an open inspection report
  - Description: Complete work recommended items as noted in the bridge inspection reports from Caltrans.
  - Status: CONTRACT EXECUTION
    - Staff will make recommendation to City Council on June 6, 2023, to award contract to Beador Construction Company, Inc. (Staff report 2023-0379)
  - Status (6/22/2023): Contract was awarded to Beador Construction company at the June 6 City Council meeting. The contract is being executed.
  - Status as of July 19, 2023: The contract was executed. Pending purchase order.
  - Status as of August 17, 2023: Pending purchase order approval.
  - Status as of September 21, 2023: Staff sent the purchase order to contractor and requested a preliminary baseline schedule. Estimated start date is pending.
  - Status as of January 3, 2024: No updates
  - Status as of January 22,2024: Estimated construction start date is March 2024. Staff is working on construction submittals.
  - Status as of February 15, 2024: No Update
  - Status as of March 19, 2024: Staff has reviewed the submittals from the contractor. Traffic control submittals have not been submitted by Contractor.
  - Status as of April 24, 2024: Contractor is working on traffic control submittals. Estimated construction start date is June 2024.
  - Status as of May 20, 2024: Staff is applying for encroachment permits to the following agencies: LA County Flood Control District, Caltrans, City of LA, City of Long Beach. Estimated construction start date is June 2024.
  - Status as of June 20, 2024: Staff is finalizing permit applications with the agencies above. Estimated Start date is August 2024.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: Awaiting permit approval from Caltrans for traffic control encroachment within Caltrans Right of Way. Estimated start date is September 2024.
  - **Status as of September 19, 2024**: Estimated start date is October 2024. Caltrans Right of Way permits pending.

- PW1701/1715: MEDIAN LANDSCAPE IMPROVEMENTS
  - Location: City-wide
  - Description: Irrigation upgrades, landscaping upgrades in City medians and streetscapes
  - Budget: $1,500,000
  - Status: PRE-DESIGN
    - Status as of December 29, 2023: Prepared draft scope for Median Streetscape Plan
    - Status as of January 17, 2024: Working on receiving proposal by 1/31/24.
    - Status as of February 7, 2024: Negotiating contract with Consultant.
    - Status as of March 13, 2024: Received updated proposal from consultant. Task Order to be issued to develop Streetscape Master Plan.
  - Status of April 18, 2024: Conducted kickoff meeting and first project design meeting. Reviewing existing conditions.
  - Status as of May 15, 2024: Draft plant palettes developed by consultant**.**
  - Status as of June 20, 2024: Three sets of concepts have been submitted by consultant.
  - Status as of July 25, 2024**:** One concept for each land use type was selected internally and presented to the Public Works Commission. The consultant is working on the cost estimates and implementation plan.
  - Status as of August 26, 2024: Received draft Streetscape Master Plan from consultant. Staff reviewing to provide comments.
  - **Status as of September 19, 2024:** City Staff to provide feedback to consultant next week. Streetscape Master Plan anticipated to go to City Council for acceptance at the October 15, 2024, meeting.

- PW1763: ARPA ROADWAY REHABILITATION PROJECT
  - Location: Residential streets throughout the city selected per Pavement Management Program report.
  - Description: Roadway rehabilitation with slurry seal method
  - Budget: $3,500,000.00
  - Status: CONSTRUCTION IN PROGRESS
    - The contractor is scheduled to resume work in June 2023, pending warmer temperatures.
    - Contractor is working on the new schedule. Anticipating submittal, the week of July 10, 2023.
    - Contractor resumed with construction activities on July 17, 2023.
    - Status as of January 22, 2024: Construction was completed in October 2023.
    - Status as of March 18, 2024: Repairs on streets that were completed during the Winter 2022 will take place in June 2024.
    - Status as of April 24, 2024: No update
    - Status as of May 21, 2024: Public Works Right of Way Division has started crack sealing. PMI is scheduled to start on June 3, 2024.
    - Status as of June 18, 2024: PMI is on the third week of the schedule. Construction is expected to be completed the week of July 1, 2024.
    - Status as of July 25, 2024**:** PMI has completed the work and will provide a schedule for the punch list items.
    - Status as of August 26, 2024: No update
    - **Status as of September 19, 2024**: No update

- PW1765: LOMITA BLVD
  - Status as of January 3, 2024:
    - TAIT is sending over 30% of plans for review.
    - Geotechnical report will be completed by the end of November.
    - Railway spurs application is $2,000 per spur, Tait is saying these fees will amount to $8,000 for all the Street Improvement projects that the city has.
    - Plans should be complete by the end of January.
    - Plan to take to council for approval on the second meeting in February.
    - Status as of February 15, 2024: Plans are expected to be complete by mid-March.
    - Status as of March 18, 2024: Plans are expected to be complete by mid-April.
    - Status as of April 24, 2024: Working with City of Los Angeles for applicable permits.
    - Status as of May 15, 2024: Meeting set up with the City of Los Angeles to go over permits and project.
    - Status as of June 24, 2024: Meeting set up with the City of Los Angeles to go over permits and project.
    - Status as of July 25, 2024: No update
    - Status as of August 26, 2024: Consultant working on the right of way issues for stormwater easement.
    - **Status as of September 19, 2024:** Consultant working on the right of way issues for stormwater easement.

- PW1773: CARSON ACTIVE TRANSPORTATION & COMMUNITY CONNECTIVITY PLAN
  - Location: Citywide
  - Description: Develop Carson Active Transportation and Community Connectivity Plan.
  - Budget: $405,000 ($358,000 in Caltrans Sustainable Communities Grant)
  - Status: PREDESIGN
    - Contract awarded to Alta Planning + Design, Inc. at the May 2, 2023, City Council Meeting
    - Project kickoff meeting conducted August 31, 2023.
  - Status as of November 21, 2023: Consultant proceeding with existing conditions review and public outreach plan. Website anticipated to be up by January 2024
  - Status as of December 29, 2023: Consultant preparing to go live with website, social media, etc. in January.
  - Status as of January 17, 2024: Website, social media, etc. are live. First virtual open house is set for 1/25/24.
  - Status as of February 7, 2024: Research and analysis is ongoing. In-person open house events planned for February 22, 2024, and April 18, 2024.
  - Status as of March 13, 2024: In-person open house was held at Anderson Park on February 22, 2024. The final open house is scheduled for April 18, 2024, at Veterans Park. Research and analysis are ongoing.
  - Status as of April 18, 2024: Received existing conditions report draft and provided comments. The final open house is scheduled for April 18, 2024, at Veterans Park. Research and analysis are ongoing.
  - Status as of May 21, 2024: Final open house was conducted. Analysis is ongoing. Planning for fall workshop meetings in progress.

- Status as of June 20, 2024**:** Walk audit conducted at select schools. Analysis is ongoing. Planning for fall workshop meetings is ongoing.
- Status as of July 25, 2024**:** Consultant has begun to prepare draft recommendations, concepts, and cost estimates.
- Status as of August 26, 2024: Staff working with consultant on draft recommendations.
- **Status as of September 19, 2024:** Internal draft document prepared for discussion with management. Public workshops are scheduled for November.

- PW1775: 213TH ST. STREET LIGHTS
  - Location: East 213th Street between Chico Ave and Wilmington Blvd
  - Description: Installation of streetlights
  - Budget: $800,000
  - Status: DESIGN PROCUREMENT
    - Status as of December 29, 2023: Solicitation issued from Engineering On-call consultant list; 1 proposal received.
    - Status as of February 7, 2024: Negotiating contract with consultant.
    - Status as of March 13, 2024: Consultant to send revised scope and fee (final iteration).
    - Status as of April 18, 2024: Waiting for Task Order and Notice to Proceed (NTP)
    - Status as of May 21, 2024: Conducted kick-off meeting.
    - Status as of June 20, 2024: Field work ongoing.
    - Status as of July 25, 2024**:** Consultant is preparing plans.
    - Status as of August 26, 2024: No update
    - **Status as of September 19, 2024:** 30% submitted to City. Comments sent.

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

- PW1780: VICTORIA TRANSIT CENTER
  - Location: Victoria Street near Tamcliff Avenue
  - Design and construction of a new transit center adjacent to CSUDH.
  - Budget: $3,525,000
  - Status as of November 21, 2023: DESIGN
    - Task Order 2023-008 issued to Breen for Conceptual Design
    - Follow-up meetings to be held to discuss incorporating CSUDH, Dignity Health input.

- Status as of December 29, 2023: Awaiting revised concept after 2nd meeting.
- Status as of January 17, 2024: No update
- Status as of February 7, 2024**:** Received revised concepts which are being reviewed by City and CSUDH Staff.
- Status as of March 13, 2024: Revised concepts discussed at February 29, 2024, meeting with consultant and CSUDH. Conceptual design to be finalized later this month.
- Status as of April 18, 2024: Working with CSUDH to coordinate upcoming survey work.
- Status as of May 15, 2024: Awaiting Access & Exclusivity Agreement from CSUDH to allow for onsite survey work.
- Status as of June 20, 2024: Working with CSUDH to execute Access Agreement.
- Status as of July 25, 2024: Still working to execute agreement. City working to obtain right-of-way documents from CSUDH.
- Status as of August 26, 2024: No update
- **Status as of September 19, 2024:** Agreement set to go to City Council on October 01, 2024, for approval.

- PW1785: BICYCLE MASTER PLAN UPDATE
  - Location: City-wide
  - Description: Update City Bicycle Master Plan
  - Budget: $897,000
  - Status: PRE-DESIGN
  - Status as of December 29, 2023: Working with Caltrans to program allocation request.
  - Status as of January 17, 2024: No update
  - Status as of February 7, 2024: No update
  - Status as of March 13, 2024: On CTC March Agenda for allocation
  - Status as of April 18, 2024: CTC allocated funds for plan update. Program supplement agreement scheduled for the May 21, 2024, City Council Agenda.
  - Status as of May 20, 2024: No update
  - Status as of June 20, 2024: Received approved finance letter from Caltrans. Drafting RFP scope of work.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: No update
  - **Status as of September 19, 2024**: Drafting project scope.

- PW1753: UNIVERSITY DRIVE STREET IMPROVEMENT – AVALON TO WILMINGTON FEDERAL PROJECT NO. STPL-5403(033)
  - Status as of May 20,2024: Request for Authorization for Preliminary Engineering Application was resubmitted to Caltrans on May 16, 2024. Estimated construction start date is June 2025.
  - Status as of June 20,2024: Staff resubmitted application on June 17, 2024. Revised application included “Expedited Project Selection Procedures (EPSP)” approval from SCAG.
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: Application pending approval from Caltrans.

- **Status as of September 19, 2024**: Staff will be presenting staff report at the October 1,2024 City Council meeting to authorize the execution of Program Supplement Agreement No. F025 for University Drive. Execution of agreement will permit staff to move forward with design. Estimated construction is June 2025.

Traffic Signal Improvements

- PW1611: TRAFFIC SIGNAL INSTALLATION AT CENTRAL AVE. & DIMONDALE DR.
  - Location: Intersection of Central Ave. and Dimondale Dr.
  - Description: Installation of new Traffic Signal
  - Budget: $660,000
  - Status: CONSTRUCTION IN PROGRESS
    - Construction resumed May 22, 2023
  - Status as of October 26, 2023: Geotechnical assessment underway to evaluate saturated soil conditions for signal pole foundation.
  - Status as of November 20, 2023: Geotech report received. No structural redesign is needed. Directed KOA to provide formal response to RFI with recommendations. Contractor reviewing response.
  - Status as of November 21, 2023: Accepted; Notice of Completion recorded, retention release anticipated next week.
  - Status as of January 17, 2024: Work resumed December 27, 2023. Concrete pour of custom foundation complete. Construction is anticipated to be completed in February.
  - Status as of February 7, 2024: Traffic signal poles in place, SCE provided power. Signal scheduled to be activated on or before 2/19/24. Construction is anticipated to be completed in March.
  - Status as of March 13, 2024: Traffic signal operational as of March 8, 2024. Punch list items and LA County review for acceptance of maintenance remaining.
  - Status as of April 18, 2024: No update
  - Status as of May 15, 2024: No update
  - Status as of June 20, 2024: Waiting for final signal timing plan from County.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: Approved final timing, waiting for County to implement.
  - **Status as of September 19, 2024:** Timing implemented, accepted for maintenance by Los Angeles County, project completion going to City Council on October 01, 2024.

- PW1614: DEL AMO BLVD. AT STAMPS DR. TRAFFIC SIGNAL IMPROVEMENT
  - Location: Intersection of Del Amo Boulevard and Stamps Dr.
  - Description: Installation of new Traffic Signal
  - Budget: $485,268.95
  - Status: CONSTRUCTION IN PROGRESS
    - Consultant to prepare legal description and exhibit to use for easement.
    - SCE to execute easement with property owner.
    - Crosstown to order poles after easement executed and locations verified.
  - Status as of November 20, 2023: SCE is working on plans to bring power to the intersection. Design engineer is revising plans to incorporate SCE changes.

- Status as of December 29, 2023: Property owners do not want to execute easement due to concerns over service location impacting their hardscape and access during construction. Other alternatives being explored.
- Status as of January 17, 2024: Property owners do not want to execute SCE easement. City to explore alternative of constructing traffic signal along with development of property to the south.
- Status as of February 7, 2024: No update
- Status as of March 13, 2024: No update
- Status as of April 18, 2024: No update
- Status as of May 15, 2024: No update
- Status as of June 20, 2024: No update
- Status as of July 25, 2024: Contract Termination Notice issued to contractor. Project to re-bid after re-design of electrical service and traffic signal.
- Status as of August 26, 2024: Reviewing contractor invoices for work completed.
- **Status as of September 19, 2024**: No update

- PW1647: I-110 FREEWAY ARTERIAL IMPROVEMENTS
  - Location: Del Amo Blvd at Vermont Ave; Del Amo Blvd at Figueroa St; Del Amo Blvd at Main St; Hamilton Ave at I-110 SB on/off-ramps; Figueroa St at I-110 NB on/off ramps; Figueroa St at Torrance Blvd; Main St at Torrance Blvd; Carson St at Vermont Ave; Carson St at Figueroa St; and Avalon Blvd at Carson St
  - Description: Traffic Signal Improvement at 6 intersections near I-110 /FOLA with Metro Express lanes Net Toll Revenue Reinvestment Grant
  - Budget: $3,520,000 = $1,760,000 (Grant Fund) + $1,760,000 (Local Fund)
  - Status: DESIGN
  - Status as of October 26, 2023: Awaiting execution of Funding Agreement for extension and scope modifications.
  - Status as of November 20, 2023: Received Metro's approval of reduced scope of work and time extension.
  - Status as of December 29, 2023: Consultant reviewing and updating scope.
  - Status as of January 17, 2024**:** No update
  - Status as of February 7, 2024: Consultant reviewing relevant traffic studies to refine scope.
  - Status as of March 13, 2024: No update
  - Status as of April 18, 2024: No update
  - Status as of May 20, 2024: No update
  - Status as of July 25, 2024**:** Consultant's traffic analysis showed that proposed treatments at three of the project intersections will not markedly improve traffic conditions. City to submit request for Scope Modification from Metro to be able to use the funds on different traffic signals and treatments that will have a greater positive impact to traffic.
  - Status as of August 26, 2024: Scope modification request sent to Metro; meeting scheduled with Metro in September to discuss.
  - **Status as of September 19, 2024:** Staff preparing additional documents for submission to Metro as requested to supplement scope modification request.

- PW1649: HSIP H8-07-003 TRAFFIC SIGNAL UPGRADE
  - Location: Intersections of Avalon Blvd at Victoria St, Main St at Sepulveda Blvd, Main St at 223rd St, and Figueroa St at Torrance Blvd
  - Description: Traffic Signal Upgrades for 4 intersections with HSIP Grant
  - Budget: $1,912,000 = $1,720,890 (HSIP Fund) + $1,279,110 (Local Fund)
  - Status: DESIGN
    - Awaiting final SCE plans
  - Status as of November 20, 2023: No update
  - Status as of December 29, 2023: No update
  - Status as of January 17, 2024: No update
  - Status as of February 7, 2024: Received final SCE plans, working with designer to finalize PS&E package.
  - Status as of March 13, 2024: Meeting scheduled this month with designer to review PS&E package and outstanding items.
  - Status as of April 18, 2024: Additional work on design and Caltrans authorizations will require forthcoming change order.
  - Status as of May 15, 2024**:** Contract amendment for the Consultant is scheduled for June 4, 2024, City Council Agenda for additional design and Caltrans authorization work. Working with Caltrans to submit necessary forms to authorize construction funding.
  - Status as of June 20, 2024: Working with Caltrans on necessary forms to authorize construction funding and FHWA review/approval of Carson's PLA**.**
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: PLA does not apply to Federal-aid projects. Working with consultant to confirm utility investigation complete and finalize plans.
  - **Status as of September 19, 2024:** NEPA CE received from Caltrans. Advantec submitted final plans. City performing final review. Anticipated City Council approval date of October 15, 2024.

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

- Status as of February 7, 2024: Received final SCE plans, working with designer to revise PS&E package, Los Angeles City DOT to review location within their right-of-way.
- Status as of March 13, 2024: Received final PS&E package for Los Angeles City DOT location, to sign internally and submitted to LADOT for signature. Designer making final revisions to PS&E package.
- Status as of April 18, 2024: LADOT provided approval, but LABOE has not reviewed. Met with LABOE to clarify their approval process for "A Permit".
- Status as of May 15, 2024: LABOE to review plans.
- Status as of June 20, 2024: LABOE review continuing**.**
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: LABOE reviewed with no further comments. LABOE issuing permit and final signing of plans.
- **Status as of September 19, 2024:** Staff preparing bid package, awaiting filing of Notice of Exemption.

- <u>PW1667: TRAFFIC SIGNAL IMPROVEMENT AT AVALON BLVD. & GARDENA BLVD.</u>
  - Location: Intersection of Avalon Blvd and Gardena Blvd
  - Description: Traffic signal upgrade design to include protected left-turn phasing for north-south traffic.
  - Budget: $500,000
  - Status: DESIGN
    - Status as of October 26, 2023: Design Consultant to submit 100% PS&E packet. Status as of November 20, 2023: Designer is obtaining potholing. Designer will submit plans in early December. County is reviewing City's request to incorporate our design into County's Avalon TSSP project design.
    - Status as of January 17, 2024: Design complete. City has accepted package. Sent to County, who will be preparing revised signal design.
    - Status as of February 7, 2024: County preparing update to design to insert into upcoming City procurement.
  - Status as of March 13, 2024: No update
  - Status as of April 18, 2024: No update
  - Status as of May 20, 2024: No update
  - Status as of June 20, 2024**:** Received County's revised signal design; comments returned to County for final incorporation**.**
  - Status as of July 25, 2024: No update
  - Status of August 26, 2024**:** Received final plans from County. Reviewing and compiling bid package.
  - **Status as of September 19, 2024:** Staff preparing bid package, awaiting filing of Notice of Exemption.

- <u>PW1784: CENTRAL AVE. AT UNIVERSITY DR. TRAFFIC SIGNAL IMPROVEMENT</u>
  - Location: Intersection of Central Avenue and University Drive.
  - Description: Installation of left turn arrows at existing signalized intersection
  - Budget: $640,000

- Status: DESIGN
  - Consultant preparing 60% plans.
  - Status of August 26, 2024**:** Consultant submitted 60% plans and City reviewing. Working through design issues with placement of new signal poles.
  - **Status as of September 19, 2024:** City provided 60% comments. Consultant is revising plans; 90% anticipated in November.

Summary of All Traffic Signal Projects:

Location/Intersection	Construction Start Date	Anticipated Construction Completion Date
P**W 1611** Central Ave & Dimondale Dr	MAY 2023	OCTOBER 2024*
Avalon Blvd at Carson St	In Design	TBD
PW 1667-Avalon Blvd at Gardena Blvd	MARCH 2025	TBD
PW 1649-Avalon Blvd at Victoria Ave	MARCH 2025	TBD
Carson St at Vermont Ave	In Design	TBD
Carson St at Figueroa St	In Design	TBD
PW 1736- Carson St. at Wilmington Ave	(CIP 24-25 Design)	TBD
PW 1784- Central Ave at University Dr	In Design	TBD
Del Amo Blvd at Vermont Ave	In Design	TBD
PW 1647-Del Amo Blvd at Figueroa St	In Design	TBD
Del Amo Blvd at Main St	In Design	TBD
PW 1647 Del Amo Blvd at Hamilton Ave	In-Design	TBD
PW 1736 Dolores St. at 223rd St.	(CIP 24-25 Design)	
PW 1647 Hamilton Ave at I-110 SB On/Off-ramps	In Design	TBD
PW 1657-Main St at 220th St	MARCH 2025	TBD
PW 1649 -Main St at 223rd St	MARCH 2025	TBD
PW 1657-Main St at Albertoni St	MARCH 2025	TBD
PW 1649-Main St at Sepulveda Blvd	MARCH 2025	TBD
Main St at Torrance Blvd	In Design	TBD
PW1657-Main St at Victoria St	MARCH 2025	TBD
PW 1647-Main St. at I 405 NB On-ramp	In Design	TBD
PW 1647-Main St. at I 405 NB Off-ramp	In Design	TBD
PW 1736-Main St. at Carson St.	(CIP 24-25 Design)	TBD
PW 1657-Figueroa St at 223rd St	MARCH 2025	TBD
Figueroa St at 228th St	In Design	TBD
PW 1657-Figueroa St at 234th St	In Design	TBD
PW 1647-Figueroa St at I-110 NB on/off ramps	In Design	TBD
PW 1649-Figueroa St at Torrance Blvd	MARCH 2025	TBD
PW 1657-Figueroa St at Victoria St	MARCH 2025	TBD

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

Stormwater Improvements

- PW1682: STORMWATER FACILITIES & IMPLEMENTATION PLAN
  - Location: Citywide
  - Description: Developing a plan to identify potential new stormwater facilities that are needed for compliance with City's National Pollutant Discharge Elimination Systems (NPDES) permit. Ensures that we have clean water in our local waterbodies and helps with climate resiliency through water capture and pre-treatment and reduces our impact on the oceans. To also update the Enhanced Watershed Management Plan, which is a document that is used to maintain compliance with the City's NPDES permit. This is needed to keep up to date with permits from the State.
  - Current Phase: PLAN DEVELOPMENT AND SITE SELECTION
    - The first project identified is the Stevenson Park Stormwater Capture Facility. The team has already reached out to Los Angeles County Sanitation to perform a sewer area study and is working on getting funding. The team must also gain approval from the Flood Control District before moving forward with an application next fiscal year. We have been informed that applications for future funding may be paused for this year.
    - The consultant has identified BMPs for the Gardena, Main and Avalon Green Street Improvement task that were added to the amended contract in June. 60% of the design has been completed and the project is pending a geotechnical review. We are negotiating and looking for potential funding to provide surveying and geotechnical work. Design is paused until this can be executed.
    - Status as of January 22, 2024: The team is conducting outreach to the Mayor in February to help promote understanding and to gain feedback on potential stormwater facilities and compliance with the MS4 permit. They will also reach out to several other officials.
    - Status as of February 21, 2024: The team is conducting outreach to stakeholders throughout the city to inform them of the Plan. They are also revising several aspects of the scoring to provide a better assessment of possible stormwater facilities.
    - Status as of March 20, 2024: The consultant is preparing for outreach to City Council members and other stakeholders, outreach materials and content will be reviewed when submitted. The consultant is also planning on completing the Facilities Plan by the end of May.
    - Status as of April 23, 2024: The consultant is working on finalizing a prioritization of all stormwater BMPs in the coming months.
    - Status as of May 20, 2024: No update
    - Status as of June 20, 2024: The consultant expects to submit a completed draft master plan by the end of the month.
    - Status as of July 25, 2024: No update
    - Status as of August 26, 2024**:** The plan has been completed, a workshop will be planned to present the potential projects to City staff and inform feedback on moving forward with any projects.
    - **Status as of September 19, 2024:** No updates. A workshop is still planned.

- PW1776 CALAS PARK STORMWATER SUPPLEMENTAL ENVIRONMENTAL PROJECT
    - Location: Calas Park
    - Description: Joint project with Los Angeles County Sanitation Districts to construct a stormwater treatment and capture facility. This project will divert water from the storm drain and allow it to be cleaned and/or reused in the park while also improving park facilities.
    - Current Phase: Request for Proposals to perform design services.
    - Status as of March 20, 2024: The RFP is out for bid and bids should be received by next month, with a selection in May.
    - Status as of April 23, 2024: We are on schedule with the RFP. A pre-proposal meeting was conducted with 30 attendees. The bid opening will be in early May with interviews the following week if needed.
    - Status as of May 20, 2024: No update.
    - Status as of June 20, 2024: The project is set to be awarded in July and will go on the City Council's agenda. The company selected is Craftwater Engineering.
    - Status as of July 25, 2024: No update
    - Status as of August 26, 2024: Craftwater Engineering has begun pre-design for the project and the contract is in the process of being executed.
    - **Status as of September 19, 2024:** Contract has been executed. Utilities and background information are being collected.

- PW1783 DELFORD CULVERT REPLACEMENT
    - Location: 22700 Delford Avenue to 174 W 226th Place
    - Description: Due to drainage issues and root intrusion found in this culvert, the City is replacing the entire length to prevent flooding at 22700 Delford Avenue. The replacement will be a box culvert that runs underneath private property.
    - Status as of February 21, 2024: Received plans, to be reviewed and approved before construction.
    - Status as of March 20, 2024: Final plans have been approved and the Project is ready to construct. However, the contract is still in the process of execution. Project will begin construction in mid to late April pending contract execution.
    - Status as of April 23, 2024: The contract has passed insurance requirements and Purchasing is processing the contract so that work may begin. The work will take place in May and residents have been notified of the upcoming construction.
    - Status as of May 20, 2024: No update
    - Status as of June 20, 2024: The project has completed design and insurance requirements. Construction will begin this month and is expected to be completed in August 2024.
    - Status as of July 25, 2024: No update
    - Status as of August 26, 2024: The pouring of the new culvert has been completed. Remaining work is accessory and due to be completed in the next month.
    - **Status as of September 19, 2024:** Small tasks remaining but the structures have been nearly completed.

Bike Lane Projects

- PW1451 & 1452: BIKE LANE INSTALLATION
  - Location: Figueroa Street, Main Street, Victoria Street, and Carson Street. University Drive, Avalon Boulevard, Central Avenue, Del Amo Boulevard, and 223rd Street.
  - Description: Design and construction of bike lane facilities
  - Budget: PW1451 = $4,900,000.00; PW1452 = $4,900,000.00
  - Current Phase: DESIGN AND PERMITTING
    - Final design plan review to be completed in January 2024
    - Status as of October 26, 2023: Metro Measure M funding awarded and programmed for construction phase.
    - Status as of November 20, 2023: Working with Metro on funding agreement for Measure M funds.
  - Status as of December 29, 2023: Working with Caltrans Local Assistance to confirm the revised funding plan including Metro funds and City match.
  - Status as of January 17, 2024: Resubmitted with additional Caltrans requirements.
  - Status as of February 7, 2024: City performing design review to coordinate with other CIP projects.
  - Status as of March 13, 2024: No update
  - Status as of April 18, 2024: Consultant updating final plans package to incorporate other City projects, updates to Federal MUTCD.
  - Status as of May 15, 2024: LACMTA funding agreements scheduled for the May 22, 2024, City Council Agenda. Working with Caltrans to submit necessary forms to authorize construction funding.
  - Status as of June 20, 2024: Working with Caltrans on necessary forms to authorize construction funding and FHWA review/approval of Carson's PLA**.**
  - Status as of July 25, 2024: Meeting tentatively scheduled with Caltrans to discuss delivery options.
  - Status of August 26, 2024: Received tentative direction from Caltrans on City's project delivery and packaging plan. Confirmed that Metro also accepts this approach. Caltrans is agreeable to converting some Federal-Aid funds to State funds which will reduce the paperwork burden on CIP projects that use the new striping design. Project will be bid in 3 parts: 1) Median modifications and lighting relocation, 2) Federal-Aid signing and striping for projects not already in CIP (also not subject to PLA), and 3) individual signing and striping sheets for CIP projects to be implemented over this fiscal year and the next two (2) fiscal years prior to 2028 Olympics. City is waiting for final confirmation from Caltrans on this plan.
  - **Status as of September 19, 2024:** City awaiting final plans for each of three (3) packages. Anticipated City Council approval date is October 15,2024.

- PW1490 & 1600: DOMINGUEZ CHANNEL BIKE PATH INSTALLATION PHASES I & II
  - Location – Phase I: Main Street to Avalon Boulevard
  - Location – Phase II: Avalon Boulevard to Carson St.
  - Description: Installation of Bike path along Dominguez Channel
  - Budget: $9,000,000.00 (PW1490); $5,500,000.00 (PW1600)
  - Current Phase: DESIGN AND PERMITTING
    - As a result of the redesign to address safety concerns, the City is working with Metro requesting additional funding and a time extension.

- Status as of October 26, 2023: Consultant to continue design with modified scope.
- Status as of November 20, 2023: Consultant to continue design with modified scope.
- Status as of December 29, 2023**:** Consultant contract amendment approved, awaiting signed amendment in mail to issue task order.
- Status as of January 17, 2024: Awaiting signed task order memo to issue task order Notice to Proceed.
- Status as of February 7, 2024: Notice to proceed on Task Order was issued, working with LA County DPW to obtain permit to conduct survey work for design.
- Status as of March 13, 2024: LA County DPW permit obtained, survey work to begin this month.
- Status as of April 18, 2024: Seeking a meeting with LA County to review geotechnical scope, waiting for communication from LA County as to who is reviewing.
- Status of May 15, 2024: Met with LA County to review structural and geotechnical questions, working with LA County Flood District through permit requirements for various subcontractors' scope of work.
- Status as of June 20, 2024: Biological survey to be conducted this month.
- Status as of July 25, 2024: Biological survey is complete. Consultant is working on civil plans. Consultant submitted permit for geotechnical borings which is pending LA County review and approval. Conducted coordination meeting with County on Greenway project status, City's needs from County.
- Status as of August 26, 2024**:** No update
- **Status as of September 19, 2024:** Continued coordination with County on Greenway parklet plans; permit is still pending Los Angeles County review and approval.

- <u>PW1534: ACTIVE TRANSPORTATION PROGRAM – SANTA FE BIKE LANE</u>
  - Location: Santa Fe Ave and City-wide
  - Description: Construct bike lane on Santa Fe Ave; install curb ramps city-wide; install speed feedback signs city-wide; install crosswalks city-wide; install pedestrian push buttons and countdown heads city-wide
  - Budget: $3,491,000
  - Status: DESIGN
    - Status as of December 29, 2023: Working with Caltrans to program allocation request.
    - Status as of January 17, 2024: Resubmitted with additional Caltrans requirements.
    - Status as of February 7, 2024: No update
    - Status as of March 13, 2024: On CTC March Agenda for allocation.
    - Status as of April 18, 2024: CTC allocated funds for plan update. Program supplement agreement scheduled for the May 21, 2024, City Council Meeting Agenda.
    - Status as of May 20, 2024: No update.
    - Status as of June 20, 2024: Received approved finance letter from Caltrans for PA&ED phase. City reviewing procurement options for this project to complete design.
    - Status as of July 25, 2024**:** No update

- Status of August 26, 2024: Conducted meeting with County to discuss Geotechnical exploratory permit pending LA County review. County should have comments on permit in September.
- **Status as of September 19, 2024:** Design to be advertised to include curb ramp design, median nose cuts, and other Community-Wide Safety Improvements that were approved in this grant. Project will then be bid as one construction package, which will include already completed Santa Fe Bike Lane design.

Park Improvements

- PW 1368: CARRIAGE CREST PARK REDEVELOPMENT
  - Location: Carriage Crest Park
  - Description: Improve site condition of existing park and develop newly acquired 10-acre parcel for new athletic ballfields (baseball & soccer) with a new dog park, installation of all-abilities playground, renovation to existing building, construction of new picnic shelters, concession stand, restroom, and walking path.
  - Status: DESIGN
    - Kick off meeting with designer was conducted in early May to establish project schedule and verify City's goals & objectives that shall be included in the design.
    - Funds were appropriated by City Council at the June 6, 2023, meeting for the discrepancy of the design cost due to the incorrect amount at the award of design on February 21, 2023, City Council meeting.
    - Designer (RJM) completed the land survey of the site.
    - It was discovered by Leighton Associates, that further soil testing is needed, which is beyond the current scope of work. The extended scope will require a council agenda item to increase costs and amend scope of work.
    - Staff is still waiting for the fully executed contract to be provided to RJM. The consultant is working in good faith that City will issue a purchase order along with the fully executed contract.
    - RJM is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
    - Status as of October 26, 2023: In progress; concept to be presented to Council by P&R.
    - Status as of November 27, 2023: Designer advised to move forward with the concept design to construction documents design phase. Review of first plan submittals is estimated for December.
    - Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designer for them to address and include in next submittal (90% Submittal)
    - Status as of January 22, 2024: Designer discovered a 69" RCP Storm drain system within a 13-ft easement, owned/maintained by LA County Department of Public Works. City must apply to LACDPW which may allow the City to build

on/over said drainage system. If not allowed, the approved layout will need to be reconfigured due to the anticipated restrictions by LACDPW.

- Status as of March 20, 2024: RJM submitted 90% of construction plans. Staff reviewing designs in detail.
    - City staff is waiting for LA County's directions about the 69" RCP under a 13-ft easement that has proposed improvements on it.
    - City staff are waiting for KOA to provide updated traffic study.
    - City staff are waiting for report from Leighton Consulting to identify soil removal due to contamination.
- Status as of April 29, 2024:
    - County provided comments for improvements within the easement. They have requested exhibits with details.
    - Traffic Study is complete and warrants a new signal for ingress & egress at the new parking lot towards the southeasterly section of the park.
    - Leighton has unofficially informed that there is minimal soil that is considered contaminated. They are verifying the lab results to determine if removal is necessary based on the low detection results.
    - Staff provided comments on 90% to designer.
- Status as of May 23, 2024:
    - Submitted Exhibits per County's requirements. County added items to submit (beyond previous requirements). Designer preparing additional exhibits and tentatively scheduled to submit to County by end of May (delayed 3 weeks).
    - Completion of design is contingent on County's approval of proposed work over LA County's Storm Drain easement. LA County's review is a minimum of five (5) weeks from latest submittal. Estimated response from County is early July.
    - The newly estimated design completion is early August.
- Status as of June 24, 2024
    - Received comments back from LA County regarding encroachment to easement. Designer to address the last set of comments and expecting approval from LA County by early July.
    - Additional soil boring is required in the area where the park marquee sign will be placed. Consultant requesting additional compensation since this is beyond the scope of work.
    - Staff recently received PO for C-Below for exploration of existing petroleum utilities towards the easterly side of the property. Staff is coordinating work with contractor to be completed by early July. Data will be shared with the consultant to verify any conflicts with proposed improvements.
    - Staff is working with the designer to complete plans by the third week of July for bid advertising.
- Status as of July 25, 2024
    - CEQA approved and project PS&E are ready to be advertised.
    - Invitation for Formal Bids is posted to solicit bids on July 25, 2024.

- Status as of August 26, 2024
  - A pre-bid meeting was conducted to clearly inform interested bidders of the accelerated schedule and high expectations for the project.
  - Several questions were submitted by interested bidders which resulted in a couple addendums. All responses and addendums were provided to the contractor at the appropriate time.
  - Bid opening is scheduled for September 4, 2024.
- **Status as of September 19, 2024**:
  - Bids opened and construction project contract award to be recommended at the October 1, 2024, City Council Meeting.
  - If awarded construction is estimated to start in early November to allow approximately nine (9) months of construction
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- PW1515: CARRIAGE CREST PARK STORMWATER CAPTURE-
  - Location: Northeast corner of Sepulveda and Figueroa St.
  - Description: Installation of Stormwater chambers to capture and divert stormwater to Los Angeles County Sanitation District. This water will be used to augment the reclaimed water for regional uses. This type of stormwater project is the first of its kind in California.
  - Status as of December 21, 2023: CONSTRUCTION IN PROGRESS
    - Plans sent over to OHL to provide an estimate on field re-grading and sump pumps in the vaults.
    - OHL gathering materials and authorization to complete Punch List.
  - Remaining Punch List Items: funds are being added on the November 7th Staff Report.
  - OHL has the parts at the Yard and is getting ready to start.
  - Working on scheduling for restarting this project with OHL
  - Dave Piece doesn't have the budget for his staff to do inspection; he is reaching out to Tetra-tech for help with inspection and Project Management.
  - Working with OHL to sign Amendment No.1
  - Status as of April 24, 2024: Terminating contract with OHL for convenience and working with Sanitation District to bring project to functional status.
  - Status as of May 20, 2024: No update
  - Status as of June 24, 2024: Going to council to accept the O&M agreement from the LA County Sanitation District.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: Going to Council on September 3, 2024, to update the O&M agreement.
  - **Status as of September 19, 2024:** Awarded at City Council; Los Angeles County Sanitation District (LACSD) is signing on September 26, 2024, and will release a Notice To Proceed (NTP) for contractor to commence work. O&M agreement.

- PW 1610: FOISIA PARK DESIGN
  - Location: Foisia Park
  - Description: Improve site condition of existing park with construction of new stage area, new picnic area, shade structures and new outdoor exercise stations as well as renovations to the athletic ballfields, playground, restrooms, concession building, marquee sign and parking lot
  - Status: DESIGN

- Kick-off meeting with designer was conducted in early May to establish project schedule and verify City's goals & objectives that shall be included in the design.
- A job walk with staff and designer (ADL) was conducted on June 14, 2023. The job walk clarified and defined the project's objectives and goals. Community Services Director and Superintendent were in attendance and provided clear information to the designer with components and features that should be considered for the improvements.
- ADL is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.

- Status as of October 26, 2023: In progress; concept to be presented to Council by P&R.
- Status as of November 27, 2023: Designer has been advised to move forward with the concept design to construction documents design phase. Review of 1st plan submittals is estimated for December.
- Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designer for them to address and include in next submittal (90% Submittal)
- Status as of March 20, 2024: Concept plan modified to include artwork near the front of the park.
  - The designer is also proposing a concept for a front park marquee sign.
  - 90% of the plans are scheduled to be submitted March 20, 2024.
- Status as of April 29, 2024: Staff reviewed 90% of submittal. Designer to provide Estimate & Specifications. Advertise for Construction Bid is estimated to be published in June 2024.
- Status as of May 23, 2024:
  - The designer recently brought our attention to the replacement of electrical switchgear that has outlived its service life. The estimated lead time for the switchgear is 45 weeks from the time of order. The electrical service to the facility needs to be modified for the new switchgear and brought up to compliance with current SCE standards. A pod-mounted transformer shall be installed near the existing power pole (main power source)
  - The designer is wrapping up the design and preparing 100%PS&E for advertising tentatively scheduled June 6, 2024.
- Status as of June 24, 2024
  - Pre-Bid conference will be held on June 18, 2024.
  - An addendum will be sent to address a few items that need further details.
  - Bid opening due July 3, 2024.
- Status as of July 25, 2024
  - Bids were opened on July 8, 2024
  - Apparent lowest bidder was reviewed and references were checked and was found to be a qualified contractor with a bid of $9.9M.
  - On July 18, 2024, apparent lowest bidder requested their bid be withdrawn. After further discussions with contractor and a review of public contract code with City Attorney's office, the contractor is continuing to pursue the withdrawal of their bid.

All details of the bids and withdrawal of bids have been forwarded to the Director of Public Works for direction.

- Status as of August 26, 2024
  - After a review of the bids, the lowest responsive responsible bidder was identified. Staff prepared an agenda item to award the construction contract to Environmental Construction Inc (ECI). A week later ECI submitted an official request to *withdraw bids*. The 2nd lowest bidder was further evaluated and was eventually concluded to be the "lowest responsive responsible" bidder. Staff to present Award of Contract to PUB Construction Inc for $12,757,062 at the September 17, 2024, City Council meeting.
- **Status as of September 19, 2024**
  - Project was awarded at the September 17, 2024, City Council Mtg to PUB Construction in the amount of $12,757,062. Contracts have been routed for signatures. After the contract has been approved by City Attorney, the Mayor, and City Clerk, it will be routed to Finance for issuance of Purchase Order (PO).
  - Pre-Construction meeting will be scheduled soon after PO is issued, followed by start of construction (Notice to Proceed).

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

- Status as of April 29, 2024: Designer started construction plans soon after approval of concept plans. 50% plan submittal is estimated to be received in early May.
- Status as of May 23, 2024: Designer provided 60% submittal. Staff is slightly delayed with its internal design review (two weeks)
- Status as of June 24, 2024
  - Design of building expansion is estimated to be completed by December 2024.
  - Completion of site improvements will be ahead of the building expansion.
  - Staff is working with the designer to phase out construction in two stages.
  - A separate scope will be provided to the architect for the expansion of the building.
- Status as of July 25, 2024
  - Concept design for façade improvements of the building were received and shared with Parks staff for review and comments.
  - Site plan improvements 100% PS&E are in its final stage and scheduled to be advertised for bids (IFB) by early August.
- Status as of August 26, 2024
  - Mills Park Project has been divided into two separate projects. Building Renovation Improvements will be assigned a different project number from Site Improvements Project No. 1636.
  - Site improvement was advertised on August 8, 2024.
  - Prebid meeting was held on August 14, 2024.
  - Several questions were submitted by interested bidders which resulted in a couple addendums. All responses and addendums were provided to the contractor at the appropriate time.
  - Bid opening is scheduled for September 4, 2024.
- **Status as of September 19, 2024**
  - Bids opened and construction project contract award to be recommended at the October 1, 2024, City Council Meeting.
  - If awarded construction is estimated to start in early November to allow approximately six (6) months of construction.

- <u>PROJECT NO. XXX: MILLS PARK BLDG RENOVATION</u>
  - Status as of Aug 26, 2024
    - Staff to generate a new project number for this CIP.
    - A few façade concepts were presented and discussed with Parks & Recreation. Along with the façade concepts, a few different floor plans were presented and reviewed.
    - After a few iterations of the interior floor plan and exterior facade, P&R provided approval on August 5, 2024. Designer is currently working on construction plans & specifications based on the approved concepts.

- <u>PROJECT NO. 1718: JAMES ANDERSON PARK</u>
  - Location: 19101 S. Wilmington Ave.
  - Description: Accessibility upgrades that include replacing the concrete slab in front of the existing building and new asphalt paving/markings at the accessibility parking stalls.
  - Status: CONTRACTOR PROCUREMENT

- City received five (5) bids on May 18, 2023; apparent low bidder came in at $1,688,094.25.

- Status as of November 27, 2023: Staff is waiting for fully executed contract along with issuance of purchase order to have the Kick-Off meeting with designer.
- Status as of January 22, 2024: Staff is waiting for issuance of Purchase Order prior to start of construction.
- Status as of March 20, 2024: Purchase Order was issued, and staff immediately started coordinating start of construction with contractor. A start date was tentatively set for March 25th. But due to conflicting reservations at Anderson Park, Parks & Rec personnel ordered to halt construction until after Jazz Festival (October).
- Status as of April 29, 2024: Pre-Construction meeting was held on April 3, 2024, followed with a jobsite meeting the week after.
    - Contractor placed fencing around the site week of April 29, 2024, to start mobilization of equipment and materials and be prepared for construction the following week.
- Status as of May 23, 2024:
    - Construction has started. The contractor began demolition of affected concrete walkways per plan. Estimates from the contractor have been requested for the additional scope requested by Parks & Recreation staff. Additional funds for construction may be necessary to accommodate the added scope as well as items not accounted for in the original design.
- Status as of June 24, 2024
    - Several design discrepancies are being addressed with the designer. Additionally, we are working with the city's Public Works maintenance crews to handle some of the demolition, instead of the contractor, to avoid issuing change orders and exhausting the contingency.
- Status as of July 25, 2024
    - Staff continue to work through several design discrepancies.
    - Approximately 300-ft of rails must be purchased because it was not part of the original scope for the contractor. Staff is soliciting quotes from various fabricators but are having difficulties finding interested vendors to provide a quote or fabricate the rails. Fabricators are expecting detailed drawings of the rails showing angles, turns, heights and depths. Staff is preparing detailed accurate cut sheet drawings to get accurate quotes.
    - The City's Concrete crew has been helping with several portions of the concrete work to avoid additional change orders stemming from design deficiencies.
    - The City's Irrigation crew has been helping with several irrigation adjustments to avoid additional change orders stemming from design deficiencies.
    - The Contractor has poured most of the concrete work. There are three (3) remaining locations scheduled to be poured by mid-August. Minor grading and clean up to follow.
    - Staff's attempt to find resolution to a big design discrepancy of a five (5) foot grade difference is on-going. Discussions for more grading with current contractors are in motion, which may add to the cost due to additional work.
- Status as of August 26, 2024

- The contractor has substantially completed contract items. Only remaining item is installation of handrails. First set of handrails were delivered by the contractor on August 22, 2024, and adjustments are needed. Contractor is scheduled to come back early September for installation.
- Another set of rails, which were not part of contractor's scope had to be ordered separately by City staff. Rail drawing details were provided to the fabricator with instructions to accelerate production time. All rails (approx. 300-lf) are expected to be completed by mid-September. Soon thereafter, city crews will install and paint the railing.

- **Status as of September 19, 2024**
  - Contractor will complete the rail installation the week of September 23, 2024, which is the final item pending to consider their work complete.
  - City crews will be installing the last of the railings the week of September 23, 2024, and will be painted before the weekend.
  - Fence around the perimeter of the park will be removed on September 27, 2024.

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

Building Improvements

- PW1632: COMMUNITY CENTER COILING WALL
  - Location: Carson Community Center – 801 Carson St.
  - Description: Removal and replacement of existing coiling wall at Community Center Hall A, B, and C. Renovations shall include, at a minimum upgrade to bring the facilities up to current standards and applicable California Building Code (CBC) standards. The project also includes upgrades to the existing lighting and sound system in Hall A, B, and C.
  - Budget: $1,700,000.00
  - Status as of December 21, 2023: CONTRACTOR PROCUREMENT
    - Bids Came in at $3,450,000, evaluating bids.
    - One option is to do a reduced scope to only include the walls.
    - Going to City Council on January 9, 2024.
  - Status as of February 15, 2024: In conversation with the architect to divide the project into two.
  - Status as of March 18, 2024: New task order being sent out to divide project into two.
  - Status as of April 24, 2024: No update
  - Status as of May 15, 2024: BOA has submitted a proposal for the work.
  - Status as of June 24, 2024: BOA has submitted plans to Building and Safety for review, BOA has received comments back from Building and Safety and is addressing.
  - Status as of July 25, 2024**:** No update
  - Status as of August 26,2024: Awarding CALTEC the project at the September 17, 2024, City Council meeting.
  - **Status as of September 19, 2024:** CALTEC was awarded the project at the September 17, 2024, City Council meeting. Contracts and Notice To Proceed (NTP) forthcoming.

- PW1662: NEW AIR FILTRATION & HVAC SYSTEMS AT CITY HALL & COMMUNITY CENTER
    - Location: City Hall and Community Center
    - Description: Design-built contract to replace and/or upgrade HVAC, controls, roof at City Hall and Community Center.
    - Budget: $6,546,676.00
    - Status: COMPLETION AND CLOSEOUT
        - Contractor has submitted mechanical punch list response on 5/23.
        - Staff expects the contractor to finalize all items by August 2023.
        - Once punch list items are completed and final invoice is paid, staff will make a recommendation to City Council to accept the project as complete.
        - Status as of October 26, 2023: Commissioning and punch list are pending new proposal from ALM.
        - Status as of March 2024: Currently, both the contractor and city staff are working to finalize punch list items in an acceptable manner.
        - Status as of April 24, 2024: No update
        - Status as of May 20, 2024: No update
        - Status as of July 25, 2024**:** Waiting on the contractor to provide a schedule for the repair of one AHU motor. Commissioning initial report received on July 25, 2024.
        - Status as of August 26, 2024: No update
    - **Status as of September 19, 2024**
        - Project was awarded at the September 17, 2024, City Council Meeting to PCN3 Construction in the amount of $9,989,558. Contracts have been routed for signatures. After the contract has been signed by City Attorney, the Mayor, and City Clerk, it will be routed to Finance for issuance of Purchase Order (PO).
        - Pre-Construction meeting will be scheduled soon after PO is issued and followed by start of construction (Notice to Proceed).

- PW1693: ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (SCE CHARGE READY PROGRAM)
    - Location: 10 City Parks and Corporate Yard
    - Description: Install 126 EV Chargers in City Parks and at the Corporate Yard
    - Budget: City staff labor to Project Manage, but no capital fund costs to City
    - Current Phase: DESIGN / PLAN CHECK
    - Status as of June 22, 2023: Staff is reviewing easement documents and exhibits.
    - Status as of July 19, 2023: No Update
    - Status as of August 17, 2023: No Update
    - Status as of September 21, 2023: Plans have been approved by Building and Safety for Veterans Park, Dominguez Park, Carriage Crest Park, and Carson Park.
    - Status as of November 20, 2023: Staff has reviewed all easement documents, conveyance letters and plans received to date.
    - Status as of January 3, 2024: No update
    - Status as of January 22, 2024: No update
    - Status as of February 15, 2024: No Update
    - Status as of March 19, 2024: No Update. Staff reviewed all plans and easement documents to date.

- Status as of April 24, 2024: Staff participated in the pre-construction meeting for Veterans Park on April 23, 2024. Veterans Park construction is expected to begin on April 29, 2024, or May 6, 2024.
- Status as of May 20, 2024: No update
- Status as of August 26, 2024**:** No update
- **Status as of September 19, 2024**: No update

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

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

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

- A job walk with staff and designer (ADL) was conducted on June 6, 2023. The job walk clarified and defined the project's objectives and goals. Community Services Superintendent and Supervisor were very informative to the designer with components and features that should be considered for the improvements.
- ADL is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
- Status as of November 27, 2023: Designer has been advised to move forward with the concept design to construction documents design phase. Review of 1st plan submittals is estimated for December.
- Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designer for them to address and include in next submittal (90% Submittal)
- Status as of March 20, 2024: 90% of the Plans were submitted and currently in review by Engineering, Maintenance, Building and Safety and Planning.
- Status as of April 29, 2024:
    - Staff returned 90% back to designer. The plans were missing information and staff deemed it to be at 60% level rather than 90% completion.
    - The designer is expected to resubmit in early May.
    - Project is estimated to advertise for bidding around mid-June.
- Status as of May 20, 2024: No update
- Status as of July 25, 2024: Bids are due to open on July 30, 2024.
- Status as of August 26, 2024
    - Bids opened on July 30, 2024, and the apparent lowest bidder withdrew bids a week later bid opening. The 2nd lowest bidder (PCN3) was deemed responsive and responsible bidder with an amount of $9,989,558.
    - The award of construction contract is scheduled for September 17, 2024, City Council Meeting.
- **Status as of September 19, 2024**: No update

- <u>PROJECT: Tesla Chargers at Community Center East Parking Lot</u>
    - Location: City of Carson Community Center East Parking Lot adjacent to Desford St/Bonita St.
    - Description: Installation of 20 charging stations
    - Status: PLAN CHECK
        - Tesla is going through the plan check process. Electrical plan check has not been approved by Building and Safety. Approval of electrical design is pending a "SCE fault current" letter.
    - Status as of June 22, 2023: No Update
    - Status as of July 19, 2023: Tesla has not submitted the easement description or exhibit.
    - Status as of August 17, 2023: No Update
    - Status as of November 20, 2023: Pending easement from SCE.
    - Status as of January 3, 2024: Staff has finalized the review of SCE easement exhibits.
    - Status as of January 22, 2024: No update.
    - Status as of February 15, 2024: No update.
    - Status as of March 19, 2024: No Update

- Status as of April 24, 2024: No update
- Status as of May 20, 2024: No update
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: No update
- **Status as of September 19, 2024**: No update

- PROJECT 1730: MSRC – 3 EV Charging Stations at Community Center
  - Location: City of Carson Community Center Parking Lot Adjacent to Accessible Parking Stalls
  - Description: Installation of three (3) EV level 2 charging stations
  - Status: PLAN CHECK
    - Preliminary design plans were completed on May 5, 2023. Plans were submitted to Building and Safety for review and approval on May 18, 2023.
  - Status as of June 22, 2023: No Update
  - Status of July 19, 2023: Plans are being reviewed by building and safety for accessibility requirements. An electrical permit is not needed.
  - Status as of September 21, 2023: Plans were approved by Building and Safety on 7/28/2023. Staff is working on technical provisions and other related bid documents to release bid packet.
  - Status as of November 20, 2023: Staff will present Staff Report 2023-0883 at the December 5, 2023, City Council Meeting to award a construction contract to Alfaro Communications Construction, Inc. Estimated construction start date is March 2024.
  - Status as of January 3, 2024: Staff report 2023-0883, to award a construction contract to Alfaro, is proposed for the January 9, 2024, City Council Meeting.
  - Status as of January 22,2024: Staff is working on contract execution.
  - Status as of February 15, 2024: Contractor is working on revising their certificate of insurance to conform to the project requirements. Contract has not been executed.
  - Estimated construction start date is March 2024.
  - Status as of March 19, 2024: Staff is reviewing submittals. Estimated construction start date is April 2024.
  - Status as of April 24, 2024: No update
  - Status as of May 20, 2024: Estimated construction start date is June 2024. The staff is working with the design consultant on re-submitting addendum plans to the Building and Safety department.
  - Status as of June 20, 2024: Preconstruction meeting held on June 20,2024. Estimated start is in July 2024. Estimated completion is in August 2024.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: Charging stations have been powered up. First row of parking will need to be resurfaced to comply with ADA requirements of a max 2% slope at all accessible parking stalls. Staff is working with the contractor to activate charging stations and complete the site validation process. Pending work includes asphalt pavement resurfacing, striping, signs, handrails, charging station activation and stie validation, and electrical and ADA inspection from Building and Safety.
  - **Status as of September 19, 2024**: Estimated completion date is October 2024. Pending work includes asphalt pavement resurfacing to comply with ADA slope requirements, striping, signs, and charging station activation.

- PROJECT: UNDERGROUND STORAGE TANK PROJECT
  - Location: City Hall
  - Description: Repairing the underground fuel storage tank due to secondary pipe being cracked. The backup generator remains operational and main fuel pipe remains in good working condition.
  - Status: CONSTRUCTION IN PROGRESS
    - New fuel has been installed in the fuel tank, the fuel pump on the day tank needs to be repaired before Cummings can finalize the repairs.
  - Status as of April 24, 2024: No update. Estimated construction start date is June 2024.
  - Status as of May 20, 2024: No update
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: No update
  - **Status as of September 19, 2024**: No update

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

- PW1787: CITY HALL 2ND FLOOR CARPET UPGRADES
- Status as of May 20,2024: Staff is proposing to advertise project in August,2024. Construction will start after Project No. 1786; second floor scope of work has been completed.
  - Status as of June 20,2024: No update
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: Staff will present Staff Report with File ID #2024-0746 at the September 17, 2024, City Council Meeting to award a construction contract to Rod-West Floor Covering LLC. Estimated construction start date is October 2024.
  - **Status as of September 19, 2024**: Pending contract execution. Estimated construction start date is October 2024.

OPERATIONS AND MAINTENANCE DIVISION

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

- PROJECT: CONCRETE GRINDING
    - Location: Citywide
    - Description: The project involves grinding sidewalks and pathways identified as requiring grinding due to uplifting or posing a hazard to pedestrians.
    - Budget: $700,000
    - Status: CONSTRUCTION IN PROGRESS
        - On-going through June 2024
        - Over 3700 sidewalk tripping hazards have been resolved.
    - Status as of October 26, 2023: Contract awarded to Precision Concrete at the November 7, 2023, City Council Meeting.
    - Status as of January 22, 2024: Contract awarded to Precision Concrete at the November 7, 2023, City Council Meeting. Precision Concrete does not have builder's risk insurance or pollution insurance. As a result, Risk has not approved them. If Precision Concrete fails to comply with the necessary insurance requirements, the City may have to go back out to bid.
    - Status as of April 24, 2024: Precision has provided the needed Certificate of Insurance.
    - Status as of May 20, 2024
        - Meeting with Precision took place on May 20, 2024, to discuss work order/service requests (backlog) throughout the city to create a priority list.
        - Sidewalk cutting to start by mid-June 2024.
- Status as of July 25, 2024: A list of priority locations was assigned for cutting in mid-June and completed on June 30, 2024.
- Status as of August 26, 2024: A new list of locations will be provided to Precision Concrete on August 29, 2024, for sidewalk cutting/grinding for safe pedestrian travel.
- **Status as of September 19, 2024**: No update

PROJECT: ANNUAL CITYWIDE PAVEMENT MAINTENANCE

- IFB has been advertised and opened bids.
- Status as of October 26, 2023: Contracts awarded to two contractors at the November 7, 2023, City Council meeting.
- Status as of November 27, 2023: Award of contract to contractors on 11/21/23 City Council Meeting. Staff awaiting issuance of Purchase Order to proceed with work.
- Status as of January 22, 2024: Staff waiting for issuance of Purchase Order to each contractor (RJ Noble & All-American Asphalt)
- The Director of Public Works hosted an All-Hands meeting with staff and both contractors to coordinate public outreach to inform the community of upcoming street paving construction. Citywide notice sent to residents and business owners on January 25, 2024.

- Status as of March 20, 2024: The first phase of this work is estimated to be completed by the first or second week of April. The second phase is slated to begin immediately after all phase one work is completed.
- Status as of April 24, 2024: Second phase of work started on April 8, 2024. The crews moved very quickly through this phase and have completed 95% of the work.
- Status as of May 20, 2024: Second phase of work started on April 8, 2024, and will be completed by May 24, 2024.
    - The third phase list of streets has been comprised with the work to start by late June 2024.
- Status as of June 20, 2024: The third phase of work started the week of June 17, 2024, and is currently underway.
- Status as of July 25, 2024: The third phase of work started the week of June 17, 2024, and is nearing completion. It is on track to be completed July 31, 2024.
- Status as of August 26, 2024: Third phase of work has been completed. The fourth phase of re-paving began on August 26, 2024.
- **Status as of September 19, 2024:** The fourth phase is now underway and should be wrapping up at the end of the month.

- PROJECT: ANNUAL CITYWIDE CONCRETE MAINTENANCE
    - IFB has been advertised and opened bids.
    - No bids were received.
    - IFB package for re-bid was provided to Purchasing on October 12th.
    - IFB will be included in the CIP.
    - Status as of November 27, 2023: Bid package readvertised with bid opening scheduled for December 7, 2023.
    - Status as of January 22, 2024: Award of contract scheduled for January 23, 2024, City Council Meeting.
    - Status as of April 24, 2024: CJ Concrete has provided the needed Certificate of Insurance.
    - Status as of May 20, 2024: Contractor assigned a list of (backlog) priority locations to complete throughout the city.
    - Status as of June 20, 2024: Contractor is working through the backlog priority locations.
    - Status as of July 25, 2024: Preparing list of backlog locations in Districts Three (3) and Four (4) for contractor to be assigned on August 1, 2024.
    - Status as of August 26, 2024: Contractor completed previous list of locations on July 30, 2024. A new list of locations for CJ Concrete is being compiled to be sent on August 29, 2024; work is anticipated to start within two weeks from that date.
    - **Status as of September 19, 2024:** CJ Concrete continues to work on backlog work orders in all districts.

- ENVIRONMENTAL SERVICES
    - Perform weekly patrol to identify and coordinate removal of illegal dumping, hazardous waste, and proper removal for bulky items.
    - Monitoring construction & demolition projects for residents & businesses
    - Monitoring of median maintenance contractor citywide; provide maintenance directions as needed.
    - Monitoring of abatement contractor and assign weed, debris, graffiti, and trash abatement citywide.
    - Monitoring of street sweeping contractor.
    - **Status as of September 19, 2024**: E-waste Recycling and Paper Shredding event scheduled for October 19, 2024.

- MAINTENANCE: CONCRETE & ASPHALT
  - Location: Citywide
  - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and performing preventative maintenance to ensure safe and cost-effective operations
  - Status as of April 24, 2024:
    - Aggregate base and pavement maintenance are being performed on Lomita Boulevard.
    - In preparation of the upcoming scheduled slurry seal projects, the team is doing asphalt patching and crack sealing in the designated locations.
  - Status as of May 20, 2024
    - Pavement maintenance being performed on Lomita Boulevard
    - Preparation of the upcoming scheduled slurry seal projects, in June, the team is doing asphalt patching and crack sealing in the designated locations.
  - Status as of July 25, 2024
    - The team has completed the slurry sealing projects along with asphalt patching and crack sealing in designated locations. Special concrete projects have been undertaken by our team at Anderson and Carson Parks.
  - Status as of August 26, 2024
    - Pavement maintenance is being performed on Lomita Boulevard, ongoing maintenance and monitoring until CIP project takes place in 2025.
    - Preparation of the upcoming scheduled slurry seal projects, the team is doing asphalt patching and crack sealing in the designated locations. Update: All slurry seal preparation tasks were completed mid–July 2024.
    - Our team continues to work on special concrete projects still in progress at Anderson Park; anticipated completion by mid–September 2024.
  - **Status as of September 19, 2024:** Concrete crew completed concrete project at Anderson Park ahead of the upcoming Jazz Fest event.

- MAINTENANCE: SIGNING & STRIPING
  - Location: Citywide
  - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventative maintenance to ensure safe and cost-effective operations.
  - Status as of April 24, 2024:
    - Staff will refresh striping in parking lot at Carson Park for the Cinco de Mayo event.
    - Replacing overhead street name signs at signalized intersections citywide.
    - Fabricate and install new traffic signs per approved engineered traffic plans at Walnut. Street south of Avalon Boulevard.
  - Status as of May 20, 2024:
    - Curb painting maintenance citywide.
    - Replacing overhead street name signs at signalized intersections citywide.
    - Fabricate and install new traffic signs per approved engineered traffic plans for Walnut Street south of Avalon Boulevard-Completed
    - ONGOING-Sign Shop-Fabricate traffic signs per California-Manual on Uniform Traffic Control Devices (CA-MUTCD) to replace deteriorated or obsolete signs that have surpassed their life expectancy and no longer have the proper reflectivity per MUTCD standards.
    - Prepare for annual (in-house) citywide restriping to start by late August 2024.
  - Status as of July 25, 2024
    - Layout and re-striping of newly slurry sealed streets city-wide.
  - Status as of August 26, 2024

        - Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).
        - Fabricate and install new traffic signs per work orders from city engineering division and service requests from the public regarding damaged and missing signage.
        - City-wide annual traffic striping by city crew scheduled to start by mid-September 2024.
    - **Status as of September 19, 2024**: No update

- TREE MAINTENANCE: TRIMMING CITYWIDE
    - City contract for tree maintenance is scheduled to expire in the Fall of 2024. Staff is gathering information to create an RFP.
    - In-house tree crew working on (backlog) work order/service requests in all maintenance zones (1 – 7).
    - In-house tree crew maintaining newly planted trees according to tree watering route.
    - West Coast Arborist (city contractor) is currently working on the maintenance tree route.
    - Status as of late July 2024: Special tree planting projects started at Carson Park
    - Status as of August 26, 2024: Special tree planting were completed as scheduled.
    - **Status as of September 19**, **2024**: West Coast Arborist is working in Maintenance Zone 3.

FLEET AND FACILITIES MAINTENANCE DIVISION

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

- PW1640: PARK PLAYGROUND RUBBERIZED SURFACE REPLACEMENT
    - Location: All Parks that have rubberized play surfaces. Dolphin Park excluded.
    - Description: Replace the damaged and worn - out rubberized play surface at all parks
    - Status: ON HOLD
        - City staff have used all available material and are preparing a Purchase Order for additional materials to continue repair work.
    - Status as of July 25, 2024: ON GOING
    - **Status as of September 19, 2024:** ON GOING
        - City staff continues to patch deteriorated areas at playgrounds city wide.

- PW1712: PARK HVAC SYSTEMS
    - Location: All Parks
    - Description: Assess and replace over 50 HVAC units that are past their useful and serviceable life at all 12 park facilities. Design and install brand new HVAC at Veterans Park and Gym.
    - Status: Anderson Park, Dolphin Park Office, Foisia Park Office have been completed.
    - Current Phase: **PROJECT ONGOING**
    - Status as of February 21, 2024: No update
    - Status as of April 24, 2024: No update
    - Status as of May 20, 2024: No update
    - Status as of July 25, 2024: No update
    - Status as of August 26, 2024: New package units have been procured.
    - **Status as of September 19, 2024**: No update

- PW1416: CALAS & FOISIA PARK RE-ROOFING
  - Location: Calas & Foisia Park
  - Description: Repair the roof at both snack bar and main office due to leaking roof.
  - Current Phase: Construction at Calas Park is Complete; Pre-procurement for Foisia Park
  - Status as of October 26, 2023: PROJECT COMPLETE
  - PREPARING FORMAL PROJECT CLOSEOUT
  - Status as of February 21, 2024: PROJECT CLOSEOUT
  - Status as of April 24, 2024: No update
  - Status as of May 20, 2024: No update
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: No update
  - **Status as of September 19, 2024**: No update

- PROJECT: SECURITY WALKING LIGHTS
  - Location: Various parks and facilities Citywide
  - Description: Repair of the damaged light poles at various parks
  - Status: COORDINATING
    - Coordinating with Community Services staff to determine desired lighting style.
    - Status as of April 24, 2024: No update
    - Status as of July 25, 2024: No update
    - Status as of August 26, 2024: No update.
    - **Status as of September 19, 2024**: No update

- PROJECT 1630: ELECTRICAL PANEL UPGRADE
  - Location: Anderson Park
  - Description: Install new electrical panel and switch gear
  - Status as of September 21, 2023: Staff soliciting proposals.
  - Status as of February 21, 2024: Three proposals received.
  - Status as of March 18, 2024: Going to City Council Meeting on May 7, 2024, to award contract.
  - Status as of April 24, 2024: City Attorney's Office is drafting contract.
  - Status as of May 20, 2024: Currently being advertised in four trade journals per City Attorney's direction.
  - Status as of June 20, 2024: No update
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: In procurement
  - **Status as of September 19, 2024**: Purchase Order has been issued; waiting on materials.

- BUILDING MAINTENANCE-BUILDINGS/CUSTODIAL
  - Status as of February 21, 2024: YTD Completed Work Orders=317
  - Status as of March 18, 2024: YTD Completed Work Orders=571
  - Status as of April 24, 2024: YTD Completed Work Orders=818
  - Status as of May 20, 2024: YTD Completed Work Orders=1063
  - Status as of June 20, 2024: YTD Completed Work Orders=1163
  - Status as of July 25, 2024: YTD Completed Work Orders=1320
  - Status as of August 26, 2024: YTD Completed Work Orders=1487
  - **Status as of September 19, 2024:** YTD Completed Work Orders=1583

- CITY HALL ROOF REPAIRS

- Location: City Hall
- Description: Replace 800 ft of couping cap around perimeter of building.
- Status as of August 26, 2024: In procurement
- **Status as of September 19, 2024:** No update

- DEL AMO PARK BLOCK WALL REPAIR
  - Location: Del Amo Park
  - Description: Repair block wall along western property line
  - Status as of August 26, 2024: In procurement
  - **Status as of September 19, 2024**: No update

ANDERSON PARK BASKETBALL COURT INSTALLATION
- Location: Anderson Park
- Description: Installation of new basketball courts
- **Status as of September 19, 2024**: In construction

- CITY COUNCIL CHAMBERS RENOVATIONS
  - Location: City Hall
  - Description: Finish carpentry and painting.
  - **Status as of September 19, 2024**: Complete

- WATER BOTTLE FILLING STATIONS
  - Location: Various City Parks
  - Description; Installed ten (10) water bottle filling stations.
  - **Status as of September 19, 2024**: Complete

ITS CAPITAL PROJECTS
September 2024

1. WIFI IN PARKS

Description: WiFi Internet access at all City facilities to increase public safety, education, programs, and events.
Contract: Datagear
Term: 3 year maintenance
Budget: $420,272 ($350,000 **[ARPA]** + 70,272)
Current Spend: $286,373.60 (68.14%)
Project Start: May 15, 2023
Project Complete: March 18, 2024
Status: **COMPLETED**
Notice of termination issued to vendor on December 4, 2023.
Replacement vendor completed remaining (5) parks on March 18, 2024.

- ~~Mills Park 100%~~
- ~~Carson Park 100%~~
- ~~Veterans Park 100%~~
- ~~Foisia Park 100%~~
- ~~Stevenson Park 100%~~
- ~~Anderson Park 100%~~
- ~~Dominguez Park 100%~~
- ~~Del Amo Park 100%~~
- ~~Calas Park 100%~~
- ~~Hemingway Park 100%~~
- ~~Dolphin Park 100%~~
- ~~Carriage Crest Park 100%~~

2. TYLER UPGRADE / ENERGOV IMPLEMENTATION

Description: Upgrade **Tyler Munis** to latest version, enable Cloud access, and add inventory module. Implement new planning, permitting, licensing, asset management, and citizen request software platform **Energov**.
Contract: Tyler Munis/Integrated Technology Partners
Term: 6 years
Budget: 1.3M **[ARPA]**
Current Spend: $921,965 incurred to date (71%)
Project Start: September 30, 2022
ETA: September 30, 2024
Status: **ON SCHEDULE**

- Employee Access Module complete, In Production
- EP&L Planning Module Setup complete, In Production
- EP&L Permitting Module Setup complete, In Production
- Open Finance (Socrata) Module Setup complete, In Production
- EP&L Business License Module Setup in progress
- 311 Civic Access Module Setup in progress

Next Step:

- Complete the testing of all Processes
- Test all forms and reports to ensure city needs are met
- Begin planning on End User Training with Documentation for the city

3. NETWORK SERVICES RELOCATION

Description: Ensure rapid recovery, accessibility, and increased security for all business-critical application services by relocating to a more equipped offsite location.
Contract: TBD
Term: 5 Years
Budget: TBD
Current Spend: $0
Project Start: December 1, 2023
ETA: November 30, 2024
Status: **ON SCHEDULE**

- RFP issued 12/1/23.
- Sole bid rejected 1/23/24.
- Data Center Colocation award to vendor 4/2/24.
- Contract Executed
- Phase 1 Relocation completed 8/19/24.
- Phase 2 Relocation scheduled for 11/30/24.

4. CITY HALL COUNCIL CHAMBERS AUDIO/VIDEO IMPROVEMENT

Description: Upgrade Council Chambers broadcast equipment.
Contract: In Progress
Term: 5 Years
Budget: City Hall Council Chambers A/V: $542,444.57 (PEG: $398,707 General Fund: $143,737.57)
Current Spend: $0
Project Start: December 1, 2023
ETA: October 31, 2024
Status: **ON SCHEDULE**

- RFP issued 12/1/23.
- Notice of Intent to Award 1/23/24.
- Contract Executed 5/1/24.
- Purchase Order
- Audiovisual Hardware Installation Complete
- Agenda Management/AV Control Software Implementation Complete
- Agenda Management/AV Control Software Staff Training Complete

- Punch List Items in Progress
- Systems Testing in Progress

5. CARSON EVENT CENTER AUDIO/VIDEO IMPROVEMENT

Description: Upgrade Carson Event Center Audiovisual broadcast equipment.
Contract: In Planning/Budgeting
Term: 5 Years
Budget: Carson Event Center A/V: TBD
Current Spend: $0
Project Start: July 1, 2024
ETA: June 30, 2025
Status: **ON SCHEDULE**

- Project Planning Meetings with ITS and Community Services staff on mitigation of scheduled event impact

Public Safety/Emergency Services Projects

Project Name	**Comprehensive Camera Coverage: City Facilities and Parks**
Service Provider	Johnson Controls
Summary	The Public Safety department is spearheading an initiative to implement video surveillance camera systems across all City and Park facilities. This proactive measure aims to discourage criminal activities and capture video evidence of any unlawful incidents. The objective is to enhance safety by reducing criminal incidents, creating a secure environment for both residents and park users.
Update	Video surveillance and access control systems have been installed at several parks. The team is now working on the second phase of the project, which will involve adding additional cameras and extending coverage to mini parks. This expansion aims to enhance security measures across all recreational areas, ensuring a safer environment for the community. The second phase will include assessing the current system's effectiveness, determining optimal locations for new cameras, and integrating these additions into the existing infrastructure. The team is committed to implementing advanced technology to improve park safety and monitor activities more effectively.

Project Name	**Citywide Fire Alarm Repairs and Enhancements**
Service Provider	West Coast Fire & Integration
Summary	July 5, 2022, Council approved the West Coast Fire & Integration contract for maintenance and monitoring services for all city fire systems from July 1, 2022, to June 30, 2027. Enhancing fire detection and safety for all facility users.
Update	City personnel are collaborating with the vendor to address necessary improvements. The staff is concurrently in the process of enhancing all fire systems within the city and is also in the final phase of the integration of LFS systems with the new HVAC systems located in the basement and IT Room.

Project Name	**Public Safety/Emergency Services Community Initiatives**
Service Provider	Public Safety/Emergency Services Department
Summary	Public Safety and Emergency Services Community Initiatives encompass a range of proactive efforts aimed at fostering safer and more resilient community. These initiatives typically involve engagement with the public, educational programs, and collaborative events. They focus on building positive relationships between law enforcement, emergency services personnel, and the community, ultimately enhancing preparedness and trust. Examples include public education on safety measures, community outreach events, and meetings to empower local leaders. Such initiatives are pivotal in strengthening the overall safety and well-being of a community.
Update	September is Preparedness Month! It's the perfect time to make sure you're ready for any emergency. Top things residents can do to be prepared include: creating an emergency kit, making a family communication plan, staying informed about local hazards, and signing up for emergency alerts. Take these steps now to protect yourself and your loved ones! If you would like more information on how to get started, please email us at Publicsafetydepartment@carsonca.gov

Project Name	**Enhancing Traffic Safety: Analysis of Accident Reduction and LPR Camera Deployment**
Service Provider	Motorola Solutions
Summary	The consultant will supply the city with the most up-to-date version of the L-Series Rapidly Deployable Solar Powered Camera. This camera system, known as an Automatic License Plate Recognition (LPR) camera, will assist the City, in collaboration with the Los Angeles County Sheriff's Department, in capturing essential investigative information and enhancing the safety of its residents. These cameras will be strategically positioned in specific locations throughout the city, including public rights of way and entrances to city facilities. The LPR system will collect comprehensive vehicle data, including make, model, color, and speed, both during daytime and nighttime conditions. The City's Public Safety department is working in partnership with LASD and Public Works to decrease traffic accidents within the city. Staff members have created data maps, and the Traffic Engineering Division will assess these maps to identify any recurring patterns and make infrastructure adjustments as necessary.
Update	ALPR trailers will continue to be deployed at city events, serving as both messaging boards and tools to enhance community safety.

Project Name	**Upgrading Radio Systems Project**
Service Provider	Mission Critical Information Systems
Summary	In 2021, the City Council granted approval for the 'Radio Upgrade Project,' which allocated funds for the procurement of radios, radio equipment, batteries, and chargers necessary for transitioning the City from its UHF radio system to the Los Angeles Regional Interoperability Communication System (LA-RICS). Subsequently, the City Council sanctioned a contract with Mission Critical Information Systems to oversee the installation and programming, thus marking the successful completion of Phase 2 of the project. In September 2022, the City of Carson formalized a Hold Harmless Agreement with LA-RICS, granting the city the privilege of utilizing the platform.
Update	Distribution of additional mobile radios has been completed amongst several departments. The Motorola APX4500 mobile radios have been delivered, and the assembly of two SmartPTT racks at both City Hall and the Corporate Yard is underway. Additionally, the installation of antennas and lines at the City Yard is currently in progress.

Project Name	**Hazard Mitigation Plan Update**
Service Provider	Witt O' Brien's
Summary	FEMA mandates a Hazard Mitigation Plan (HMP) update every five years for all jurisdictions. The city's second update, however, is currently overdue. This plan serves to identify potential natural and human-induced hazards that the city may face vulnerability to and outlines strategies for mitigating or reducing risks associated with such incidents and events.
Update	A preliminary version of the Hazard Mitigation Plan (HMP) has been released. The planning team has conducted an internal review. The HMP draft has been submitted to Cal OES for their initial review.

Project Name	**Basement/Emergency Operations Center (EOC) Upgrade Project**

Service Provider	Westberg + White, GM Interiors, Johnson Controls
Summary	The project is currently in its planning phase. Initially, the project scope only covered the upgrade of the Emergency Operations Center (EOC). However, during the planning phase, it became evident that the Public Safety, Information Technology, and Emergency Services sectors could also derive substantial benefits from the upgrade. As a result, the revised scope of work encompasses upgrades for all four areas.
Update	The basement renovations have been approved by the council, and a contractor has been selected. The renovation project will enhance the functionality and aesthetics of the basement area, addressing both structural and cosmetic improvements. This will involve detailed planning and coordination with the contractor to ensure the project stays on schedule and meets all required standards. Staff will be overseeing the progress closely to ensure a smooth and efficient renovation process.

Project Name	**Organizational Resilience: Internal Emergency Management Training**
Service Provider	Westward Disaster
Summary	The city is responsible for the operation and management of its Emergency Operations Center (EOC), with the aim of enhancing preparedness, response, and recovery capabilities for emergencies and large-scale events. The consultant will furnish subject matter experts and instructors to aid in the creation and execution of a tailored EOC training program for city department staff.
Update	Our Emergency Operations Center (EOC) Awareness Course took place on April 18th and received overall positive feedback. The course was a success and brings our city and leadership one step closer to being prepared for the next emergency. Next, Westward and the City of Carson will be working on the upcoming EOC role-specific training.

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 1, 2024, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

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

Subject: CONSIDER RECORDING A "NOTICE OF EXEMPTION" IN THE OFFICE OF THE LOS ANGELES COUNTY CLERK AND WITH THE STATE CLEARING HOUSE FOR CAPITAL IMPROVEMENT PROJECT NO. 1731: CITY HALL BASEMENT/ EMEREGENCY OPERATIONS CENTER RENOVATION, PURSUANT TO SECTION 15301 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES (CITY COUNCIL)

I. SUMMARY

The City's Capital Improvement Program (CIP) includes Project 1731: City Hall Basement/Emergency Operations Center (EOC) Renovation. Plans, specifications, and estimates (PS&E) were prepared by Westberg + White, Inc. and are available for review in the City Engineer's Office.

The City of Carson's Planning Department has reviewed the project and determined it to be categorically exempt. Staff now requests that the City Council formally adopt a California Environmental Quality Act (CEQA) finding confirming the categorical exemption and authorize staff to file the notice with the Los Angeles County Clerk and the State Clearing House at the Governor's Office of Planning and Research.

II. RECOMMENDATION

1. MAKE the California Environmental Quality Act finding that the proposed City Hall Basement/Emergency Operations Center Renovation Project is categorically exempt pursuant to Section 15301 of the California Environmental Quality Act guidelines.
2. AUTHORIZE staff to record the "Notice of Exemption" in the office of the Los Angeles County Clerk for Project No. 1731: City Hall Basement/Emergency Operations Center Renovation (Exhibit No. 1).

III. ALTERNATIVES

1. DO NOT APPROVE the above recommendations. However, staff will not be able to proceed with the construction of the project.
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) includes Project 1731: City Hall Basement/Emergency Operations Center (EOC) Renovation. The Project includes upgrading the EOC equipment, technology, and infrastructure to meet the standards and requirements set by the California Office of Emergency Services (OES) and other regulatory bodies, as well as creating new designated office spaces for Information Technology & Security, Public Safety, and Emergency Management.

Based on California Environmental Quality Act (CEQA) guidelines, the proposed project is categorically exempt according to Section 15301 of CEQA. The Plans, Specifications and Estimates (PS&E) for CIP Project No. 1731: City Hall Basement/Emergency Operations Center Renovation have been completed by Westberg + White, Inc and reviewed by the Engineering Services Division of the Public Works Department. A copy of the plans, specifications and estimates is available in the City Engineer's Office.

The period of performance to complete the Project is four (4) months from the issuance of the Notice to Proceed. However, staff will seek completion of the Project ahead of this time-frame if possible, without sacrificing quality of the deliverables.

The approximate timeline for the project is as follows:

Execution of Funding	[Completed July 2, 2024]
Advertise Invitation for Bids	[Completed April 4, 2024]
Award of Construction Contract	[Completed July 2, 2024]
Contract Execution	[Completed July 2, 2024]
PO Issuance	[Completed July 29, 2024]
Start of Construction	November 2024
Completion of Construction	March 2025

V. FISCAL IMPACT

No funding is being requested as part of this staff report. Staff is merely asking for approval to file a CEQA categorical exemption and authorization to submit a Notice of Exemption accordingly.

VI. EXHIBITS

1. Notice of Exemption

Attachments

1. Exhibit No. 1.pdf

EXHIBIT NO. 1

City of Carson

NOTICE OF EXEMPTION

CEQA: California Environmental Quality Act

TO: ☐ Office of Planning and Research
State of California
1400 Tenth Street
Sacramento, CA 90815

☒ Los Angeles County Registrar
Recorder/County Clerk
12400 E. Imperial Highway
Norwalk, CA 90650

Project Title: CITY HALL BASEMENT/EMERGENCY OPERATION CENTER RENOVATION

Project Location- Specific: 701 E. CARSON STREET

Project Location- City: Carson **Project Location- County**: Los Angeles

Description of Nature, Purpose, and Beneficiaries of Project:
The project's purpose is to renovate the basement/Emergency Operation Center at City Hall.

Name of Public Agency Approving Project: City of Carson

Name of Person or Agency Carrying Out Project: City of Carson

Exempt Status: *(check one)*

- ☐ Ministerial
- ☐ Declared Emergency
- ☐ Emergency Project
- ☒ Categorical Exemption. Section 15302(b) (Replacement or Reconstruction)
- ☐ Statutory Exemptions.

Reasons why project is exempt:
The project includes renovating the basement of City Hall. Pursuant to Title 14 of the California Code of regulations, Chapter 3, Guidelines for Implementation of the California Environmental Quality Act (CEQA), the project qualifies as a Class 1 categorical exemption under section 15301 of the CEQA guidelines. Class 1 provides exemption for the operation, repair, or minor alteration of existing public or private structures/facilities involving little or no expansion of use. None of the exceptions specified in section 15300.2 of CEQA guidelines would apply that would preclude the use of this CEQA exemption. The project will not have a significant effect on the environment; therefore, this project is a class 1 project that is categorically exempt per section 15301 of the CEQA guidelines and will not result in significant adverse effects on the environment.

Lead Agency
Contact Person: Nora Garcia, Director of Public Safety & Emergency Management
Area Code/Telephone: (310) 952-1603

If filed by applicant:

1. Attach certified document of exemption finding. (Not required – City filing NOE)
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: Nora Garcia Title: Director, PS & EM Date: 09/24/2024

☒ Signed by Lead Agency
☐ Signed by Applicant

Date received for filing at OPR:

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 1, 2024, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER APPROVING ACCESS AGREEMENT BETWEEN CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS AND THE CITY OF CARSON (CITY COUNCIL)

I. SUMMARY

Project No. 1780 – Victoria Street Transit Center is included in the City's Capital Improvement Program (CIP) list. City Staff are working with California State University, Dominguez Hills (CSUDH) to design the Victoria Transit Center on University property. CSUDH is requiring the execution of an access agreement (Exhibit No. 1) to allow on-site work to support the design of the transit center, and staff now seeks City Council's approval of the same to complete the required on-site work.

II. RECOMMENDATION

1. APPROVE Access Agreement with CSUDH.
2. AUTHORIZE the Mayor to execute Access Agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

DO NOT AUTHORIZE the Mayor to execute Access Agreement between California State University, Dominguez Hills and the City of Carson; however, the City will not be able to conduct work on California State University, Dominguez Hill's property and as a result, will not be able to advance the design of Project No. 1780, Victoria Transit Center.

IV. BACKGROUND

On July 5, 2023, City Council approved a funding agreement between Los Angeles County Metropolitan Transportation Authority (METRO) and the City of Carson in the amount of $3,525,000 for Project No. 1780: Victoria Transit Center. Since late 2023, city staff have been working with California State University, Dominguez Hills to design the Victoria Transit Center on University property, adjacent to Victoria Street. The next phase of design requires surveying and potential other field work to be conducted on CSUDH property. In order to allow the City's consultants and/or contractors to access CSUDH property for this work, the City Council is requested to approve the Access Agreement.

V. FISCAL IMPACT

None. There is no fee associated with the Access Agreement. However, if the Access Agreement is not executed, and the design of Project No. 1780, Victoria Transit Center does not proceed, the City could be at risk of losing the $3,525,000 in grant funding from METRO.

VI. EXHIBITS

1. Access Agreement

Prepared by: Dr. Arlingon Rodgers, Jr., Director of Public Works & Gilbert Marquez, P.E., City Engineer & Ian Holst, Associate Civil Engineer

Attachments

Exhibit 1 -CSUDH - Carson Transit Center.pdf

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "**Agreement**") is entered into as of September 03, 2024 (the "**Execution Date**"), by and between THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, the State of California acting in its higher education capacity, on behalf of California State University, Dominguez Hills ("**CSU**"), and the CITY OF CARSON, a California municipal corporation ("**City**"). CSU and City are sometimes hereinafter referred to as the "**Parties**."

RECITALS

A. CSU is the owner of certain real property in the County of Los Angeles, State of California, consisting of approximately two and eight-tenths (2.8) acres and generally depicted in **Exhibit A** hereto (the "**Premises**").

B. City has approached CSU regarding the potential availability of the Premises for leasing and building a "Transportation Hub" on the California State University, Dominguez Hills ("**CSUDH**") campus, which would be built with the City's funding and is currently proposed to generally consist of 8 bus terminals; Transit Electronic Notification System; support facilities for transit employees, which include but are not limited to restrooms, office, lounge spaces, vending machines; modifications to improve traffic signals; and Pedestrian Access on Victoria Street (the "**Project**").

C. City is currently in the process of investigating and evaluating the Premises and potential Project. As part of its investigation and evaluation, City desires access to the Premises for the purpose of conducting certain due diligence inspections of the Premises, and CSU is willing to grant City a license in connection therewith on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Due Diligence Period. The "**Due Diligence Period**" means the period which commences on the Execution Date and ends on the earliest of the following dates, upon which this Agreement shall terminate:

(a) June 30, 2026, unless otherwise earlier terminated or extended upon mutual agreement by both Parties.

(b) Upon either Party's delivery of written notice to the other Party terminating this Agreement (which termination may be made in that Party's sole discretion, with or without cause).

Notwithstanding any such termination, City's obligations under Sections 9, 11, and 12 hereof shall survive any termination of this Agreement.

2. Use of Premises During Due Diligence Period. During the Due Diligence Period, CSU shall have control over and full use of the Premises, subject to the right of City to perform

investigations pursuant to this Agreement. During the Due Diligence Period, CSU shall have the right to retain all income received from the Premises and shall bear all normal and customary operating costs relating to the Premises.

3. Grant of License. CSU hereby grants to City and its agents, employees, consultants, contractors and subcontractors (collectively, its "**Representatives**") a revocable, non-exclusive license ("**License**") during the Due Diligence Period to enter upon the Premises for the sole and limited purpose of conducting site inspections, asset appraisals, surveys, walk-throughs, certain environmental assessments (other than environmental assessments which constitute Invasive Due Diligence Activities) and other similar activities in connection with City's proposed lease of the Premises (the "**Due Diligence Activities**"), subject to the terms and conditions herein. Notwithstanding the foregoing, City is excluded from performing any Due Diligence Activities or otherwise accessing the Premises during the following times: CSUDH Commencement – May 16, 17 & 18, 2025. The License is subject to all existing contracts, leases, easements, encumbrances, and claims which may affect the Premises (whether or not of record).

4. Conditions of and General Limitations on Entry. Before attempting to conduct any Due Diligence Activities, City shall give three business days' advance notice to R. Yancey Modesto, at both telephone number 213-733-4743 and email rmodesto@csudh.edu. Due Diligence Activities shall only occur during the hours from 9:00 a.m. to 5:00 p.m. Pacific time except as otherwise consented to by CSU. All Due Diligence Activities shall be undertaken at City's sole cost and expense, and City shall promptly reimburse CSU for any costs it incurs in connection with the Due Diligence Activities. CSU reserves the right to have its personnel or representatives accompany City's Representatives at all times during its Due Diligence Activities at the Premises.

5. Invasive Due Diligence Activities Excluded. Should City or its Representatives desire to conduct invasive or physical assessments, including environmental assessments, other than visual inspections, including but not limited to chipping, cutting, drilling, boring, or removing anything from the Premises or the improvements thereon, including, without limitation, any Phase II Environmental Site Assessment ("**Invasive Due Diligence Activities**"), CSU may approve or disapprove or condition such activities and any site restoration requirements in CSU's sole and absolute discretion in accordance with terms and conditions set forth by CSU. Prior to conducting any Invasive Due Diligence Activities, City shall submit a written request of activities to be performed and a detailed restoration plan at least 30 days in advance to the contact listed in Section 4. All costs and liability associated with CSU approved Invasive Due Diligence Activities shall be the sole responsibility of City.

6. Secure Work Areas. In connection with all Due Diligence Activities, City shall (and shall cause its Representatives to) properly secure all work areas to prevent harm to occupants of the Premises and CSU's tenants, employees, agents, and invitees. City shall (and shall cause its Representatives to) keep any equipment used or brought onto the Premises under its sole control at all times, and said equipment shall be used on the Premises at the sole risk of City. Neither City nor its Representatives may store equipment on the Premises when not conducting Due Diligence Activities without CSU's prior written consent.

7. Minimum Disturbance. City shall (and shall cause its Representatives to) perform all Due Diligence Activities in cooperation with CSU and CSU's employees, invitees, agents, and

visitors, as well as members of the public, and take all commercially reasonable measures to avoid accident, damage or harm to persons or Premises and unreasonable delay to or interference with the operations of such parties. City shall (and shall cause its Representatives to) take all commercially reasonable measures to conduct the Due Diligence Activities in a manner and at times to minimize any impairment of access or traffic.

8. Compliance with Laws; Permits. City shall (and shall cause its Representatives to) conduct all Due Diligence Activities, including Invasive Due Diligence Activities, in compliance with (a) all applicable federal, state, and local laws (including, without limitation, environmental laws), and CSU's applicable regulations and policies provided CSU has furnished the same to City; and (b) generally accepted professional engineering and industry standards. City, at its sole cost and expense, shall be responsible for obtaining any and all permits and approvals including but not limited to, Temporary Construction Permits, from CSU or any governmental authority which may be necessary for it to conduct any Due Diligence Activities at the Premises. CSU shall cooperate with any reasonable request by City for information or assistance in City's efforts to obtain necessary third-party governmental permits and approvals.

9. Restoration. After conducting any Invasive Due Diligence Activities that may be permitted by CSU pursuant to the terms and provisions of this Agreement, City shall (and shall cause its Representatives to) promptly restore each affected area of the Premises to substantially its condition prior to such activities, to the extent which any changes resulted from City's Due Diligence Activities. As set forth in Section 5, CSU shall approve a restoration plan in its sole discretion prior to City conducting any Invasive Due Diligence Activities; provided, that such restoration shall include, without limitation: (a) returning any excavations to substantially the original grade and condition; (b) removing all of City's equipment from the Premises; (c) backfilling with concrete any boreholes drilled through asphalt; (d) filling and leveling all ditches, ruts and depressions, if any, caused by the Due Diligence Activities; and (e) removing all debris resulting therefrom. To the extent that City fails to restore any or all of the affected portions of the Premises to substantially the same condition as prior to the commencement of the Due Diligence Activities (to the extent changes resulted from City's Due Diligence Activities), after written notice from CSU and a reasonable opportunity to complete such restoration, City shall reimburse CSU for any reasonable costs actually incurred by CSU to do so. This Section shall survive the expiration or termination of this Agreement.

10. Insurance Requirements.

(a) General Requirements of City. Prior to City or its Representatives entering the Premises to conduct any Due Diligence Activities, City shall furnish or cause to be furnished to CSU, at City's or its Representatives' expense, satisfactory certificates of insurance listing the State of California, the Trustees of the California State University, California State University Dominguez Hills, its auxiliaries, and each of their respective officers, directors, employees, representatives, volunteers and agents as additional insureds on the policies listed below (except for Worker's Compensation, Employer's Liability and Professional Liability policies), evidencing that City and/or its Representatives who will be present on the Premises have insurance in full force and effect meeting the requirements set forth below.

Type	Limits

Worker's Compensation/Employer's Liability (including, but not limited to USL&H and maritime coverage, to the extent applicable)	Statutory
General Liability	$2,000,000/occurrence $4,000,000/aggregate
Automobile Liability	$1,000,000 Combined Single Limit

(b) City Requirements Relating to Environmental Investigations. Prior to City or its Representatives conducting any environmental investigation of the Premises, City shall also furnish to the CSU with respect to the Premises, at City's expense, satisfactory certificates of insurance evidencing that City and/or its Representatives have the following insurance in full force and effect meeting the requirements set forth below and, as to City's and/or Representative's Pollution Liability Insurance, policy shall name the State of California, the Trustees of the California State University, California State University, Dominguez Hills, its auxiliaries, and each of their respective officers, directors, employees, representatives, volunteers and agents as an additional insured:

Type	Limits
Professional Liability	$2,000,000/occurrence
(including Pollution Coverage)	$2,000,000/aggregate
Contractor's Pollution Liability	$2,000,000/occurrence
	$2,000,000/aggregate

(c) City's Maintenance of Coverage; Policy Types. City will require that its Representatives maintain the aforesaid coverages while this Agreement is in effect. Any insurance required hereby may be maintained under a blanket policy or an umbrella policy insuring other parties and other locations so long as such policy satisfies the foregoing requirements. Any coverage written on a "claims-made" basis shall be kept in force, either by renewal or the purchase of an extended reporting period, for a minimum period of three years following the termination of this Agreement. Nothing in this Section shall in any way limit City's liability under this Agreement or otherwise. All insurance policies required under this Agreement shall contain a waiver of subrogation in favor of CSU. Notwithstanding anything else in this Section 10, City will be permitted to satisfy the insurance requirements hereunder under its self-insurance program.

11. No Liens or Stop Payment Notices. City will not permit any liens whatsoever, including but not limited to mechanics' or materialmen's liens or any stop payment notices or similar claims to stand against the Premises for labor or material furnished in connection with any Due Diligence Activities performed by City under this Agreement. Upon reasonable and timely written notice of any such lien, stop payment notice, or claim delivered to City by CSU, City may bond and contest the validity and the amount of such lien, but City (a) will promptly pay any

judgment rendered; (b) will promptly pay all proper costs and charges arising from the Due Diligence Activities and any disputes relating thereto; and (c) will have the lien or claim released at its sole expense. This Section shall survive the expiration or termination of this Agreement.

12. Indemnity. City shall indemnify, defend (with counsel reasonably acceptable to CSU), and hold harmless the State of California, the Trustees of the California State University, California State University, Dominguez Hills, its auxiliaries and each of their respective officers, directors, employees, representatives, volunteers, agents, successors and assigns (collectively, the "**CSU Parties**") from and against any and all liabilities, claims, suits, actions, judgments, demands, costs, damages, fines, penalties, losses and expenses (including but not limited to reasonable attorneys' fees) incurred or suffered by, or claimed against the CSU Parties which arise out of this Agreement or the performance of the Due Diligence Activities, whether or not due to negligence or misconduct, or out of City's failure to perform any of its obligations under this Agreement; provided, however, that such obligation to indemnify, defend and hold the CSU Parties harmless shall not be applicable to the extent any liability, claim, suit, action, demand, judgment, cost, damage, fine, penalty, loss or expense (including but not limited to reasonable attorneys' fees) (a) arose from the mere discovery of an adverse condition on, in, under or about the Premises that was not caused or exacerbated by City or its Representatives or was caused by the gross negligence or willful misconduct of any CSU Party. CSU shall reasonably cooperate with City in defending or resisting such claims. City's obligations to the parties who benefit under this Section shall not be impaired by CSU's assignment of its respective rights and/or delegation of its respective duties under this Agreement, and such obligations to CSU shall continue in full force and effect notwithstanding any such assignment or delegation. This Section shall survive the expiration or termination of this Agreement.

13. Disclosures. As an accommodation to City, and to facilitate City's investigations relating to the Premises, CSU has delivered or will be delivering to City copies of or access to electronic databases containing certain documents, materials and information relating to the Premises and the Due Diligence Materials. Such deliveries were made (or will be made) by CSU without any representation or warranty of any kind regarding the accuracy, thoroughness or completeness of such materials, documents or information, and such materials are subject to the terms and conditions of this Agreement.

14. City Not Agent. All Due Diligence Activities or other work undertaken by City at the Premises shall be for its sole account and not as an agent, servant or contractor for CSU.

15. No Obligation to Approve or Comment. Except to the extent consistent with its obligation to reasonably cooperate with City under this Agreement, CSU shall have no obligation to provide comments or approvals regarding the Due Diligence Activities; and no comments or approvals provided by CSU shall in any way be relied on by City or obligate CSU to undertake responsibility for any portion of the Due Diligence Activities.

16. Successors and Assigns; Assignment and Delegation. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns; provided, however, that City may not assign its rights or delegate its duties under this Agreement without the prior written consent of CSU, in CSU's sole and absolute discretion. CSU may assign its rights and/or delegate its duties under this Agreement without the consent of City.

17. Entire Agreement. This Agreement represents the full, complete, and entire agreement between the Parties with respect to the subject matter hereof. There are no other understandings, oral or written, related to the subject matter of this Agreement.

18. Amendments. This Agreement cannot be changed, modified, or amended, in whole or in part, except in writing signed by CSU and City.

19. Governing Law and Venue. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. 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.

20. Remedies. Each of the Parties shall have all rights and remedies at law and in equity for a breach of this Agreement by the other party.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto. Delivery of a signed counterpart by fax or email shall constitute good and sufficient delivery.

22. Notices. Any notice, request, demand, instruction or other communication to be given by either party under this Agreement (except for notice that City is conducting Due Diligence Activities given in accordance with Section 4) must be in writing and sent by registered or certified mail or nationally recognized overnight courier as follows:

CSU: The Board of Trustees of the California State University
401 Golden Shore, 4th Floor
Long Beach, CA 90802-4210
Attn: Assistant Vice Chancellor, Capital Planning, Design & Construction

with copies to: The California State University
Office of General Counsel
401 Golden Shore
Long Beach, CA 90802-4210
Attn: University Counsel, CSU, Dominguez Hills

City: City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Engineer

Notice is deemed to be given upon receipt or refusal of delivery by the applicable addressee. The addresses and addressees for the purposes of this Section may be changed by giving written notice of such change in a manner provided herein for giving notice. However, until such written notice is actually received, the last address and addressee for such addressee continues in effect for all purposes hereunder.

23. 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.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Execution Date.

CSU: THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

Approved By: Paul Gannoe (Aug 30, 2024 07:56 PDT) Date: 08/30/2024

Name: Paul Gannoe

Title: Assistant Vice Chancellor, Capital Planning, Design & Construction

CITY: CITY OF CARSON

By: _____ Date: _____

Name: Lula Davis-Holmes

Title: Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

EXHIBIT A

DEPICTION OF PREMISES

Exhibit A: Depiction of Premises

SCALE: 1/64" = 1'-0"

0 64 128 192 256

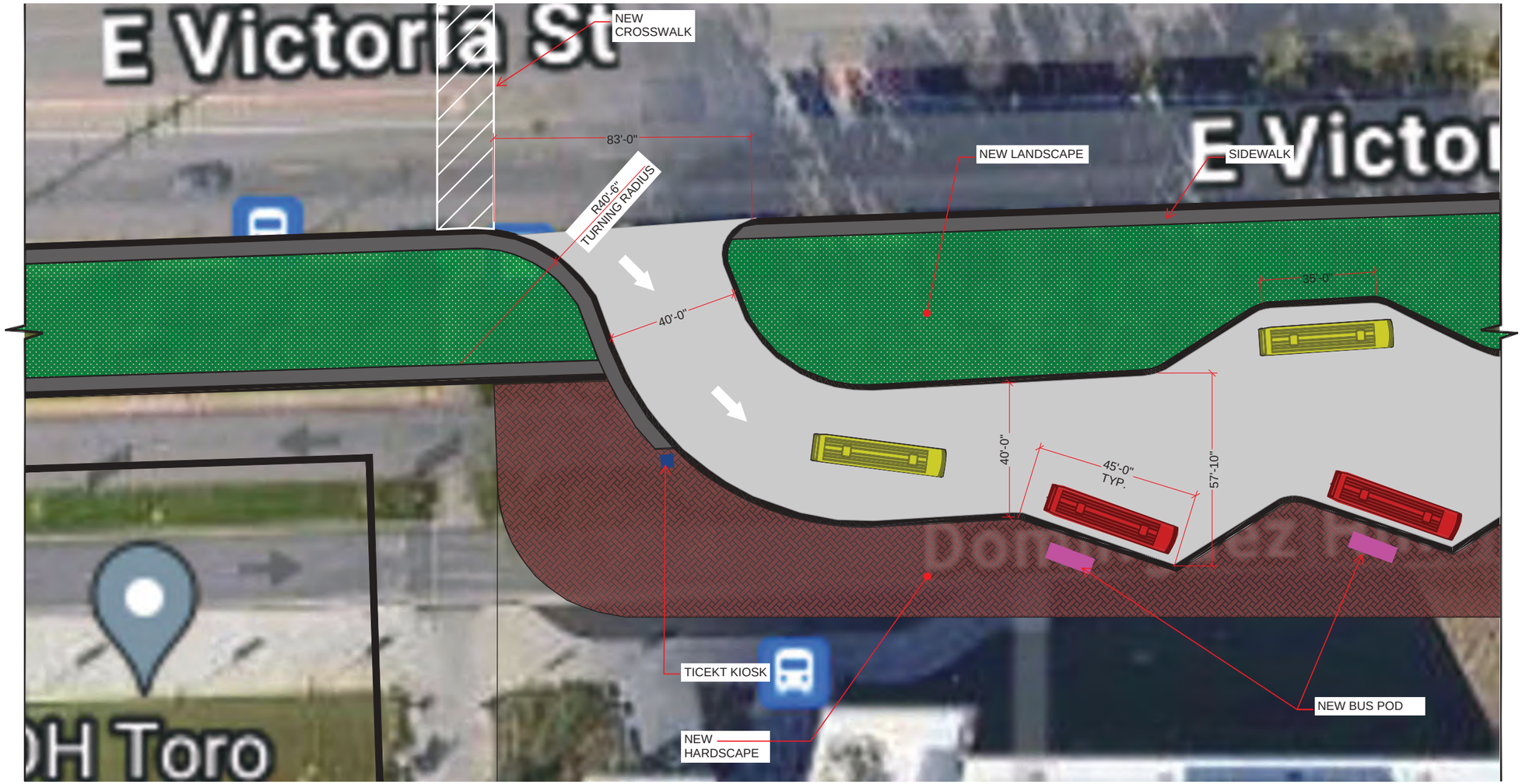
CONCEPT PLAN

1/64" = 1'-0"

NORTH

BREEN DESIGN GROUP

03/19/2024



SCALE: 1/16" = 1'-0"

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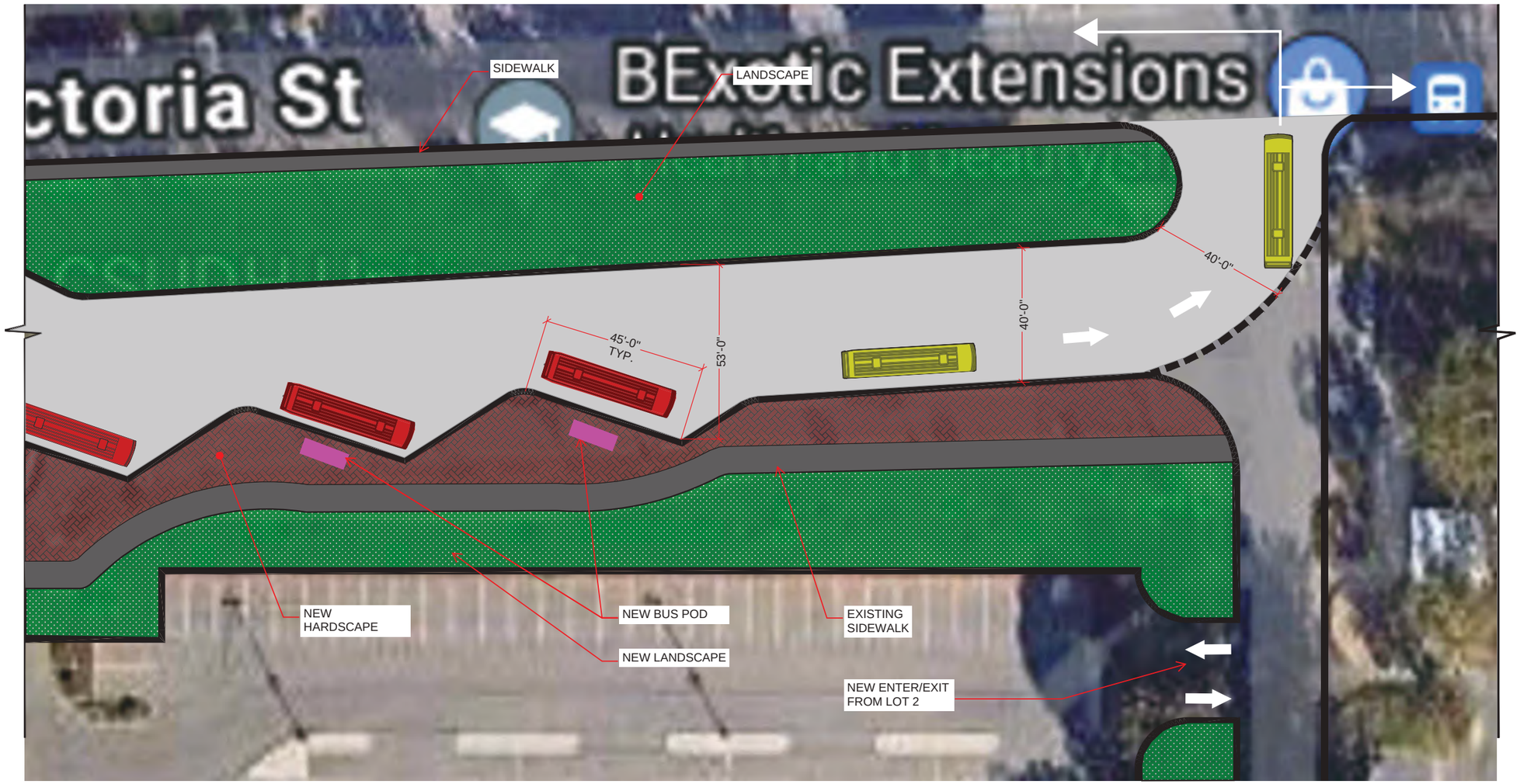
CONCEPT PLAN - ENLARGED

1/64" = 1'-0"

NORTH

BREEN DESIGN GROUP

03/19/2024



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CONCEPT PLAN - ENLARGED

1/64" = 1'-0"

NORTH

BREEN DESIGN GROUP

03/19/2024

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 1, 2024, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER AWARDING A CONTRACT SERVICE AGREEMENT WITH CINTAS CORPORATION NO. 2 FOR PUBLIC WORKS AND COMMUNITY SERVICES EMPLOYEE UNIFORM AND LAUNDERING SERVICES (CITY COUNCIL)

I. SUMMARY

The City of Carson's employees provide several services for the City and its citizens including, roadway maintenance, park maintenance, and internal store keeping. While providing these services, staff from the Public Works Department, Finance Department, and Community Services Department wear uniforms to perform work in a safe and professional manner.

On November 17, 2020, City Council awarded a three-year contract to Unifirst Corporation to provide uniform rental and laundry services along with mat rental services for City employees. The contract agreement allowed for two (2) one-year extensions at the City's discretion. The three-year contract term expired December 31, 2023.

On January 9, 2024, City Council approved Amendment No.1 to the agreement, effective retroactive to December 31, 2023, to extend the contract term by one year, ending in December 31, 2024.

Staff has determined it to be more advantageous to seek out a new vendor to perform these services in a more efficient manner. As a result, staff now recommends that the City Council award a three-year six-month service agreement with the option for two (2) one (1) year extension periods to Cintas Corporation No. 2 to begin January 1, 2025 in the amount of $275,169.44.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD Contract Service Agreement to Cintas Corporation No. 2 for a three-year six-month service agreement with the option for two (2) one (1) year extension periods in the amount of $275,169.44. (Exhibit No. 3).
2. AUTHORIZE the Mayor to execute a Contract Services Agreement with Cintas, following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

Numerous employees within different City departments wear uniforms as part of their regular duties. According to several Memoranda of Understanding with various employee unions and associations, the City is obligated to supply uniforms to eligible employees. The City currently has an agreement with Unifirst Corporation to provide uniformed services for city employees. These services include the provision, laundering, and maintenance of uniforms essential for various departments including Public Works and Community Services. The service agreement with Unifirst Corporation is set to expire on December 31,2024. To maintain the necessary standard of appearance and safety for city employees it is imperative that uniformed services continue without interruption.

Section 2611(g) of the City's Municipal Code ("CMC") allows the City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the participating entity or association's contract is current, the solicitation is within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing, or written justification is provided justifying use of an older solicitation. The City Council has made a determination that the benefits to the City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

Omnia is a cooperative purchasing agency established to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing. Through solicitations, Omnia contracts bring considerable value and efficiencies to members through nationally leveraged contracted suppliers with access to the highest quality products and brands. Each solicitation and RFP contain language, which includes all qualified customers in all fifty states. Omnia contract purchasing solutions are reviewed by the Omnia Board of Directors and awarded on the members' behalf. The City of Carson is a member of Omnia. Cintas was awarded Omnia Contract 001299 for rental of uniforms, floor mats, mops, towels, and related services. The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized through the Omnia program complies with the requirements of Section 2611(g) of the CMC and has therefore, waived the formal bidding process for procurement of this contract (Exhibit No. 2).

The uniform proposal submitted by Cintas (Exhibit No. 1) amounts to a total contract not to exceed amount of $275,169.44. This amount has been calculated based on the current number of employees requiring uniforms and laundering services and a contingency for any unforeseen increases in services including additional staffing.

Staff recommends that the City Council approve the award of a service agreement to Cintas to provide city employees with uniforms and laundering services. The proposed agreement is for a term of three years and six months with an option to extend for two additional one-year extension periods, subject to City Council approval.

V. FISCAL IMPACT

The total estimated cost of the service agreement with Cintas is $275,169.44. The funds for uniform services have been allocated in the FY 24/25 adopted budget in PW Warehouse Uniform account 101-80-801-287-6016. Funds for subsequent contract years will be allocated during the budget process for the respective fiscal year. Staff anticipates using approximately $45,000 towards the Cintas contract in FY 24/25.

VI. EXHIBITS

1. Cintas Proposal
2. Purchasing Waiver
3. Cintas Contract

Prepared by: Dr. Arlington Rodgers Jr., Public Works Director and Freddy Loza, Public Works Superintendent - Facilities and Fleet

Attachments

Exhibit 1 - Cintas Proposal.pdf

Exhibit 2 - Purchasing Waiver Cintas.pdf

Exhibit 3 - Contract Services Agt with Cintas Corp. No. 2.pdf

Exhibit No. 1

* estimate valid for 45 days, actual usage may vary *

CINTAS SERVICE ESTIMATE FOR: City of Carson

▪ uniform rental program

Garment	employees	inventory	per garment	*per employee weekly*	weekly total
Supervisor					
Comfort Flex Pro Shirts	10	7	**$0.500**	*$3.50*	$35.00
Comfort Flex Pro Pants	10	7	**$0.707**	*$4.95*	$49.49
Perma Lined Jackets	10	1	**$0.912**	*$0.91*	$9.12
Lead					
Comfort Shirt	10	7	**$0.180**	*$1.26*	$12.60
Comfort Pants	10	7	**$0.210**	*$1.47*	$14.70
Jackets	10	1	**$0.440**	*$0.44*	$4.40
Staff					
Comfort Shirt	44	7	**$0.180**	*$1.26*	$55.44
Comfort Pants	44	7	**$0.210**	*$1.47*	$64.68
Jackets	44	1	**$0.440**	*$0.44*	$19.36
Fleet					
Comfort Shirt	2	7	**$0.180**	*$1.26*	$2.52
Comfort Pants	2	7	**$0.210**	*$1.47*	$2.94
Jackets	2	1	**$0.440**	*$0.44*	$0.88
Landscape A					
Comfort Shirt	27	7	**$0.180**	*$1.26*	$34.02
Comfort Pants	27	7	**$0.210**	*$1.47*	$39.69
Jackets	27	1	**$0.440**	*$0.44*	$11.88
Landscape B					
Comfort Shirt	11	7	**$0.180**	*$1.26*	$13.86
Comfort Pants	11	7	**$0.210**	*$1.47*	$16.17
Jackets	11	1	**$0.440**	*$0.44*	$4.84
Warehouse					
Comfort Shirt	3	7	**$0.180**	*$1.26*	$3.78
Comfort Pants	3	7	**$0.210**	*$1.47*	$4.41
Jackets	3	1	**$0.440**	*$0.44*	$1.32

Tree Crew					
Comfort Shirt	13	7	**$0.180**	*$1.26*	$16.38
Comfort Pants	13	7	**$0.210**	*$1.47*	$19.11
Jackets	13	1	**$0.440**	*$0.44*	$5.72
Sign Crew					
Comfort Shirt	6	7	**$0.180**	*$1.26*	$7.56
Comfort Pants	6	7	**$0.210**	*$1.47*	$8.82
Jackets	6	1	**$0.440**	*$0.44*	$2.64
Street Crew					
Comfort Shirt	12	7	**$0.180**	*$1.26*	$15.12
Comfort Pants	12	7	**$0.210**	*$1.47*	$17.64
Jackets	12	1	**$0.440**	*$0.44*	$5.28
Projected New Hires					
Comfort Shirt	40	7	**$0.180**	*$1.26*	$50.40
Comfort Pants	40	7	**$0.210**	*$1.47*	$58.80
Jackets	40	1	**$0.440**	*$0.44*	$17.60
Uniform/Prep Advantage	1	1785	**$0.130**	*$232.05*	$232.05
Emblem/Prem Advantage	1	952	**$0.200**	*$190.40*	$190.40
Weekly Total					**$1,048.62**

* estimate based on standard service agreement terms & conditions *

Program Includes

- Personalized Measuring and Fitting.
- Upgrades and Replacements – **No Charge**.
- New Employees started on request.
- Repairs – **No Charge.**
- Stop employees discontinued on request.
- Weekly Inventory Check Sheet.

Additional Benefits

- Local Customer Service Support.
- Minimize day to day management and employee involvement.
- Frequent uniform replacement.
- No up-front investment.
- One week turnaround for new employees.

* estimate valid for 45 days, actual usage may vary *

CINTAS SERVICE ESTIMATE FOR: City of Carson - Mats

▪ uniform rental program

Facility					
3x5 Mat	weekly	70	$2.240		$156.80
4x6 Mat	weekly	30	$2.130		$63.90
3x10 Mat	weekly	40	$3.290		$131.60
Red Shop	weekly	50	$0.120		$6.00
36' Dust Mop	weekly	25	$2.000		$50.00
60' Dust Mop	weekly	25	$2.200		$55.00
Facility Weekly Total					$463.30
Weekly Total					**$463.30**

Program Includes

- Personalized Measuring and Fitting.
- Upgrades and Replacements – **No Charge**.
- New Employees started on request.
- Repairs – **No Charge.**
- Stop employees discontinued on request.
- Weekly Inventory Check Sheet.

Additional Benefits

- Local Customer Service Support.
- Minimize day to day management and employee involvement.
- Frequent uniform replacement.
- No up-front investment.
- One week turnaround for new employees.

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745
(310) 952-1758

Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

☒**(A) Formal Bidding** *(Section 2611)*
☐**(B) Written Contract** *(Section 2605(1)(iii))*

If **(A)** is selected above, please select the exception being exercised for this purchase:

☐**(d)** Emergency Purchasing *(Section 2611(d))*
☐**(e)** Sole Source Purchasing *(Section 2611(e))*
☐**(f)** Piggyback Purchasing *(Section 2611(f))*
☒**(g)** Cooperative Purchasing *(Section 2611(g))*
☐**(i)** Other Purchase Exceptions *(Section 2611(i)(1) through 2611(i)(18))*

If **(e)** or **(f)** are selected above, please specify the contract number, awarding agency, and other contracting parties being exercised for this purchase:
Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348

Req # (if available):Click or tap here to enter text.
Vendor Name: **Cintas**

Formal bidding and/or a written contract would normally be required because the purchase is for an amount $75,000 or more; here, the amount is **$275,169.44.**

Written justification or summary of purchase.
For the purchase of products and services as provided under Omnia Contract 001299 including but not limited to the following: uniforms, cleaning mops and cloths, first aid and safety, and fire protection services.

Purchasing:

Josilla Togiola, Purchasing Manager
Date:

Authorized Department Staff:

Name/Title: Dr. Arlington Rodgers Jr., Public Works Director
Date:

**Attach all relative applicable documents including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, relative contract agreements for piggybacking or cooperative purchasing exceptions, etc.*
***Attach a copy of the fully executed waiver to the corresponding requisition.*

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

CINTAS CORPORATION NO. 2

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ___ day of _____, 2022 by and between the CITY OF CARSON, a California municipal corporation ("City") and CINTAS CORPORATION NO. 2, a Nevada corporation authorized to conduct business in California ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Section 2611(g) of the City's Municipal Code allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, provided that the Purchasing Manager makes a determination that the proposed procurement complies with the requirements of Section 2611(g) after engaging in certain due diligence requirements.

B. The Board of Regents of the University of Nebraska ("Regents") is part of a cooperative purchasing program through which it entered into a contract with Consultant after engaging in a competitive bidding process, whereby it now receives uniforms, mats and other items at a significantly discounted rate. The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized by the Regents complies with the requirements outlined in Section 2611(g).

C. 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 services defined and described particularly in Article 1 of this Agreement.

D. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

E. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Exhibit "A" 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 Two Hundred Seventy-Five Thousand, One Hundred Sixty-Nine Dollars and Forty Four Cents ($275,169.44) (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:

Krystal Cabrera	Work Apparel Consultant
(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension

thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or

employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or

damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice

of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person

having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s),

or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[vas; rjl]

CONSULTANT:

CINTAS CORPORATION NO. 2,
a Nevada corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 18620 S. Broadway Street
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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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

☐ 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:

A. Provide Comfort Pro Shirt, item number 22935 as requested by the City.

B. Provide Comfort Pro Pant, item number 22945 as requested by the City.

C. Provide Perma lined Jacket, item number 970 as requested by the City.

D. Provide Comfort Shirt, item number 935 as requested by the City.

E. Provide Comfort Pant, item number 945 as requested by the City.

F. Provide Jacket, item number 677 as requested by the City.

G. Provide Standard Name Emblem, Standard Agency Emblem, Custom Agency Emblem at the request of the City.

H. Provide Uniform Advantage, Premium Uniform Advantage, Emblem Advantage, and Prep Advantage at the request of the City.

I. Provide Non-Standard/Special Cut Garment premium at the request of the City.

J. Provide a Cintas representatives to measure City employees, using "size samples" or Cintas Trufit.

K. Provide a total of seventy (70) 3 x 5 Black Mats, item number 84335, weekly to the City.

L. Provide a total of thirty (30) 4 x 6 Black Mats, item number 84435, weekly to the City.

M. Provide a total of forty (40) 3 x 10 Black Mats, item number 84035, weekly to the City.

N. Provide a total of twenty-five (25) 36 inch Dust Mop, item number 2590, weekly to the City.

O. Provide a total of twenty-five (25) 60 inch Dust Mop, item number 2610, weekly to the City.

P. Provide a total of fifty (50) Red Shop Towels, item number 2160, weekly to the City.

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

As detailed in Section I. above.

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:

As requested by 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.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***)

I. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall ***commence January 1, 2025 and*** continue in full force and effect until completion of the services ***through June 30, 2028*** ~~but not exceeding one (1) years from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."***"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
22935	Comfort Pro Shirt	☑ Yes ☐ No	.500	26.99
22945	Comfort Pro Pant	☑ Yes ☐ No	.707	37.79
970	Perma lined Jacket	☑ Yes ☐ No	.912	60.29
935	Comfort Shirt	☑ Yes ☐ No	.180	24.29
945	Comfort Pant	☑ Yes ☐ No	.210	28.79
677	Jacket	☑ Yes ☐ No	.440	40.49

Standard Name Emblem	$ 1.95 ea	Standard Agency Emblem	$ 2.95 ea
Custom Agency Emblem	$ 3.95 ea	Embroidery	$ NA ea
Uniform Advantage	Item: 2		$ .08 ea per week
Premium Uniform Advantage	Item: 13		$ .13 ea per week
Emblem Advantage	Item: 14		$ .10 ea per week
Prep Advantage	Item: 7074		$ .10 ea per week
Minimum Charge	$35 per delivery or 50% of initial invoice (the greater of the two).		
Make-Up Charge	$ 1.55 per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			$ .15 per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.			
Artwork Charge for Logo Mat	$ NA		
Payment Terms: Net 30			
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $ 10.00 per garment will be assessed for employee's size changed within 4 weeks of installation.		
Other			

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
84335	3x5 Black Mat	W	70	2.24
84435	4x6 Black Mat	W	30	2.13
84035	3X10 Black Mat	W	40	3.29
2590	36" Dust Mop	W	25	2.00
2610	60" Dust Mop	W	25	2.20
2160	Red Shop Towel	W	50	0.12

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 $275,169.44 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:

Consultant shall perform all Services in accordance with the schedules set forth in Exhibit "A" and Exhibit "C."

II. 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, October 1, 2024, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDERATION OF RESOLUTION NO. 24-091 AUTHORIZING THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F025 TO THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403F15 FOR FEDERAL-AID PROJECTS FOR THE DESIGN PHASE OF PROJECT NO. 1753 [FEDERAL NO. STPL-5403(033)]: UNIVERSITY DRIVE FROM AVALON BOULEVARD TO WILMINGTON AVENUE; AND RESOLUTION NO. 24-095 AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS (CITY COUNCIL)

I. SUMMARY

The City of Carson was awarded a grant for roadway improvements and has been authorized to proceed with the design work for Project No. 1753: University Drive from Avalon Boulevard to Wilmington Avenue. This is a federally funded project to rehabilitate the existing asphalt pavement roadway and repairing existing concrete infrastructure on University Drive between Avalon Boulevard and Wilmington Avenue.

The funding for this project is provided by the STP Local (STPL) federal fund. According to the Federal Highway Administration (FHWA) and the California Department of Transportation (Caltrans), adoption of a resolution by the City Council authorizing the execution of the Program Supplement Agreement to the Administering Agency-State Master Agreement No. 07-5403F15 between the State and the City is required (Exhibit No. 1).

Program Supplement Agreement No. F025 obligates up to $150,000.00 in STPL federal funds for the design phase of this project, and it requires a local city match of $17,000.00 (Exhibit No. 2) and amending the fiscal year 2024-25 budget in the general fund and special revenue fund (Exhibit No.3).

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 24-091, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F025 TO THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403F15 FOR FEDERAL-AID PROJECTS FOR THE DESIGN PHASE OF PROJECT NO. 1753 [FEDERAL NO. STPL-5403(033)]: UNIVERSITY DRIVE FROM AVALON BOULEVARD TO WILMINGTON AVENUE.”
2. WAIVE further reading and ADOPT Resolution No. 24-095, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE

FUNDS."

III. ALTERNATIVES

1. DO NOT ADOPT Resolutions No. 24-091 and No. 24-095. However, if the City does not execute the Program Supplement Agreement, it would not be eligible to receive federal and state funds for this project. No invoices for reimbursement can be submitted to Caltrans until the Program Supplement Agreement is fully executed.
2. TAKE another action the City Council deems appropriate.

IV. BACKGROUND

Project No. 1753 will provide rehabilitation of existing roadway section and repair sidewalks, driveways, curb ramps, and other related roadway infrastructure. The project is funded by a federal grant that is administered by Caltrans, and includes the following streets:

- University Drive, from Avalon Boulevard to Wilmington Avenue

The improvements include repairing sidewalk, curb & gutter, driveways, upgrading pedestrian ramps to comply with ADA requirements, rehabilitating the roadway section, grinding asphalt pavement, striping, and new traffic loops.

Carson administers federally funded projects under the auspices of the current Administering Agency-State Master Agreement between the City of Carson and the State of California. An updated version of this agreement (Master Agreement No. 07-5403F15) was approved by the City Council on March 21, 2017 and the update of that Agreement is on this agenda.

In order to be eligible for reimbursement, each individual project that is federally funded must have a Program Supplement Agreement that is executed by adopting a resolution.

The resolution under consideration would obligate the expenditure of up to $150,000.00 for the design phase of University Drive from Avalon Boulevard to Wilmington Avenue, which would be reimbursed through the STPL grant. In addition, it is required to appropriate funding for the local match requirement of $17,000.00 from the City's General Fund.

V. FISCAL IMPACT

The Program Supplemental Agreement under consideration will provide the opportunity for the City of Carson to be reimbursed for an amount not-to-exceed $150,000.00 from the STPL grant for the design phase of University Drive from Avalon Boulevard to Wilmington Avenue project, which requires City to appropriate funding for the amount of the reimbursable work and for the local match requirement of $17,000.00 from the City's General Fund.

The $150,000.00 grant funds will be allocated to the Federal Highway expenditure account per resolution 24-095. The $17,000.00 local match is allocated in FY 24/25 adopted budget in Development Impact Fee account 289-80-820-904-8009.

VI. EXHIBITS

1. Resolution No. 24-091
2. Program Supplement Agreement No. F025
3. Resolution No. 24-095

Prepared by: Arlington Rodgers, Director of Public Works and Gilbert M. Marquez, P.E., City Engineer, Victor Lopez, P.E., Associate Civil Engineer

Attachments

Exhibit 1 - Resolution 24-091.pdf

Exhibit 2 - Program Supplement Agreement.pdf

Exhibit 3 - Reso 24-095

RESOLUTION NO. 24-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F025 TO THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403F15 FOR FEDERAL-AID PROJECTS FOR THE DESIGN PHASE OF PROJECT NO. 1753 [FEDERAL NO. STPL-5403(033)]: UNIVERSITY DRIVE FROM AVALON BOULEVARD TO WILMINGTON AVENUE.

WHEREAS, Caltrans and the City of Carson are required by the Federal Highway Administration to execute a Program Supplement Agreement to the Administering Agency-State Master Agreement No. 07-5403F15 for Project No. 1753: University Drive from Avalon Boulevard to Wilmington Avenue.

WHEREAS, Program Supplement Agreement No. F025 to Administering Agency-State Master Agreement No. 07-5403F15 will permit the City to be reimbursed as specified in the agreement with STP Local (STPL) federal fund money for the design phase of Project No. 1753 University Drive from Avalon Boulevard to Wilmington Avenue.

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

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

Section 2. Approval of Funding Agreement. The City Council hereby approves the Program Supplement Agreement No. F025 and authorizes the Mayor to execute this Resolution and corresponding Funding Agreement..

Section 3. Further Acts. The City Manager, Director of Public Works and City Clerk are hereby authorized and directed to execute such other documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 4. Severability. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 5. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 6. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 1st day of October, 2024.

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. 24-091 adopted by the City of Carson City Council at its meeting held on October 1, 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMEBES:

ABSENT: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

PROGRAM SUPPLEMENT NO. F025
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 07-5403F15

Adv. Project ID
0724000295

Date: July 17, 2024
Location: 07-LA-0-CRSN
Project Number: STPL-5403(033)
E.A. Number:
Locode: 5403

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 09/21/2017 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: University Drive from Avalon Boulevard to Wilmington Avenue

TYPE OF WORK: Rehabilitation of existing asphalt pavement and repair/upgrade sidewalks, driveways, curb ramps

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Y230	$150,000.00	LOCAL		OTHER
$167,000.00			$17,000.00		$0.00

CITY OF CARSON

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Mekbib Woldegebriel **Date** 07/17/2024 $150,000.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.6 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

   B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

   C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

   D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

   E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

   F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or
activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

RESOLUTION NO. 24-095

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

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 amend the FY2024-25 budget; and

WHEREAS, the City Council has determined it necessary to amend the FY2024-25 General Fund budget and Special Revenue Funds budget.

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.

Account	Description	Increase/(Decrease)
220-99-999-999-4511-PW1753	Federal Highway	($150,000.00)
220-80-820-904-8009-PW1753	Infrastructure Roadways	$150,000.00

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 October 1, 2024 the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 1st day of October, 2024.

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. 24-095 adopted by the City of Carson City Council at its meeting held on October 1, 2024, 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, October 1, 2024, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER APPROVING THE PURCHASE OF ONE LEEBOY 8520C FROM NIXON-EGLI EQUIPMENT CO., AN AUTHORIZED LEEBOY DEALER, FOR THE DEPARTMENT OF PUBLIC WORKS/OPERATIONS & MAINTENANCE DIVISION (CITY COUNCIL)

I. SUMMARY

To ensure that our roads remain sturdy and safe for travel, Public Works is requesting City Council approval to purchase a new asphalt paver for its Street Maintenance crew. The current paver is a LeeBoy model 7000 which is 13 years old. Staff recommends purchasing the new LeeBoy model 8520C which has double the horsepower of the current paver and will save time and increase production. Furthermore, the 8520C model can pave the entire traffic lane width (typically 10-12 feet wide) compared to the current model which cannot handle the entire traffic lane width and results in the crew having to pave the surface twice to cover the entire lane. The new 8520C model has a larger hopper capacity which holds up to 15 tons of asphalt that will reduce the number of dumps needed for a job and features other upgrades which prevent overdue heating and warping, and a new track system made of hardened polyurethane which eliminates damage to existing asphalt.

Staff has secured a quote for the LeeBoy 8520C from Nixon-Egli Equipment Co. (Exhibit 1), which is a Sourcewell vendor and authorized LeeBoy dealer in Ontario, CA. for $276,882.73. Staff is seeking City Council approval of the Purchase Agreement (Exhibit 3) for the LeeBoy 8520C and authorization to include the equipment in the City's physical damage insurance policy at an overall not-to-exceed cost of $2,200.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the City's insurance broker, Alliant Insurance Services, to include the LeeBoy 8520C, in the City's physical damage insurance for City's automobiles and equipment with Alliant Mobile Vehicle Program (AMVP) for FY 2024/25, at an overall not-to-exceed cost of $2,200.
2. APPROVE the proposed Purchase Agreement of one LeeBoy 8520C from Nixon-Egli Equipment Co. of Southern California Inc., an authorized LeeBoy dealer, for a not-to-exceed total cost of $276,882.73 pursuant to CMC Section 2611(g) and Sourcewell Roadway Paving Equipment Contract #060122-VTL.
3. AUTHORIZE the Mayor to execute the Purchase Agreement with Nixon-Egli Equipment Co. of Southern California Inc. following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

The Public Works Department employs a fleet of vehicles and equipment that are used for the provision of daily maintenance and operations services in support of the City. The requested equipment will be used by the Concrete and Street Maintenance crews in the Public Works Operations Division to perform right-of-way (ROW) maintenance activities such as the removal and replacement of deteriorating sidewalks and the maintenance and preservation of paved streets.

This purchase will be made pursuant to Sourcewell Contract #060122-VTL. Sourcewell is a cooperative purchasing agency established to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing. Through solicitations, Sourcewell contracts bring considerable value and efficiency to members through nationally leveraged contracted suppliers with access to the highest quality products and brands. Each solicitation and RFP contain language which includes all qualified customers in all fifty states. Sourcewell contract purchasing solutions are reviewed by the Sourcewell Board of Directors and awarded on the members' behalf. The Sourcewell quote provided by Nixon-Egli Equipment Co. was prepared on August 8, 2024, and is valid until November 6, 2024. This quote is good for 90 days and includes significant discounts which will save the City approximately $59,863.30.

Section 2611(g) of the City's Municipal Code (CMC) allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any Local, County, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing. The City Council has decided that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances because of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i). The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized through the Sourcewell program complies with the requirements of Section 2611(g) of the CMC and has therefore, waived the formal bidding process for procurement of this contract (Exhibit No. 2).

Funds for this purchase will be transferred from the Waste Resources Tech Admin and Sidewalk Maintenance Professional Services Accounts. The Waste Resources Account are funds from our solid waste hauler and earmarked for road improvement needs. The purchase of a new asphalt paver is permissible under the contract language. This paver purchase also allows more asphalt work and maintenance to be done by our in-house staff thereby decreasing the need for additional work to be contracted out. This reduction in anticipated professional services allowed staff to reallocate those funds toward this purchase.

In accordance with the City's Risk Management and Finance Department's procedures, staff reached out to the City Attorney's Office to prepare a Purchase Agreement for the capital equipment purchase and included the insurance premium cost to include the paver on the City's physical damage insurance policy.

V. FISCAL IMPACT

Per Article II, Chapter 9.5 of the City's Municipal Code, any budget transfer within the same City department may be approved by the City Manager, except those transfers involving personnel-related funds. Should the City Council approve staff's recommendation, a budget transfer will be submitted to the City Manager's Office, requesting the $276,882.73 needed for this equipment purchase be transferred to PW Roadway Maintenance Equipment Account No. 101-80-840-281-8004 from the following accounts:

- Waste Resources Tech Admin Account 101-80-840-281-6500 ($250,000)
- PW Sidewalk Maintenance Professional Services Account 101-80-840-294-6004 ($26,882.73)

The required insurance will come from the following Risk Management property insurance account:

- Property Insurance Account 101-50-660-172-6031 ($2,200)

VI. EXHIBITS

1. Nixon-Egli Equipment Co. Quotation for one LeeBoy 8520C from Sourcewell Pricing.
2. Draft Purchasing Waiver - LeeBoy #060122-VTL.pdf
3. Purchase Agreement

Prepared by: Dr. Arlington Rodgers, Jr., Public Works Director

Attachments

Exhibit 1 - Nixon Egli LeeBoy Quote.pdf

Exhibit 2 Draft Purchasing Waiver - LeeBoy #060122-VTL.pdf

Exhibit 3 Purchase Agreement w Nixon Egli.pdf

Exhibit 1

NIXON-EGLI EQUIPMENT CO.

www.nixonegli.com

□ SO. CALIFORNIA: 2044 South Vineyard Avenue, Ontario, CA 91761 • (909) 930-1822 • FAX (909) 923-2356
□ NO. CALIFORNIA: 800 East Grant Line Road, Tracy, CA 95376 • (209) 830-8600 • FAX (209) 830-8884
□ NEVADA: 2750 Marion Drive, Las Vegas, NV 89115 • (702) 342-8100 • FAX (909) 947-6014

City of Carson
18620 S. Broadway
Carson, CA 90248

August 8, 2024
Quote Number- 101078

Attention- Chris Holt
Reference- LeeBoy 8520C – (Stock# 220528)

Leeboy Sourcewell ID: 060122-VTL

Dear Mr. Holt,

We are pleased to quote you One LeeBoy 8520C – (Stock# 220528) equipped as follows:

Standard Unit:

- 125 hp (93 kw) Kubota Tier 4 Final Diesel Engine
- Legend HD Screed, Weight 3,450 lbs
- Paving Widths Variable Up To 15'
- 9 Ton Capacity Material Hopper
- Remote Mounted SCR for Greater Visibility
- Dual Electronic Steering
- Ultra-efficient Wide-Conveyor Material Management
- Automatic RPM Control System
- Electric Screed Heat, 14.4 kw Belt-Driven Generator
- Actuator Driven Hood Lift to Aid in Maintenance

Options Included in Pricing Below:

- Wiring Only for Grade Control

Sourcewell List Price: $298,633.00
Sourcewell Discount (10%): - $29,863.30
Price with Sourcewell Discount: $268,769.70
Additional Discount: -$30,000.00
Final Sourcewell Price: $238,769.70
Dealer Items: $11,010.55
10.25% Sales Tax: $25,602.48
Delivery Freight: $1,500.00

Sales Price Total: $276,882.73

NIXON-EGLI EQUIPMENT CO.

www.nixonegli.com

 SO. CALIFORNIA: 2044 South Vineyard Avenue, Ontario, CA 91761 • (909) 930-1822 • FAX (909) 923-2356
 NO. CALIFORNIA: 800 East Grant Line Road, Tracy, CA 95376 • (209) 830-8600 • FAX (209) 830-8884
 NEVADA: 2750 Marion Drive, Las Vegas, NV 89115 • (702) 342-8100 • FAX (909) 947-6014

- The above price(s) are valid for 90 days.
- Dealer items include: PDI /Start Up Training/ Inbound freight from manufacture.
- Machine quoted is in stock and subject to prior disposition.

Thank you for the opportunity to quote on your equipment needs. Should you have any further questions, please feel free to contact me.

Sincerely,
NIXON-EGLI EQUIPMENT CO.

Tray Hall

Tray Hall (213) 806-9173
Municipal Area Manager

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745
(310) 952-1758

Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

☒**(A) Formal Bidding** *(Section 2611)*
☐**(B) Written Contract** *(Section 2605(1)(iii))*

If **(A)** is selected above, please select the exception being exercised for this purchase:

☐**(d)** Emergency Purchasing *(Section 2611(d))*
☐**(e)** Sole Source Purchasing *(Section 2611(e))*
☐**(f)** Piggyback Purchasing *(Section 2611(f))*
☒**(g)** Cooperative Purchasing *(Section 2611(g))*
☐**(i)** Other Purchase Exceptions *(Section 2611(i)(1) through 2611(i)(18))*

If **(e)** or **(f)** are selected above, please specify the contract number, awarding agency, and other contracting parties being exercised for this purchase:
Sourcewell Agreement #060122-VTL | Contract Expiration: 08/01/26

Req # (if available): **N/A**
Vendor Name: **Nixon-Egli Equipment Co.**

Formal bidding and/or a written contract would normally be required because the purchase is for an amount $100,000 or more; here, the amount is **NTE $276,882.73 per FY.**

Written justification or summary of purchase.
For the purchase of equipment, products, or services as provided under the Sourcewell Solicitation #RFP #060122-VTL, including, but not limited to the following categories: asphalt pavers, tack tanks, asphalt spray patcher, graders, brooms, rollers, max distributors, road wideners, force feed loader, chip spreader, etc.

Purchasing: *Authorized Department Staff:*

Josilla Togiola, Purchasing Manager
September 17, 2024

Dr. Arlington Rodgers, Public Works Dir.
September 17, 2024

**Attach all relative applicable documents including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, relative contract agreements for piggybacking or cooperative purchasing exceptions, etc.*
***Attach a copy of the fully executed waiver to the corresponding requisition.*

PURCHASE AGREEMENT
BY AND BETWEEN
THE CITY OF CARSON AND
NIXON-EGLI EQUIPMENT CO. OF SOUTHERN CALIFORNIA, INC.

THIS PURCHASE AGREEMENT ("Agreement") is executed this ____ day of _____, 2024 ("Effective Date"), by and between the CITY OF CARSON, a California municipal corporation ("City"), and NIXON-EGLI EQUIPMENT CO. OF SOUTHERN CALIFORNIA, 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 LeeBoy 8520C Asphalt Paver and start-up training therefor 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 LeeBoy 8520C Asphalt Paver, 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 Seventy-Six Thousand Eight Hundred Eighty-Two Dollars and Seventy-Three Cents **($276,882.73)**, 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, subject to the 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 7 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 18620 S. Broadway, Carson, CA 90248.

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, either the general aggregate limit shall apply separately to this contract/location, or 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.

(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 either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $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 to it 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 thereof 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. Kirby Jones, Operations & Maintenance Superintendent, 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: Nixon-Egli Equipment Co. of Southern California, Inc.
2044 South Vineyard Ave.,

Ontario, CA 91761
Attn: Tray Hall, Municipal Area Manager

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 R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

SELLER:

NIXON-EGLI EQUIPMENT CO. OF SOUTHERN CALIFORNIA, INC., a California corporation

_____
Name:
Title:

_____
Name:
Title:

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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

☐ 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

DESCRIPTION OF GOODS AND PRICING

One LeeBoy 8520C – (Stock# 220528)

Item includes PDI/Start-Up training and inbound freight from manufacturer.

Standard Unit:

- 125 hp (93 kw) Kubota Tier 4 Final Diesel Engine
- Legend HD Screed, Weight 3,450 lbs
- Paving Widths Variable Up To 15'
- 9 Ton Capacity Material Hopper
- Remote Mounted SCR for Greater Visibility
- Dual Electronic Steering
- Ultra-efficient Wide-Conveyor Material Management
- Automatic RPM Control System
- Electric Screed Heat, 14.4 kw Belt-Driven Generator
- Actuator Driven Hood Lift to Aid in Maintenance

Options Included in Pricing Below:

- Wiring Only for Grade Control

Sourcewell List Price: $298,633.00
Sourcewell Discount (10%): - $29,863.30
Price with Sourcewell Discount: $268,769.70
Additional Discount: -$30,000.00
Final Sourcewell Price: $238,769.70
Dealer Items: $11,010.55
10.25% Sales Tax: $25,602.48
Delivery Freight: $1,500.00

Sales Price Total: $276,882.73

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 1, 2024, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works {{customField.department}} {{customField.division}}

Subject: CONSIDER APPROVAL OF FINAL TRACT MAP NO. 67200: DEVELOPMENT OF A 35 UNIT CONDOMINIUM PROJECT LOCATED AT 427 EAST 220TH STREET BETWEEN DOLORES STREET AND GRACE STREET (CITY COUNCIL).

I. SUMMARY

The County of Los Angeles Department of Public Works and the City of Carson Engineering Services Division have reviewed Tract Map No. 67200 and have determined that the final map as prepared is ready for final approval. A letter dated August 6, 2024, was issued by the Los Angeles County Department of Public Works recommending approval of the Final Map (Exhibit No.1).

Staff requests that the City Council approve Final Tract Map No. 67200 for the development of thirty-five (35) residential condominium units on a lot 102,734 S.F (3.11 Acres) located at 427 East 220th Street between Dolores Street and Grace Street (Exhibit No.2).

II. RECOMMENDATION

TAKE the following actions:

1. MAKE the findings listed in the body of this report.
2. APPROVE Tract Map No.67200 for 35 residential condominium units located at 427 East 220th Street.
3. ACCEPT on behalf of the public the offer of dedication set forth in Tract Map No. 67200.
4. ACCEPT the bonds and improvement securities listed in the body of this report.
5. INSTRUCT the City Clerk to endorse the certificate that embodies the approval of said Tract Map No.67200.

III. ALTERNATIVES

1. DO NOT APPROVE Tract Map No. 67200. However, the Subdivision Map Act requires that the City Council approve the Final Tract Map once all requirements and conditions have been met.
2. TAKE another action the City Council deems appropriate currently consistent with the requirements of the law.

IV. BACKGROUND

On February 11, 2020, the Planning Commission approved Tentative Tract Map No. 67200 that provides a subdivision development of 35-units of residential condominiums on a lot of approximately 3.11 acres, located at 427 East 220th Street (Exhibit No.3). The proposed condominium development will consist of two story, free standing residential units with three and four-bedroom floor plans that measure approximately 1,844 square feet to 2,138 square feet. The development will include enclosed parking for all residential units, guest parking, open space and an internal private road.

The following provides a summary of the site information:

- General Plan Land Use Designation: Medium Density Residential
- Zone District: RM-8-D (8 du/acre) and RM-12-D (12 du/acre)
- Site Size: 3.11 acres (135,471 sf)
- Present Use and Development: Single Family & Multi-Family Homes
- Surrounding uses/Zoning: Single Family Residential

The project is consistent with the standard of the Multi Dwelling Residential (RM-12-D) zoning designation and the Medium Density Residential General Plan land use designation and will remain consistent with the surrounding uses.

The Engineering Division has received the bonds and improvement securities for the required offsite improvements, including street, sewer, and water, to ensure completion of these public improvements according to City policy. Prior to recordation, the findings must be made as follows:

- The project will not violate any of the provisions of Section 66474, 66474.1, and 66474.6 of the Subdivision Map Act.
- The proposed subdivision, together with the provisions for its design an improvement, is consistent with the General Plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code or any specific plan adopted, pursuant to Article 8 (commencing with section 65450) of Chapter 3 of Division 1 of the Government Code. The development of the property, in the manner set forth on the subject division of land, would not unreasonably interfere with the free and complete exercise of any public entity and/or public utility rights-of-way and/or easements within the subject division of land, pursuant to Sections 66436 (a) 3A (I-VII) of the Subdivision Map Act.

The Tract Map has been reviewed by the County of Los Angeles Department of Public Works and City staff, and the City received a letter dated August 6, 2024 from the County of Los Angeles Department of Public Works recommending approval of the Final Map. Per CMC 9204.3, City staff has confirmed that the Tract Map conforms to the approved tentative map and to the requirements and conditions contained in the report approving the tentative map. Staff concurs with the County's recommendation and request that the City Council approve Tract Map No. 67200 for the subject site located at 426 East 220th Street.

V. FISCAL IMPACT

None. No expenditure of City funds is required.

VI. EXHIBITS

1. Letter from the County of Los Angeles Department of Public Works dated August 6, 2024
2. Final Tract Map 67200
3. Planning Commission Staff Report, Dated February 11, 2020

Prepared by: Dr. Arlington Rodgers Jr., Director of Public Works, Gilbert Marquez, PE, City Engineer & Kenneth Young, PE, Senior Civil Engineer

Attachments

Exhibit No. 1 Letter from LA County Tract Map 67200.pdf
Exhibit No. 2 Tract Map 67200.pdf
Exhibit No. 3 Planning Commission Staff Report.pdf

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 6, 2024

IN REPLY PLEASE
REFER TO FILE: LD-2

Mr. Gilbert Marquez
Principal City Engineer
City of Carson
P.O. Box 6234
Carson, CA 90749

Dear Mr. Marquez:

TRACT 67200

Tract 67200 (enclosed) has been reviewed and approved by Public Works for mathematical accuracy, survey analysis, title information, and for compliance with the Subdivision Map Act. It is ready for your examination and certification as to compliance with the conditions of approval and applicable City ordinances.

The City Council or Advisory Agency should make the findings required by the California Environmental Quality Act and the Subdivision Map Act.

After your approval and the approval of the City Council or Advisory Agency, the final map should be returned to Los Angeles County Public Works, Land Development Division, for filing with the Registrar-Recorder/County Clerk's office.

If you have any questions, please contact Mr. Max Rodriguez of Public Works, Land Development Division, at (626) 458-4915 or mrodrigue@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

CIARA BARNETT, PE
Assistant Deputy Director
Land Development Division

MR:tb
P:\LDPUB\SUBMAP\LETTERS\CITY LETTERS - TRACT 67200 CITY LETTER (CARSON).DOC

Enc.

Exhibit No. 2

1 LOT
3.11 ACRES GROSS

SHEET 1 OF 6 SHEETS

VESTING TRACT NO. 67200

IN THE CITY OF CARSON,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF THOSE PORTIONS OF LOTS 31 AND 32 OF TRACT NO. 2982 AS PER MAP RECORDED IN BOOK 35, PAGE 31, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE CITY OF CARSON AN EASEMENT FOR PUBLIC USE ALL STREETS, HIGHWAYS AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.

WE FURTHER STATE THAT, EXCEPT AS SHOWN ON A COPY OF THIS MAP ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS, WE KNOW OF NO EASEMENT OR STRUCTURE EXISTING WITHIN THE EASEMENTS HEREIN DEDICATED TO THE PUBLIC USE, OTHER THAN PUBLICLY OWNED WATER LINES, SEWERS, OR STORM DRAINS, THAT WE WILL GRANT NO RIGHT OR INTEREST WITHIN THE BOUNDARIES OF SAID EASEMENTS DEDICATED TO THE PUBLIC USE, EXCEPT WHERE SUCH RIGHT OR INTEREST IS EXPRESSLY MADE SUBJECT TO THE SAID EASEMENTS.

WE HEREBY DEDICATE TO THE CITY OF CARSON AN EASEMENT FOR PUBLIC UTILITY, SANITARY SEWERS, INGRESS AND EGRESS FOR SANITARY SEWER MAINTENANCE AND OPERATION, AND EMERGENCY VEHICLE INGRESS AND EGRESS PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THERETO, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

KB HOME GREATER LOS ANGELES INC., A CALIFORNIA CORPORATION, (OWNER)

BY: _____
JOHN PERSONS – VICE PRESIDENT, FORWARD PLANNING

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 2/15/24, BEFORE ME, Toni E. Lopez, NOTARY PUBLIC,

PERSONALLY APPEARED John Persons

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: Toni E. Lopez
NAME: Toni E. Lopez

MY PRINCIPAL PLACE OF BUSINESS IS IN: Los Angeles COUNTY

NOTARY COMMISSION NUMBER: 2403790

MY COMMISSION EXPIRES: 5/9/2026

COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

COUNTY SURVEYOR

BY: _____ DATE: _____

DIEGO G. RIVERA, DEPUTY
L.S. NO. 9742

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION IN JUNE 2019 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB HOME GREATER LOS ANGELES INC., A CALIFORNIA CORPORATION, ON JUNE 1, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT TIE NOTES FOR ALL CENTERLINE MONUMENTS NOTED AS "SET" ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER.

LICENSED LAND SURVEYOR
JEFF W. NOLAN
L.S. 7781
Exp. 12-31-25
STATE OF CALIFORNIA

Jeff W. Nolan
JEFF W. NOLAN
P.L.S. 7781, EXPIRES 12/31/2025

2-22-2024
DATE

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 89°50'57" EAST OF THE CENTERLINE OF 220TH STREET AS SHOWN ON TRACT NO. 18746 AS PER MAP RECORDED IN BOOK 470 PAGES 43 AND 44, OF MAPS, RECORDS OF LOS ANGELES COUNTY.

CONDOMINIUM NOTE:

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 35 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

CITY ENGINEER'S STATEMENT:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF AND ALL REQUIREMENTS OF THE LOCAL ORDINANCE OF THE CITY OF CARSON APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66442 (A), (1), (2), AND (3) HAVE BEEN COMPLIED WITH.

DATE: _____ _____
CITY ENGINEER–CITY OF CARSON
R.C.E. _____
EXPIRATION DATE: _____

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CARSON BY MOTION ADOPTED AT ITS SESSION ON THE _____ DAY OF _____ APPROVED THE ATTACHED MAP AND ACCEPTS ON BEHALF OF THE PUBLIC USE ALL STREETS, HIGHWAYS AND OTHER PUBLIC WAYS SHOWN ON SAID MAP, AND ACCEPTS THE DEDICATION OF PUBLIC UTILITY, SANITARY SEWERS, INGRESS AND EGRESS FOR SANITARY SEWER MAINTENANCE AND OPERATION, AND EMERGENCY VEHICLE INGRESS AND EGRESS PURPOSES.

PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP CONSTITUTES THE ABANDONMENT OF THOSE EASEMENTS FOR SANITARY SEWER PURPOSES RECORDED MAY 31, 1956 AS INSTRUMENT NO. 3615, RECORDED JUNE 11, 1956 AS INSTRUMENT NO. 2223, AND RECORDED OCTOBER 23, 1966, AS INSTRUMENT NO. 3472, AND THOSE EASEMENTS FOR RIGHT OF WAY RECORDED FEBRUARY 4, 1957 AS INSTRUMENT NO. 2763, ALL OF OFFICIAL RECORDS, ALL RECORDS OF LOS ANGELES COUNTY, WITHIN THE BOUNDARY OF THIS MAP ARE HEREBY ABANDONED AND ARE NOT SHOWN ON THIS MAP.

DATE: _____ _____
CITY CLERK, CITY OF CARSON

SPECIAL ASSESSMENTS CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF CARSON, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE: _____ _____
CITY TREASURER, CITY OF CARSON

COUNTY TAX CERTIFICATES:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DATE: _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 67200 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DATE: _____
DEPUTY

VESTING
TRACT NO. 67200

IN THE CITY OF CARSON,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

SIGNATURE OMISSION NOTES:

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, HAVE BEEN OMITTED UNDER PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66436(a)(3)(A)(i–viii). AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

TITLE INSURANCE AND TRUST COMPANY, A CORPORATION, EASEMENT HOLDER FOR WATER PIPES PURPOSES, RECORDED IN BOOK 568, PAGE 64 AND RECORDED IN BOOK 1990, PAGE 151, BOTH OF OFFICIAL RECORDS. (SAID EASEMENT IS BLANKET IN NATURE)

DOMINGUEZ WATER COMPANY, A CORPORATION, EASEMENT HOLDER FOR PIPELINE AND WATER DISTRIBUTION SYSTEM, RECORDED IN BOOK 1515, PAGE 265, OF OFFICIAL RECORDS. (SAID EASEMENT IS BLANKET IN NATURE)

SCALE: 1" = 100'

VESTING
TRACT NO. 67200

IN THE CITY OF CARSON,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

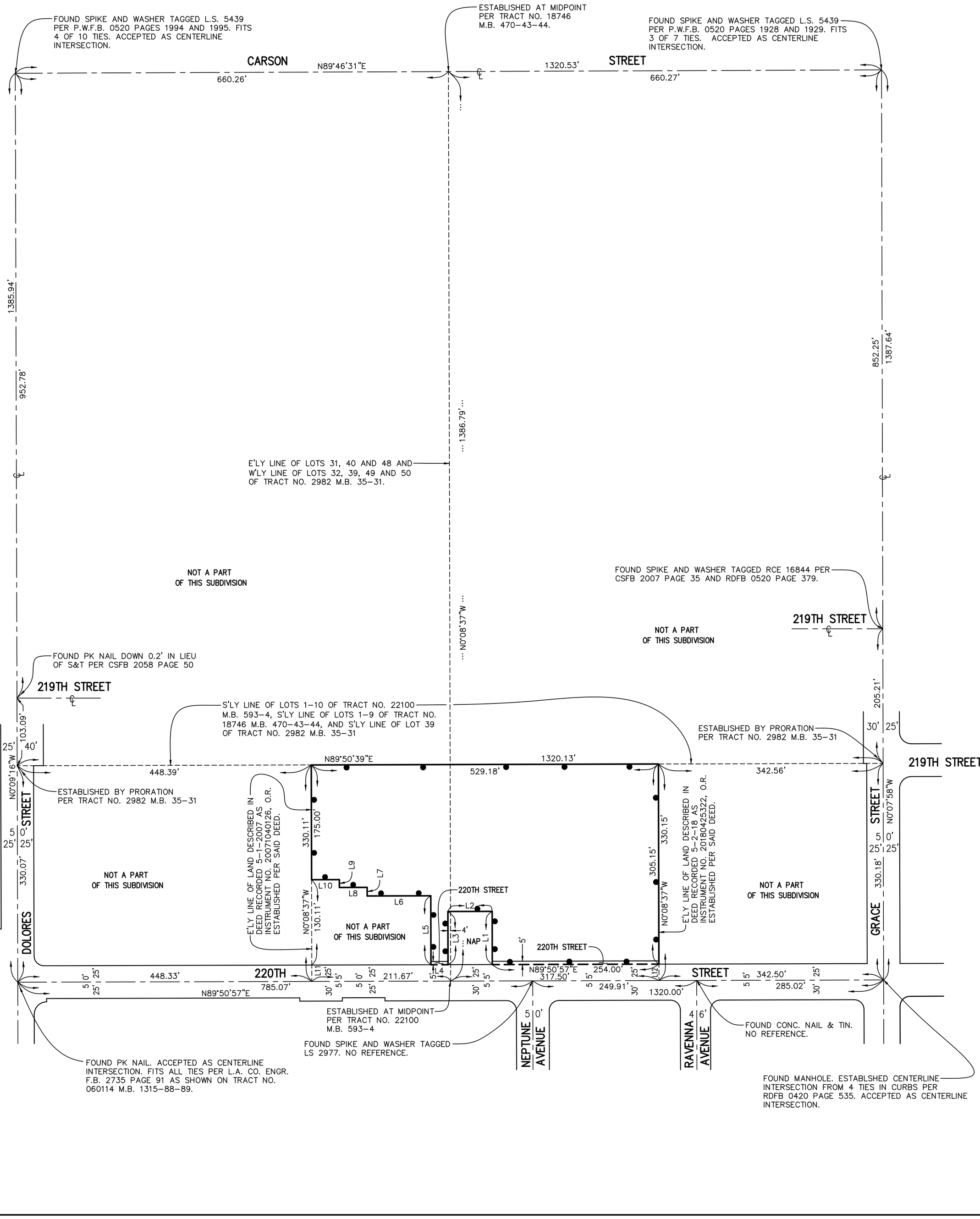
FOR CONDOMINIUM PURPOSES

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

NAP NOT A PART OF THIS SUBDIVISION

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N0°08'37"W	81.13'
L2	N89°50'39"E	67.50'
L3	N0°08'37"W	81.13'
L4	N89°50'57"E	26.00'
L5	N0°08'37"W	105.12'
L6	N89°50'39"E	97.00'
L7	N0°08'37"W	13.09'
L8	N89°50'39"E	42.33'
L9	N0°08'37"W	11.91'
L10	N89°50'39"E	42.35'
L11	N0°08'37"W	25.00'
L12	N0°08'37"W	25.00'



SCALE: 1" = 40'

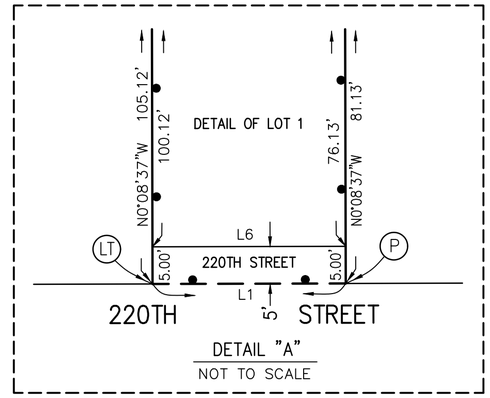
SHEET 4 OF 6 SHEETS

VESTING
TRACT NO. 67200

IN THE CITY OF CARSON,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

BOUNDARY ESTABLISHMENT



DETAIL "A"
NOT TO SCALE

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°50'57"E	26.00'
L2	N0°08'37"W	13.09'
L3	N89°50'39"E	42.33'
L4	N0°08'37"W	11.91'
L5	N89°50'39"E	42.35'
L6	N89°50'57"E	26.00'

NOT A PART
OF THIS SUBDIVISION

S'LY LINE OF LOTS 1–10 OF TRACT NO. 22100
M.B. 593–4, S'LY LINE OF LOTS 1–9 OF TRACT NO.
18746 M.B. 470–43–44, AND S'LY LINE OF LOT 39
OF TRACT NO. 2982 M.B. 35–31

448.39' N89°50'39"E 1320.13' 342.56'

529.18'

E'LY LINE OF LAND DESCRIBED IN DEED RECORDED 5–1–2007 AS INSTRUMENT NO. 20071040126, O.R. ESTABLISHED PER SAID DEED.

330.11' 175.00' 175' 186.91' 224' ...1386.79'...

E'LY LINE LOT 31 AND W'LY LINE LOT 32 TRACT NO. 2982 M.B. 35–31

...N0°08'37"W...

330.15' 300.15' N0°08'37"W

E'LY LINE OF LAND DESCRIBED IN DEED RECORDED 5–2–18 AS INSTRUMENT NO. 20180425322, O.R. ESTABLISHED PER SAID DEED.

N0°08'37"W 130.11'

N89°50'39"E 97.00'

105.12'

N89°50'39"E 67.50'

81.13' 4' 81.13' 76.13'

5.00'

NOT A PART
OF THIS SUBDIVISION

SEE DETAIL "A"
SHOWN HEREON

220TH STREET

N89°50'57"E 254.00'

N89°50'57"E 254.00'

5' 5'

FOUND CONC. NAIL & TIN
IN LIEU OF SPIKE & TIN.
NO REFERENCE.

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

(S) SET SPIKE AND WASHER STAMPED PLS 7781.

(P) SET 2" I.P. WITH CEMENT PLUG, TACK AND TAGGED PLS 7781.

(A) S'LY AND E'LY LINES OF LAND DESCRIBED IN DEED RECORDED 2–4–2022 AS INSTRUMENT NO. 20220142443, O.R. ESTABLISHED PER SAID DEED.

(B) N'LY LINE OF LAND DESCRIBED IN DEED RECORDED 5–19–2004 AS INSTRUMENT NO. 04–1269389, O.R. ESTABLISHED PER SAID DEED.

(C) N'LY AND E'LY LINES OF LAND DESCRIBED IN DEED RECORDED 5–15–2014 AS INSTRUMENT NO. 20140504751, O.R. ESTABLISHED PER SAID DEED.

(D) N'LY, W'LY AND E'LY LINES OF LAND DESCRIBED IN DEED RECORDED 9–07–2001 AS INSTRUMENT NO. 01–1682602, O.R. ESTABLISHED PER SAID DEED.

LEGEND

(P1) SET 2" I.P. WITH CEMENT PLUG, TACK AND TAGGED PLS 7781 ON 1.0' OFFSET ALONG PROPERTY LINE. S0°08'37"E 1.00'.

(P2) SET 2" I.P. WITH CEMENT PLUG, TACK AND TAGGED PLS 7781 ON 1.0' OFFSET PROPERTY LINE PRODUCED. N89°50'39"E 1.00'.

(P3) SET 2" I.P. WITH CEMENT PLUG, TACK AND TAGGED PLS 7781 ON 1.0' OFFSET ALONG PROPERTY LINE. N89°50'39"E 1.00'.

(P4) SET 2" I.P. WITH CEMENT PLUG, TACK AND TAGGED PLS 7781 ON 1.0' OFFSET PROPERTY LINE PRODUCED. N0°08'37"W 1.00'.

(P5) SET 2" I.P. WITH CEMENT PLUG, TACK AND TAGGED PLS 7781 ON 1.0' OFFSET PROPERTY LINE PRODUCED. N89°50'39"E 1.00'.

(LT) SET LEAD, TACK AND TAG PLS 7781 IN CONCRETE PILASTER FOOTING.

(LT1) SET LEAD, TACK AND TAG PLS 7781 ON 1.0' OFFSET IN CONCRETE SIDEWALK. S0°08'37"E 1.00'.

NOT A PART
OF THIS SUBDIVISION

SEE SHEET 3

448.33' 25' 5' 5' 25' 25' 5' 5' 25' 25' 5' 5' 25' 317.50' 25' 5' 5' 25' 342.50' 25' 5' 5'

25.00' 785.07' 211.67' 125.07' 249.91' 25.00' 57.48' 285.02'

220TH STREET

...N89°50'57"E... ...1320.00'...

SEE SHEET 3

ESTABLISHED AT MIDPOINT
PER TRACT NO. 22100
M.B. 593–4

FOUND SPIKE AND WASHER TAGGED
LS 2977. NO REFERENCE.

NEPTUNE AVENUE

RAVENNA AVENUE

SCALE: 1" = 40'

VESTING TRACT NO. 67200

IN THE CITY OF CARSON,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

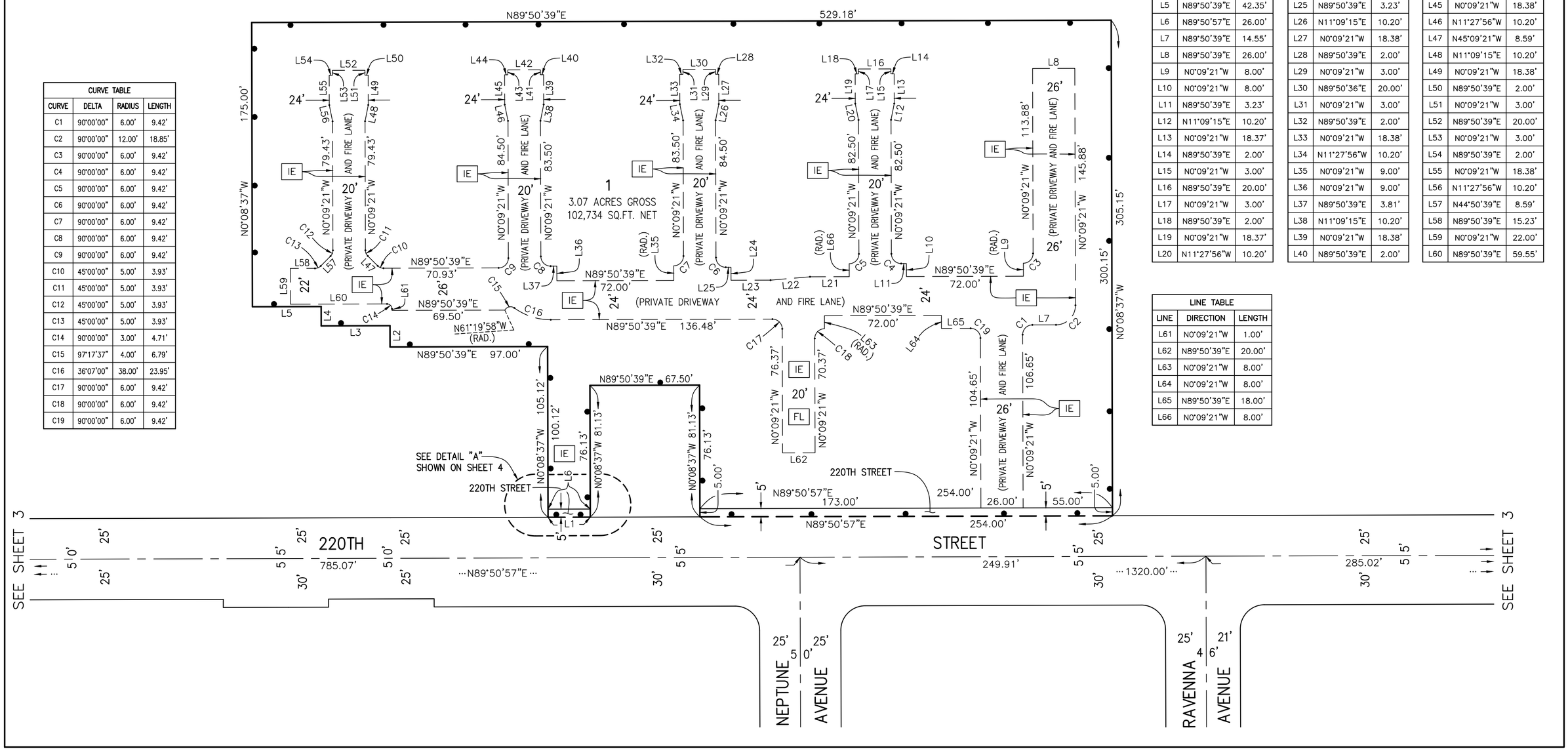
LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

FL PRIVATE DRIVEWAY AND FIRE LANE

IE EASEMENT TO THE CITY OF CARSON FOR PUBLIC UTILITY, SANITARY SEWERS, INGRESS AND EGRESS FOR SANITARY SEWER MAINTENANCE AND OPERATION, AND EMERGENCY VEHICLE INGRESS AND EGRESS PURPOSES

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	6.00'	9.42'
C2	90°00'00"	12.00'	18.85'
C3	90°00'00"	6.00'	9.42'
C4	90°00'00"	6.00'	9.42'
C5	90°00'00"	6.00'	9.42'
C6	90°00'00"	6.00'	9.42'
C7	90°00'00"	6.00'	9.42'
C8	90°00'00"	6.00'	9.42'
C9	90°00'00"	6.00'	9.42'
C10	45°00'00"	5.00'	3.93'
C11	45°00'00"	5.00'	3.93'
C12	45°00'00"	5.00'	3.93'
C13	45°00'00"	5.00'	3.93'
C14	90°00'00"	3.00'	4.71'
C15	97°17'37"	4.00'	6.79'
C16	36°07'00"	38.00'	23.95'
C17	90°00'00"	6.00'	9.42'
C18	90°00'00"	6.00'	9.42'
C19	90°00'00"	6.00'	9.42'



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°50'57"E	26.00'
L2	N0°08'37"W	13.09'
L3	N89°50'39"E	42.33'
L4	N0°08'37"W	11.91'
L5	N89°50'39"E	42.35'
L6	N89°50'57"E	26.00'
L7	N89°50'39"E	14.55'
L8	N89°50'39"E	26.00'
L9	N0°09'21"W	8.00'
L10	N0°09'21"W	8.00'
L11	N89°50'39"E	3.23'
L12	N11°09'15"E	10.20'
L13	N0°09'21"W	18.37'
L14	N89°50'39"E	2.00'
L15	N0°09'21"W	3.00'
L16	N89°50'39"E	20.00'
L17	N0°09'21"W	3.00'
L18	N89°50'39"E	2.00'
L19	N0°09'21"W	18.37'
L20	N11°27'56"W	10.20'

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	N89°50'39"E	24.11'
L22	N85°08'39"E	24.41'
L23	N89°50'39"E	24.33'
L24	N0°09'21"W	8.00'
L25	N89°50'39"E	3.23'
L26	N11°09'15"E	10.20'
L27	N0°09'21"W	18.38'
L28	N89°50'39"E	2.00'
L29	N0°09'21"W	3.00'
L30	N89°50'36"E	20.00'
L31	N0°09'21"W	3.00'
L32	N89°50'39"E	2.00'
L33	N0°09'21"W	18.38'
L34	N11°27'56"W	10.20'
L35	N0°09'21"W	9.00'
L36	N0°09'21"W	9.00'
L37	N89°50'39"E	3.81'
L38	N11°09'15"E	10.20'
L39	N0°09'21"W	18.38'
L40	N89°50'39"E	2.00'

LINE TABLE		
LINE	DIRECTION	LENGTH
L41	N0°09'21"W	3.00'
L42	N89°50'39"E	20.00'
L43	N0°09'21"W	3.00'
L44	N89°50'39"E	2.00'
L45	N0°09'21"W	18.38'
L46	N11°27'56"W	10.20'
L47	N45°09'21"W	8.59'
L48	N11°09'15"E	10.20'
L49	N0°09'21"W	18.38'
L50	N89°50'39"E	2.00'
L51	N0°09'21"W	3.00'
L52	N89°50'39"E	20.00'
L53	N0°09'21"W	3.00'
L54	N89°50'39"E	2.00'
L55	N0°09'21"W	18.38'
L56	N11°27'56"W	10.20'
L57	N44°50'39"E	8.59'
L58	N89°50'39"E	15.23'
L59	N0°09'21"W	22.00'
L60	N89°50'39"E	59.55'

LINE TABLE		
LINE	DIRECTION	LENGTH
L61	N0°09'21"W	1.00'
L62	N89°50'39"E	20.00'
L63	N0°09'21"W	8.00'
L64	N0°09'21"W	8.00'
L65	N89°50'39"E	18.00'
L66	N0°09'21"W	8.00'

SCALE: 1" = 40'

VESTING TRACT NO. 67200

IN THE CITY OF CARSON,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

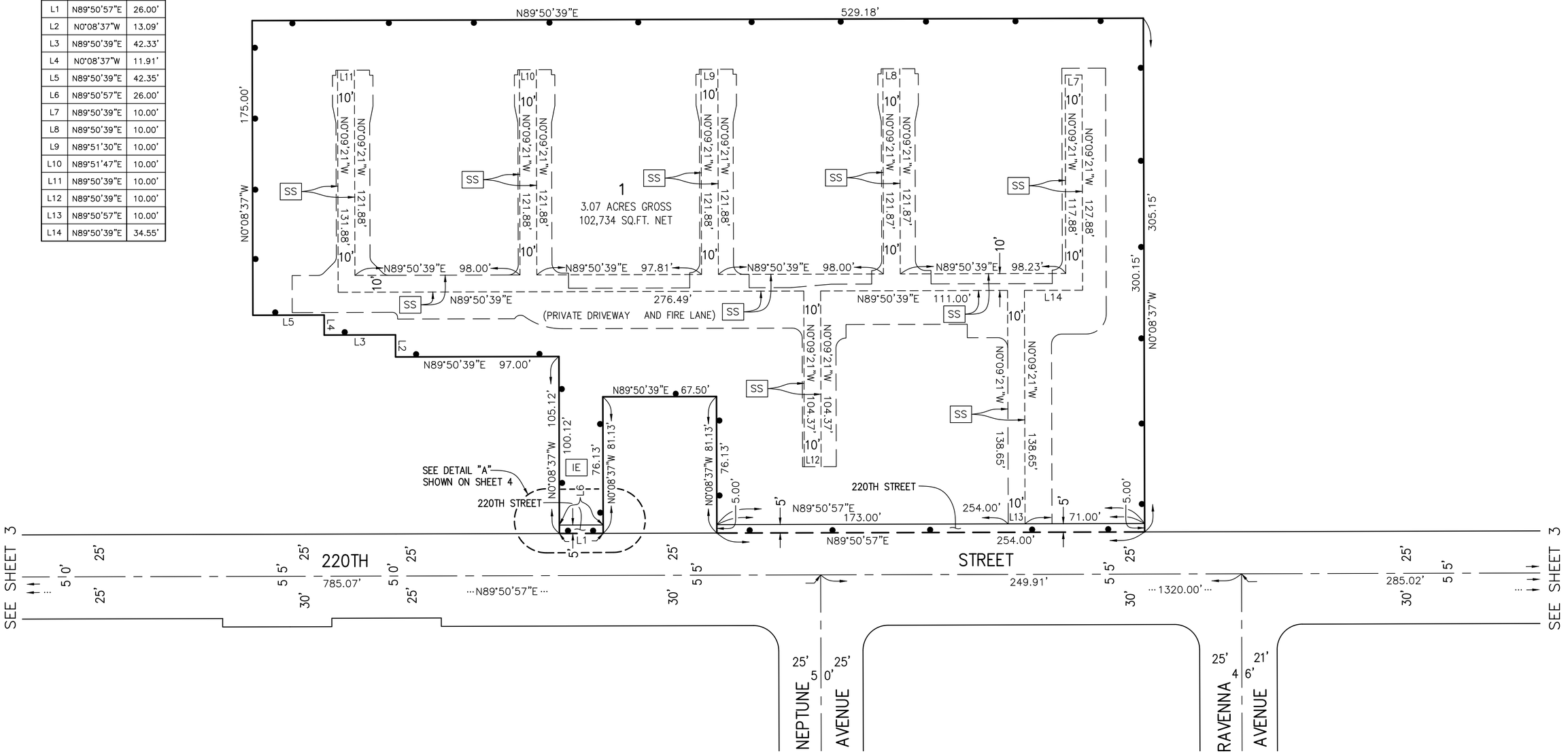
FOR CONDOMINIUM PURPOSES

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

SS EASEMENT TO THE CITY OF CARSON FOR SANITARY SEWER PURPOSES.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°50'57"E	26.00'
L2	N0°08'37"W	13.09'
L3	N89°50'39"E	42.33'
L4	N0°08'37"W	11.91'
L5	N89°50'39"E	42.35'
L6	N89°50'57"E	26.00'
L7	N89°50'39"E	10.00'
L8	N89°50'39"E	10.00'
L9	N89°51'30"E	10.00'
L10	N89°51'47"E	10.00'
L11	N89°50'39"E	10.00'
L12	N89°50'39"E	10.00'
L13	N89°50'57"E	10.00'
L14	N89°50'39"E	34.55'



CITY OF CARSON

PLANNING COMMISSION STAFF REPORT

CONTINUED PUBLIC HEARING: February 11, 2020

SUBJECT:	Site Plan and Design Review (DOR) No. 1773-19 Lot Line Adjustment (LLA/COC) No. 286-19 Conditional Use Permit (CUP) No. 1094-19 Tentative Tract Map (TTM) No. 067200 Zone Change (ZCC) No. 180-19
APPLICANT:	Cambria Court, LLC c/o Richard Welter 23705 Crenshaw Blvd., Suite 200 Torrance, CA 90745
PROPERTY OWNER:	Don Wilson Builders 23705 Crenshaw Blvd., Suite 200 Torrance, CA 90745
REQUEST:	Consider approval of a Site Plan and Design Review No. 1773-19, Lot Line Adjustment No. 286-19, Conditional Use Permit No. 1094-19, Tentative Tract Map No. 067200, and recommend that the City Council adopt Zone Change No. 180-19 and Mitigated Negative Declaration to develop a 35-unit condominium project.
PROPERTY INVOLVED:	427 E. 220th Street

COMMISSION ACTION

AYE	NO		AYE	NO	
		Chairperson Pimentel			**Palmer**
		Vice-Chair Cainglet			**Rahman**
		Fe'esago			**Rashad**
		Madrigal			**Valdez**
		Mitoma			**Alt. Diaz** **Alt. Hellurud** **Alt. Zuniga**

Item No. 7A

On the regularly scheduled Planning Commission meeting of January 28, 2020, the public hearing was opened, public comment was taken, and the item was continued to the Planning Commission's regularly scheduled meeting of February 11, 2020.

I. Introduction

Applicant
Cambria Court, LLC
c/o Richard Welter
23705 Crenshaw Boulevard, Suite 200
Torrance, California 90510

Property Owner
Don Wilson Builders
23705 Crenshaw Boulevard, Suite 200
Torrance, California 90510

II. Project Description

Don Wilson Builders, represented by Richard Welter, requests approval of DOR No. 1773-19, LLA/COC No. 286-19, CUP No. 1094-19, TTM No. 067200; and recommendation of approval to the City Council for ZCC No. 180-19 and certification of Mitigation Negative Declaration to develop a new 35-unit condominium development in the RM-8-D (Residential Multiple Family-8 dwelling units/acre – Design Overlay) and RM-12-D (Residential Multiple Family-12 dwelling units/acre – Design Overlay) zones.

Carson Municipal Code Section 9172.23 (Site Plan and Design Review) requires Planning Commission review of projects within the Design Overlay District having construction valuation of $50,000 or more.

Carson Municipal Code Section 9302 (Zoning and Conditional Use Permits Required) states residential condominiums require a conditional use permit.

Carson Municipal Code Section 9172.21 (Conditional Use Permit) states that the Commission shall approve a CUP if it is able to make affirmative findings based on General Plan consistency, the site can accommodate the proposed use, adequate circulation, adequate water supply, compatible with character of the area and such other criteria as are specified for condominiums in the Zoning Chapter of the Municipal Code.

Carson Municipal Code Section 9172.13 (Zone Change) requires that the Planning Commission shall, by resolution, render its decision in the form of a written recommendation to the Council, and such recommendation shall include the reasons for the recommendation, shall specify the relationship of the proposed ordinance to applicable general and specific plans, and shall be transmitted to the Council.

Carson Municipal Code Section 9203.1 (Tentative Maps) requires the tentative map be processed and approved in accordance with the terms and provisions of the Subdivision Map Act and with the provisions of the Zoning Chapter of the Municipal Code.

The proposed condominium development includes the demolition and removal of 15 existing detached single-family homes. It also includes the acquisition of a portion of adjoining parcels 10 (345 E. 220th Street) and 11 (349 E. 220th Street). Once all parcels are combined, the project site will measure approximately 3.11 acres. The proposed condominium development will consist of 35, two-story, free-standing residential units

with three and four-bedroom floor plans that will measure approximately 1,844 square feet to 2,138 square feet. The development will include enclosed parking for all residential units, guest parking, open space and internal private road.

III. Project Site and Surrounding Land Uses

The subject property is located in the RM-8-D and RM-12-D zones and is designated Medium Density Residential under the Land Use Element of the General Plan. The subject property is located on the northeast corner of Dolores Street and 220th Street.

Land uses surrounding the project site include residential, commercial, public/institutional, and utility (So Cal Edison Electrical Substation) uses.

Figure above shows project site in context to its surrounding zoning.

The following table provides a summary of information regarding the project site:

Site Information	
General Plan Land Use	Medium Density
Zone District	RM-8-D (8 du/acre) and RM-12-D (12 du/acre)
Site Size	Approximately 135,471 SF (or 3.11 acres)
Present Use and Development	Single-Family & Multi-Family Homes
Surrounding Uses/Zoning	North: Single-Family Residential; RS South: Single-Family Residential and a Church; RS East: Single-Family Residential; RM-8-D West: Single-Family Residential; RM-8-D
Access	Ingress/Egress: 220th Street

IV. Analysis

Site History

The project area consists of primarily single-family and multi-family residential properties. The majority are designed in a ranch architectural style and built between the 1920's and the 1960's. The First Christian Church of Carson is located immediately south of the subject property and building records indicate it was permitted in 1945.

Site Plan

The 3.11 acre project site will consist of a 35-unit condominium development resulting in a project density of 11.3 units per acre. The project includes 54,000 square feet of usable open space, including 14,000 square feet of private open space (patios and balconies), and 5,100 square feet of common open space, to include a shaded play area, outdoor dining seating area, fire pit, dog run and an outdoor kitchen with built-in BBQ, sink and counter space.

Access

The development will have pedestrian and vehicular accessibility via one entry point located at East 220th Street. The internal driveway will provide full access to the development.

Parking & Traffic

Carson Municipal Code Section 9162.21(Parking Spaces Required) (A. Residential) (4. Condominiums) requires 2 spaces within a garage for each dwelling unit and 1 guest parking space for every 1 multifamily unit with 3 bedrooms or more. The proposed condominium development requires 70 spaces within a garage (2 spaces X 35 units = 70). The proposed development requires 35 guest parking spaces (1 space X 35 units = 35). The applicant proposes 70 spaces within a two-car garage per unit and 35 guest parking spaces; 22 regular, 11 compact and 2 ADA compliant parking spaces.

Building and Architecture

The project architecture is reflective of a three different styles; "Craftsman", Farmhouse" and "Spanish." The proposed building has a maximum height of 30 feet. The building exterior includes vertical and horizontal elements that break up the overall massing and provide visual interest. The exterior building colors will include a variety of neutral earth tones (beige, brown, white, taupe, and gray), while the exterior building materials will include composite shingle roof material, stucco, sectional garage doors, light fixtures, and fiber cement trims and siding. Additionally, some units will include a stone veneer, and others will use decorative bracket siding (Exhibit 2).

Fence and Security

A 6 foot high split-face block wall, with flat precision cap will be installed at the northern, eastern and western property lines, and a majority of the southern perimeter. The wall will include 6 foot 6 inch high split-face block pilasters, with 18 inch square precast cap. The four units facing 220th Street will be secured by a 3 foot 6 inch high CMU garden wall with stucco with precast caps and pedestrian gates. All units will have access to private yards separated by 5 foot 6 inch high vinyl fencing with access gates.

Private Open Space

Carson Municipal Code Section 9128.15 (Development Standards) states that all projects with five (5) units or more shall have an appurtenant private patio, deck, balcony, atrium, or solarium with a minimum area of one hundred fifty (150) square feet. The applicant has designed each unit with a balcony and/or patio measuring approximately 227 to 701 square feet.

Landscaping Requirements

Carson Municipal Code Section 9128.15 (Development Standards) requires that One (1) specimen-size tree (30' inch box tree) shall be provided for each unit. Specimen trees existing on a site prior to development shall be identified on the proposed site plan and shall not be removed without prior written approval from the Director of Community Development. Existing specimen trees may be used to satisfy the landscaping requirement.

The proposed xeriscape landscape plan will comply with applicable water conservation requirements. Permanent irrigation utilizing best water conversation practices will be installed for both on and off site landscaped areas. It will include several tree species across the project site including Olive, Magnolia, California Sycamore, Desert Willow, Italian Cypress and Australian Willow. Trees will be installed to provide screening along all the 220th Street property lines. Additional trees, shrubs and groundcover will be planted to screen the adjoining single-story residences to the north, east and west.

Recreational Facilities

Carson Municipal Code Section 9128.15 (Development Standards) requires all projects one-half acre or larger to include a children's playground calculated at 140 square feet for every three bedroom or more unit in the project. The proposed development requires a minimum 4,900 square foot playground (140sf X 35 = 4,900sf). The applicant proposes 5,100 square feet of common open space, to include a playground with a

shade structure, fire place with seating, turf game court, a built-in BBQ/sink and counter for small social events and group gatherings, and a dog run area.

Tentative Map

Tentative Tract Map No. 067200 was reviewed by City of Carson and LA County Department of Public Works who have confirmed that the proposed Tentative Tract Map meets the requirements of local ordinances and the State Subdivision Map Act and have provided conditions of approval for the final map.

V. CFD/DIF Discussion

The proposed development is required to mitigate its impacts on city services. City adopted Community Facilities District (CFD No. 2018-01) and may adopt a similar community facilities district in the future to use instead of CFD No. 2018-01 (collectively referred to herein as the "CFD") to fund the ongoing costs of law enforcement, street and sidewalk maintenance, landscape maintenance, street sweeping and sidewalk cleaning, and other eligible impacts of the Project within the CFD (the CFD Services). A uniformed-standardized rate was adopted pursuant to Resolution No. 19-009 ("Resolution") and accompanying Fiscal Impact Analysis ("FIA") report.

The applicant, property owner, and/or successor to whom these project entitlements are assigned ("Developer") shall be responsible to establish a funding mechanism to provide an ongoing source of funds for the ongoing services comparable to the uniformed-standardized rate established in the Resolution and FIA report. Based on the adopted Resolution, the subject property falls under "Residential – All Others" rate at $879.10 per unit per year through June 30, 2020. Based on a 35 unit development, the current estimated annual amount for ongoing services is $30,768.50, subject to annual adjustments.

Interim Development Impact Fee

The applicant shall be responsible for payment of a one-time development impact fee at the rate of $14,000 per residential unit constructed and a credit of $12,500 for every residential unit demolished from the project site.

The proposed development includes development impact fees of $490,000 (35 new units X $14,000 = $490,000). The proposed development includes a credit of $187,000 (15 units removed X $12,500 = $187,000). The applicant will be responsible for development impact fees of $302,000 ($490,000-$187,500 = $302,500). If the Project increases or decreases in size, the IDIF Amount will be adjusted accordingly at the same rate.

VI. Zoning and General Plan Consistency

Rezone – Zone Change No. 178-17

Current

The site is zoned RM-8-D (Residential Multiple Family-8 dwelling units/acre – Design Overlay) and RM-12-D (Residential Multiple Family-12 dwelling units/acre – Design Overlay).

Proposed

In order to facilitate development of the project, applicant has requested a zone change for all parcels zoned RM-8-D to convert those to RM-12-D thereby creating a contiguous RM-12-D zoned site.

VII. Environmental Review

Pursuant to the California Environmental Quality Act (CEQA), a Draft Negative Declaration was prepared and made available for public review from September 25, 2019 through October 14, 2019. A Notice of Intent to Adopt a Draft Negative Declaration was posted with the City Clerk, LA County Clerk, Carson Library, on-site, and sent to responsible agencies. An electronic copy of the document was also posted on the Planning Division website (http://ci.carson.ca.us/CommunityDevelopment/Cambria.aspx). No comments were received recommending that an Environmental Impact Report (EIR) should be prepared.

Potentially significant impacts of Cultural Resources, Geology and Soils, Noise, and Tribal Cultural Resources were identified during the Initial Study. Per the Negative Declaration, with the inclusion of the proposed mitigation measures, adverse impacts are mitigated to the maximum extent feasible and below a level of significance.

VIII. Public Notice

Notice of public hearing was posted at the project site, the local newspaper, Our Weekly, and mailed to property owners and occupants within a 750' radius on January 9, 2020. The agenda was posted at City Hall 72 hours prior to the Planning Commission meeting.

On November, 2019, the applicant went door to door and informed surrounding residents of the proposed project, shared the site plan and renderings and listened to their concerns. The applicant collected 45 postcards in support of the project (Attachment 5).

On January 5, 2020, the applicant again went door to door and presented the site plan, location map, renderings, and elevations to existing tenants of the subject properties.

On January 6, 2020, the applicant hosted a community meeting at the Carson Event Center wherein six residents/tenants attended. Attendees inquired about the timing of the development. No one spoke in opposition.

IX. Recommendation

That the Planning Commission:

- **APPROVE** Site Plan and Design Overlay Review No. 1773-19, Conditional Use Permit No. 1094-19, Lot Line Adjustment No. 286-19, and Tentative Tract Map No. 067200 subject to the conditions of approval attached as Attachment "B" to the Resolution and contingent upon City Council approval of, Zone Change No. 180-19 and Mitigated Negative Declaration; and

- **RECOMMEND APPROVAL** Zone Change No. 180-19 and Mitigated Negative Declaration and adoption of the Mitigated Negative Declaration for the Project to the City Council; and

- **WAIVE** FURTHER READING AND **ADOPT** RESOLUTION NO. 19-__, ENTITLED "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING SITE PLAN AND DESIGN OVERLAY REVIEW NO. 1773-19, LOT LINE ADJUSTMENT NO. 286-19, CONDITIONAL USE PERMIT NO. 1094-19, TENTATIVE TRACT MAP NO. 067200 AND RECOMMENDING THAT THE CITY COUNCIL ADOPT ZONE CHANGE NO. 180-19 AND MITIGATED NEGATIVE DECLARATION TO DEVELOP A 35-UNIT RESIDENTIAL CONDOMINIUM PROJECT AT 427 E. 220TH STREET."

X. Exhibits

1. Draft Resolution No. 20-2686
2. Draft Ordinance No. 20-2003

For the following exhibits, please refer to the January 28, 2020 PC meeting:

1. Draft Resolution
   A. Legal Description
   B. Conditions of Approval
2. Development Plans (under separate cover)
3. Tentative Tract Map (under separate cover)
4. Mitigated Negative Declaration (under separate cover)
5. Letters of Support

Prepared by: Ignacio Rincon, Senior Planner

CITY OF CARSON

PLANNING COMMISSION

RESOLUTION NO. 20-2686

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON: (1) APPROVING SITE PLAN AND DESIGN OVERLAY REVIEW NO. 1773-19, LOT LINE ADJUSTMENT NO. 286-19, CONDITIONAL USE PERMIT NO. 1094-19, AND TENTATIVE TRACT MAP NO. 067200; AND (2) RECOMMENDING THAT THE CITY COUNCIL ADOPT ORDINANCE NO. 20-2003 APPROVING ZONE CHANGE NO. 180-19 AND MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, FOR THE DEVELOPMENT OF A 35-UNIT RESIDENTIAL CONDOMINIUM PROJECT LOCATED AT 427 EAST 220TH STREET

WHEREAS, on February 19, 2019, the Department of Community Development received an application from Rich Welter, on behalf of property owner Cambria Court, LLC, for real property located at 427 East 220th Street and described in Exhibit "A" attached hereto, requesting approval of Design Overlay Review No. 1773-19, Lot Line Adjustment No. 286-19, Conditional Use Permit No. 1094-19, and Tentative Tract Map No. 067200 and recommendation of approval to the City Council for Zone Change No. 180-19 to develop a 35-unit condominium project; and

WHEREAS, the application was deemed complete on July 9, 2019; and

WHEREAS, studies and investigations were made and a staff report with recommendations was submitted, and the Planning Commission, upon giving the required notice, did on the twenty-eighth day of January, 2020, and the eleventh day of February, 2020, conduct a duly noticed public hearing as required by law to consider said application. Notice of the hearing was originally posted and mailed to property owners and properties within a 750-foot radius of the project site by January 9, 2020.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF CARSON, CALIFORNIA, HEREBY FINDS, RESOLVES AND ORDERS AS FOLLOW:

SECTION 1. The Planning Commission finds that the foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The Planning Commission finds as follows:

1. With respect to the **Site Plan and Design Review No. 1773-19** to permit the design for a new 35-unit condominium project:

   a) The proposed project is consistent with the General Plan of the City of Carson. The project site has a General Plan Land Use Designation of Medium Residential and the proposed condominium project is compatible with the surrounding uses.

EXHIBIT NO. - 1

b) The proposed project is compatible in architecture and design with existing and anticipated development in the vicinity, including the aspects of site planning, land coverage, landscaping, appearance and scale of structures, open spaces, and other features relative to a harmonious and attractive development of the area. The proposed project consists of developing 35 free standing residential condominiums with enclosed parking, open space, guest parking and internal private road.

c) The proposed development will have adequate street access for pedestrian and vehicles, and also adequate capacity for parking and traffic. The development will have pedestrian and vehicular accessibility via one entry point located at East 220th Street. The internal driveway will provide full access to the development. Carson Municipal Code Section 9162.21(Parking Spaces Required) (A. Residential) (4. Condominiums) requires 2 spaces within a garage for each dwelling unit and 1 guest parking space for every 1 multifamily unit with 3 bedrooms or more. The proposed condominium development requires 70 spaces within a garage (2 spaces X 35 units = 70). The proposed development requires 35 guest parking spaces (1 space X 35 units = 35). The applicant proposes 70 spaces within a two-car garage per unit and 35 guest parking spaces; 22 regular, 11 compact and 2 ADA compliant parking spaces. The project design will allow for and promote safe and convenient pedestrian and vehicle circulation.

d) All signage associated with this project will comply with applicable Carson Municipal Code provisions, and will exhibit attractiveness, effectiveness and restraint in signing graphics and color.

e) The proposed xeriscape landscape plan will comply with applicable water conservation requirements. Permanent irrigation utilizing best water conversation practices will be installed for both on and off-site landscaped areas. It will include several tree species across the project site including Olive, Magnolia, California Sycamore, Desert Willow, Italian Cypress and Australian Willow. Trees will be installed to provide screening along all the 220th Street property lines. Additional trees, shrubs and groundcover will be planted to screen the adjoining single-story residences to the north, east and west.

2. With respect to **Conditional Use Permit (CUP) No. 1094-19** to permit a 35-unit condominium development:

a) The proposed project is consistent with the General Plan of the City of Carson. The project site has a General Plan Land Use designation of Medium Density Residential and the proposed 35-unit Condominium development is compatible with the surrounding areas.

b) The project site is adequate in size, shape, topography, location, utilities, and other factors to accommodate the proposed use and development of a 35-unit condominium development.

c) The proposed development will have adequate street access for pedestrian and vehicles, and also adequate capacity for parking and traffic. The development will have pedestrian and vehicular accessibility via one entry point located at East 220th Street. The internal driveway will provide full access to the development. Carson Municipal Code Section 9162.21(Parking Spaces Required) (A. Residential) (4. Condominiums) requires 2 spaces within a garage for each dwelling unit and 1 guest parking space for every 1 multifamily unit with 3 bedrooms or more. The proposed condominium development requires 70 spaces within a garage (2 spaces X 35 units = 70). The proposed development requires 35

guest parking spaces (1 space X 35 units = 35). The applicant proposes 70 spaces within a two-car garage per unit and 35 guest parking spaces; 22 regular, 11 compact and 2 ADA compliant parking spaces. The project design will allow for and promote safe and convenient pedestrian and vehicle circulation.

d) The County Fire Department has reviewed the proposed project and concludes that adequate water supply exists to meet current and anticipated fire suppression needs.

e) The proposed 35-unit condominium development, which consists of 35 free standing residential condominiums with enclosed parking, open space, guest parking and internal private road, will be compatible with the intended character of the area.

3. With respect to the **Tentative Tract Map (TTM) No. 067200**:

a) Tentative Tract Map No. 067200 was reviewed on behalf of the City by LA County Department of Public Works, which determined that the proposed Tentative Tract Map meets the requirements of the City's Municipal Code and the State Subdivision Map Act, and recommended conditions for the final map approval which have been incorporated herein.

b) The Tentative Tract Map complies with the City's Zoning Ordinance and General Plan and is consistent with the intent of Article IX, Chapter 2, Section 9203 (Tentative Maps) of the Carson Municipal Code. The proposed subdivision, together with the provisions for its design and improvement, is consistent and compatible with the General Plan and its objectives, policies, general land uses, and programs. The proposed project advances the General Plan goals and policies related to land use, transportation, housing, and economic development.

c) None of the findings requiring denial pursuant to California Government Code Section 66474 can be made.

d) The project site is suitable for the proposed 35-unit residential condominium project, and will accommodate the project and its proposed density of 11.3 units per acre. As set forth in Section 4, all environmental impacts to cultural resources, noise, and tribal cultural resources will be mitigated to existing conditions through the Mitigated Negative Declaration Mitigation Monitoring and Reporting Program. The project design of the subdivision will not conflict with any easements on the project site.

e) In accordance with Carson Municipal Code Section 9203.14 and Government Code 66474.6, as indicated in the Mitigated Negative Declaration incorporated by reference in Section 4 and the conditions of approval attached hereto as Exhibit "B," the Planning Commission finds that the discharge of waste from the proposed subdivision into an existing community sewer system will not result in violation of existing requirements prescribed by Los Angeles Regional Water Quality Control Board per Division 7 of the Water Code.

4. With respect to **Lot Line Adjustment No. 286-19:**

a. The project provides for portions of two contiguous parcels, APNs 7335-006-023 and 7335-006-024, to be acquired by the project developer and combined with the adjacent parcels currently owned by the developer into one large lot.

b. All affected parcels are contiguous and will be held by the same owner prior to the aforementioned action taking effect.

c. The portions of the affected parcels to be acquired do not conform to standards for minimum parcel size.

d. At least one (1) of the affected parcels is undeveloped by any structure for which a building permit was issued.

e. At least one (1) of the conditions enumerated in Section 9207.27(a)(2) exists with respect to at least one (1) of the affected parcels; a. The parcel comprises less than five thousand (5,000) square feet in area at the time of the determination of merger.

f. A greater number of parcels than originally existed will not be created by approval of Lot Line Adjustment No. 286-19.

g. Lot Line Adjustment No. 286-19 complies with all applicable codes of the City.

5. With respect to **Zone Change No. 180-19** to permit the zone change for a higher density allowance**:**

   a. Zone Change No. 180-19, as set forth in the proposed City Council ordinance attached hereto as Exhibit "C," proposes to change the zoning for 3 parcels from RM-8-D (Residential Multiple Family - 8 dwelling units per acre) to RM-12-D (Residential Multiple Family - 12 dwelling units per acre). The proposed zone change will facilitate the development of the project and create a contiguous RM-12-D zoned project site, in that, other than the three parcels subject to the proposed zone change, all remaining parcels that comprise the project site are currently zoned RM-12-D.

   b. The proposed zone change is consistent with the General Plan of the City of Carson. The project site has a General Plan Land Use designation of Medium Density Residential and the proposed 35-unit Condominium development is compatible with the surrounding uses.

SECTION 3. Tentative Maps shall be prepared and processed in accordance with the provisions of the Subdivision Map Act and with the provisions of Article IX, Chapter 2, Section 9203 (Tentative Maps) of the Carson Municipal Code. The City Council shall make the findings required by Section 66427.1, 66473.5, 66474, 66474.1, and 66474.6 of the California Government Code and Section 21100 of the California Public Resources Code prior to approval of the final tract map.

SECTION 4. The Planning Commission finds that the proposed project, as mitigated pursuant to the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Project, which are available for public review at http://ci.carson.ca.us/CommunityDevelopment/Cambria.aspx and are incorporated into this Resolution by reference ("MND"), will not have a significant effect on the environment.

SECTION 5. The Planning Commission of the City of Carson, based on the findings set forth above, does hereby approve Design Overlay Review No. 1773-19, Lot Line Adjustment No. 286-19, Conditional Use Permit No. 1094-19, and Tentative Tract Map 067200, and recommend approval to the City Council of the proposed Ordinance No. 20-2003 attached hereto as Exhibit "C" approving Zone Change (ZC) No. 180-19 and MND, for the development a 35-unit condominium project, subject to the Conditions of Approval attached hereto as Exhibit "B" and incorporated herein by reference.

SECTION 6. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

SECTION 7. This decision of the Planning Commission shall become effective and final 15 days after the date of this action, unless an appeal is filed in accordance with Section 9173.4 of the Zoning Ordinance, and subject to approval of ZC No. 180-19 and MND by the City Council.

APPROVED and **ADOPTED** this 11th day of February, 2020.

_____
CHAIRPERSON

ATTEST:

_____
SECRETARY

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

CLTA Standard Owners

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

Cambria Court, LLC, a California limited liability company, as to Parcels 1 through 9; and

Henry M. Naval, a single man, Jocelyn N. Maramba, a married woman, Lambert M. Naval and Delfin M. Naval, Jr., all married as their sole and separate property as joint tenants, as to Parcels 10 and 11, SUBJECT TO Item Nos. 43, 44 and 45 of Schedule B, Section B

The land referred to herein is situated in the County of Los Angeles, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 1:

The Westerly 100 feet of the Easterly 127 feet of Lot 31, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

Except therefrom the Southerly 255 feet of said land.

Parcel 2:

The Northerly 50 feet of the Southerly 255 feet of the Westerly 100 feet of the Easterly 127 feet of Lot 31, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

Parcel 3:

The South 105 feet of the East 63.5 feet of the West 127 feet of Lot 32, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

Parcel 4:

The East 63.5 feet of the West 254 feet of Lot 32, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

Parcel 5:

The East 63.5 feet of the West 190.5 feet of Lot 32, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

Parcel 6:

The North 50 feet of the West 127 feet of Lot 32, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

Parcel 6A:

The South 50 feet of the North 100 feet of the West 127 feet of Lot 32, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

Parcel 6B:

The South 50 feet of the North 150 feet of the West 127 feet of Lot 32, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

Parcel 6C:

The South 74 feet of the North 224 feet of the West 63.50 feet of Lot 32, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

Parcel 6D:

The South 50 feet of the North 200 feet of the East 63.50 feet of the West 127 feet of Lot 32, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

Parcel 6E:

The Easterly 4 feet of the North 224 feet of Lot 31, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

Parcel 7:

The Northerly 100 feet of the Southerly 205 feet of the Westerly 100 feet f the Easterly 127 feet of Lot 31, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

Parcel 8:

The Easterly 127 feet of Lot 31, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

Except the Westerly 97 feet of the Southerly 105 feet thereof.

Also except therefrom the Westerly 100 feet of the Northerly 150 feet of the Southerly 255 feet thereof.

Also except therefrom the Easterly 4 feet of the Northerly 224 feet thereof.

Also except therefrom the Easterly 4 feet of the South 81 feet thereof.

Parcel 9:

The East 63.5 feet of the West 317.5 feet of Lot 32, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

Parcel 10:

The Easterly 42.33 feet of the Westerly 127 feet of the Easterly 254 feet of Lot 31, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

Parcel 11:

The Easterly 42 1/3 feet of the Westerly 84 2/3 feet f the Easterly 254 feet of Lot 31, of Tract No. 2982, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 35, Page 31 of Maps, in the Office of the County Recorder of said County.

APN: 7335-006-033; 7335-006-026; 7335-006-027; 7335-006-032; 7335-007-014; 733-007-016; 7335-007-030; 7335-007-029; 7335-007-017; 7335-006-23; 7335-006-024

No 032

CITY OF CARSON
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
CONDITIONS OF APPROVAL
EXHIBIT "B"

SITE PLAN AND DESIGN REVIEW NO. 1773-19
LOT LINE ADJUSTMENT NO. 286-19
CONDITIONAL USE PERMIT NO. 1094-19
TENTATIVE TRACT MAP NO. 067200
ZONE CHANGE NO. 180-19

GENERAL CONDITIONS

1. In accordance to Article XI (Interim Development Impact Fee Program) of the Carson Municipal Code and the current Fiscal Year 2019-2020 fees (effective through June 30, 2020) the applicant shall be responsible for payment of a one-time development impact fee at the rate of $14,000 per residential unit constructed and a credit of $12,500 for every residential unit demolished from the project site.

   The proposed development includes development impact fees of $490,000 (35 units X $14,000 = $490,000). The proposed development includes a credit of $187,000 (15 units X $12,500 = $187,000). The applicant will be responsible for development impact fees of $302,000 ($490,000-$187,500 = $302,500). If the Project increases or decreases in size, the development impact fee amount will be adjusted accordingly at the same rate.

   Final development impact fee amounts are calculated and due prior to issuance of a building permit in one lump sum installment. Fees are subject to adjustments every July 1 based on State of California Construction Cost Index (Prior March to Current March Adjustment). No building permits shall be issued prior to the full payment of the amount.

2. Funding Mechanism for Ongoing Services / Community Facilities District. The proposed development is required to mitigate its impacts on city services. City adopted Community Facilities District (CFD No. 2018-01) and may adopt a similar community facilities district in the future to use instead of CFD No. 2018-01 (collectively referred to herein as the "CFD") to fund the ongoing costs of law enforcement, street and sidewalk maintenance, landscape maintenance, street sweeping and sidewalk cleaning, and other eligible impacts of the Project within the CFD (the CFD Services). A uniformed-standardized rate was adopted pursuant to Resolution No. 19-009 ("Resolution") and accompanying Fiscal Impact Analysis ("FIA") report.

   The applicant, property owner, and/or successor to whom these project entitlements are assigned ("Developer") shall be responsible to establish a funding mechanism to provide an ongoing source of funds for the ongoing services comparable to the uniformed-standardized rate established in the Resolution and FIA report. Based on the adopted Resolution, the subject property falls under "Residential – All Others" rate at $879.10 per unit per year through June 30, 2020. Based on a 35 unit development, the current estimated annual amount for ongoing services is $30,768.50, subject to annual adjustments.

   Prior to recordation of final tract map or permit issuance, whichever comes first, Developer shall demonstrate compliance under this section either through: 1) Annexing

into a City CFD or 2) Establishing a funding mechanism to provide an ongoing source of funds for ongoing services, acceptable to the City.

3. Development project approval shall become null and void two years following the effective date of application approval unless a building permit is issued and construction is commenced and diligently pursued toward completion or a time extension has been approved by the Planning Manager. This Permit does not supersede an individual time limit for performance of specific conditions or improvements.

4. The approved Conditions of Approval contained herein, and signed Affidavit of Acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including any revisions and the final working drawings.

5. The applicant shall submit two complete sets of plans that conform to all the Conditions of Approval to be reviewed and approved by the Planning Division prior to the issuance of a building permit.

   a. The applicant shall comply with all city, county, state and federal regulations applicable to this project.

6. The applicant shall make any necessary site plan and design revisions to the site plan and elevations approved by the Planning Commission in order to comply with all the conditions of approval and applicable Zoning Ordinance provisions. Substantial revisions will require review and approval by the Planning Division. Any revisions shall be approved by the Planning Division prior to Building and Safety plan check submittal.

7. All construction documentation shall be coordinated for consistency including but not limited to architectural, structural, mechanical, electrical, plumbing, landscape, and irrigation, grading, utility, street lighting, traffic signing, traffic striping and street improvement plans. All such plans shall be consistent with the approved entitlement plans on file with the Planning Department Division.

8. The applicant and property owner shall sign an Affidavit of Acceptance form and submit the document to the Planning Division within 30 days of receipt of approval by the Planning Manager.

9. Decision of the Planning Division shall become effective and final 15 days after the date of its action unless an appeal is filed in accordance with Section 9173.4 of the Zoning Ordinance.

10. A modification of the conditions of this permit, including additions or deletions, may be considered upon filing of an application by the owner of the subject property or his/her authorized representative in accordance with Section 9173.1 of the Zoning Ordinance.

11. It is further made a condition of this approval that if any condition is violated or if any law, statute ordinance is violated, this permit may be revoked by the Planning Division (or Commission), as may be applicable; provided the applicant has been given written notice to cease such violation and has failed to do so for a period of thirty days.

12. Precedence of Conditions. If any of the Conditions of Approval alter a commitment made by the applicant in another document, the conditions enumerated herein shall take precedence unless superseded by a Development Agreement, which shall govern over any conflicting provisions of any other approval.

13. City Approvals. All approvals by City, unless otherwise specified, shall be by the department head of the department requiring the condition. All agreements, covenants, easements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Developer shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to a deposit agreement.

14. Deposit Account. A trust deposit account shall be established for all deposits and fees required in all applicable conditions of approval of the project. The trust deposit shall be maintained with no deficits. The trust deposit shall be governed by a deposit agreement. The trust deposit account shall be maintained separate from other City funds and shall be non-interest bearing. City may make demands for additional deposits to cover all expenses over a period of 60 days, and funds shall be deposited within 10 days of the request therefore, or work may cease on the Project.

15. Indemnification. The applicant, for itself and its successors in interest ("Indemnitors"), agrees to defend, indemnify and hold harmless the City of Carson, its agents, officers, ~~or~~ and employees ("Indemnitees") from and against any and all claims, liabilities, damages, losses, costs, fees, penalties, actions, or proceedings (collectively, "Claims") against Indemnitees to attack, set aside, void or annul any of the project entitlements or approvals that are the subject of these conditions, and any Claims against Indemnitees which are in any way related to any damage or harm to person or property, real or personal, arising from Indemnitors' operations or any of the project entitlements or approvals that are the subject of these conditions. The City will promptly notify Indemnitors of any such claim, action, or proceeding against the City, and Indemnitors will pay the City's associated legal costs and will advance funds assessed by the City to pay for defense of the matter by the City Attorney. The City will cooperate fully in the defense. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without Indemnitors' consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein. Indemnitors shall provide a deposit in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorney's fees, and shall make additional deposits as requested by the City to keep the deposit at such level. The City may ask for further security in the form of a deed of trust to land of equivalent value. If Indemnitors fail to provide or maintain the deposit, the City may abandon the action and Indemnitors shall pay all costs resulting therefrom and the City shall have no liability to Indemnitors.

16. After project's entitlement approval, the applicant shall pay all applicable departmental fees. Fees shall be paid at the rate established by resolution of the City Council.

PLANNING DIVISION

17. **Comply with the construction and maintenance with respect to construction and modification of private improvements on 220th Street required to serve the proposed development**

18. **Final Map shall be recorded. Model home building permits may be issued prior to recordation of final map subject to City review and plan check for the model homes. A Certificate of Occupancy will not be released for the model homes until the**

Tentative Tract Map is recorded and temporary exterior improvements are removed.

19. **Model homes cannot be sold, rented, or occupied.**

20. **No other building permits will be issued until the Tentative Tract Map is recorded.**

21. **A bond shall be required to obligate applicant to remove temporary model home exterior improvements such as parking lots, fencing, landscaping, signage, and restrooms.**

22. **Applicant shall submit an administrative plot plan for the approval of model home exterior improvements.**

AESTHETICS

23. There shall be no deviation of architectural design or details from the approved set of plans. Any alteration shall be first approved by the Planning Division.

24. Any roof-mounted equipment shall be screened to the satisfaction of the Planning Division.

25. Prior to Issuance of Building Permit, the specification of all colors and materials must be submitted and approved by the Planning Division.

CONDOMINIUMS

26. The condominium project shall conform to all the development standards as outlined in Section 9305 and 9128.15 of the Zoning Ordinance, unless otherwise provided for in this approval. For purposes of clarity, this approval allows for the requirement of one 30" box specimen tree for each condominium unit; required recreational facilities, including requirement for a clubhouse and children's playground; the amount and configuration of private storage space; interior sound attenuation requirements.

27. The Declaration of Covenants, Conditions, and Restrictions (CC&Rs) shall be provided for as outlined in Section 9307 and 9128.17 of the Zoning Ordinance and submitted to the Planning Division for review and approval. The CC&Rs shall contain statements that the project will be in compliance with city, county, and state regulations. The CC&Rs shall ensure proper maintenance of the common areas by a professional management agency. All Conditions of Approval shall be included within the CC&Rs. No changes to the approved CC&Rs shall be made without the City's consent. The CC&Rs shall be recorded concurrently with the map (townhomes).

28. All ground-mounted equipment including air conditioners and transformers shall be screened from public view.

29. All Conditions of Approval shall be contained within the CC&Rs.

30. The CC&Rs shall include language that prohibits the Homeowner's Association (HOA) from ceasing professional property management without obtaining City of Carson City Council approval.

31. **Carson Municipal Code Section 9128.15 (Development Standards) requires all projects one-half acre or larger to include a children's playground calculated at 140 square feet for every three bedroom or more unit in the project. The proposed development requires a minimum 4,900 square foot playground (140sf X 35 = 4,900sf).**

Prior to occupancy of any unit (except models):

32. The applicant shall provide a final City Attorney approved copy of the CC&Rs to the Planning Division.

ENVIRONMENTAL

33. Prior to issuance of grading permit and building permit, a revised mitigation monitoring program matrix/spreadsheet shall be submitted to the City, as applicable, for review and compliance with the mitigation measures for Cambria Court, LLC Mitigated Negative Declaration dated September 2019

34. Prior to Certificate of Occupancy, the project shall demonstrate compliance with all applicable mitigation measures in the Mitigation Monitoring and Reporting Program for Cambria Court Residential project dated September 2019. A final mitigation monitoring matrix/spreadsheet shall be submitted to the City.

LANDSCAPE/IRRIGATION

35. Comply with the provisions of the Los Angeles County Green Building Code Section "Water Efficient Landscaping."

36. Landscaping shall be provided with a permanently installed, automatic irrigation system and operated by an electrically-timed controller station set for early morning or late evening irrigation.

37. Installation of 6" x 6" concrete curbs are required around all landscaped planter areas, except for areas determined by National Pollutant Discharge Elimination System (NPDES) permit or other applicable condition of approval that requires certain landscaped areas to remain clear of concrete curbs for more efficient storm water runoff flow and percolation. Revised landscaping and irrigation plans shall be reviewed and approved by the Planning Division should subsequent modifications be required by other concerned agencies regarding the removal of concrete curbs.

38. Installation, maintenance, and repair of all landscaping shall be the responsibility of the property owner.

39. The proposed irrigation system shall include best water conservation practices.

40. Incorporate additional landscaping to screen and block specific project areas that could be subject to graffiti as determined by the Planning Division.

LIGHTING

41. All exterior lighting shall be provided in compliance with the standards pursuant to Section 9127.1 (Exterior Lighting) of the Zoning Ordinance.

42. Such lights are to be directed on-site in such a manner as to not create a nuisance or hazard to adjacent street and properties, subject to the approval of the Planning Division.

PARKING

43. Parking areas and driveways shall remain clear. No encroachment into parking areas and/or driveways shall be permitted.

TRASH

44. Trash collection shall comply with the requirements of the City's trash collection company.

45. Recycling areas shall be provided in accordance with Sections 9164.4 (Collection and Loading of Recyclable Materials) and 9164.5 (Design Standards for Trash and Recycling Areas) of the Zoning Ordinance. The number and size of recycling facilities are specified on the site plan.

UTILITIES

46. All utilities and aboveground equipment shall be constructed and located pursuant to Section 9126.8 (Utilities) of the Zoning Ordinance, unless otherwise provided for in these conditions.

47. Public utility easements shall be provided in the location as required by all utility companies with easements free and clear of obstructions, and electrical utilities shall be installed underground.

48. The applicant shall remove at his/her own expense any obstructions within the utility easements that would interfere with the use for which the easements are intended.

49. Any aboveground utility cabinet or equipment cabinet shall be screened from the public right-of way by a decorative block wall or landscaping, to the satisfaction of the Planning Division, and in compliance with public utility access requirements.

CITY OF CARSON PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES DIVISION

50. Any existing off-site improvements damaged during the construction shall be removed and reconstructed per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.

51. A construction permit is required for any work to be done in the public right-of-way.

52. Construction bond for all work to be done within the public right of way shall be submitted and approved by Engineering Division prior to issuance of permit by Engineering Division.

53. Proof of Worker's Compensation and Liability Insurance shall be submitted to the city prior to issuance of permit by Engineering Division.

54. Construction bond for all work to be done within the public right of way shall be submitted and approved by Engineering Division prior to approval of the Final Map.

55. A Final Map prepared by, or under the direction of, a pre-1982 Registered Civil Engineer or Licensed Land Surveyor must be processed through the City Engineer prior to being filed with the County Recorder.

56. CC&R's (covenants, conditions, and restrictions) to address drainage responsibilities are required.

57. Private easement will not be granted or recorded within areas proposed to be granted, dedicated, or offered for dedication until after the Final Map is filed with the County Recorder. If easements are granted after the date of tentative map approval, a

subordination must be executed by the easement holder prior to the filing of the Final Map.

58. Prior to final map approval, quitclaim or relocate any easements interfering with building locations to the satisfaction of the City, appropriate agency or entity.

59. Provide suitable turnaround and label the driveways "Private Driveway and Fire Lane" on the Final Map to the satisfaction of the Fire Department.

60. Prior to tentative map approval, a soils report, sewer area study, drainage concept, hydrology study and stormwater quality plan shall be reviewed and approved. Tentative map approval will not be granted until the required soils, sewer, drainage concept, hydrology study and stormwater information have been received and found satisfactory.

    a. Comply with mitigation measures recommended in the approved soils, sewer area study, drainage concept, hydrology study and stormwater quality plan.

61. Prior to tentative map approval, The Developer shall submit a sewer area study to the Los Angeles. County Department of Public Works (LACDPW) to determine if capacity is adequate in the sewerage system to be used as the outlet for the sewer of this development. If the system is found to have insufficient capacity, the problem must be addressed and resolved to the satisfaction of the L.A. County Sewer Department.

62. The Developer shall install separate sewer laterals to individually serve each building in the development. Installation and dedication of main line sewers may be necessary to meet this requirement.

63. Drainage/Grading plan prepared by a registered Civil Engineer, to the satisfaction City of Carson Department of Public Works.

64. The Developer shall comply with applicable LID requirements (*Carson Municipal Code 5809*) and shall include Best Management Practices necessary to control storm water pollution from construction activities and facility operations to the satisfaction of Building and Safety, LA County DPW and the City.

65. A water system maintained by the water purveyor, with appurtenant facilities to serve all buildings in the development must be provided. The system shall include fire hydrants of the type and location as determined by the Fire Department. The water mains shall be sized to accommodate the total domestic and fire flows.

66. The Developer shall send a print of the development map to the County Sanitation District, to request for annexation. The request for annexation must be approved prior to Final Map approval.

67. A final guarantee will be required at the time of the filing of the Final Map with the County Recorder/County Clerk's Office.

Prior to issuance of **Building Permit**, the proposed development is subject to the following:

68. Final Map shall be recorded.

69. Drainage/Grading plan shall be submitted for approval of the Building and Safety Division. The Developer shall submit a **copy of approved** Drainage/Grading plans on bond paper to the City of Carson – Engineering Division.

70. Prior to issuance of a Building Permit the Developer shall execute and provide to the City Engineer, a written statement from the water purveyor indicating that the water system

will be operated by the purveyor and that under normal conditions, the system will meet the requirements for the development and that water service will be provided to each building.

a. Comply with mitigation measures recommended by the water purveyor.

71. Additional Right-of-Way is required beyond the existing right-of-way line. Dedicate 5-ft of additional right-of-way abutting the development along 220th street. New Right-of-Way line shall be 30-ft from existing centerline. Developer shall prepare legal description for required dedication, for review and approval of the City Engineer and Recordation with County Recorder's Office. All documents shall be approved and ready for recordation prior to issuance of Building Permits.

72. The Developer shall submit improvement plans to the Engineering Division showing all the required improvements in the public right of way for review and approval of the City Engineer. A copy of approved conditions of approval shall be attached to the plans when submitted.
   a. Street Improvements along 220th Street abutting project frontage.
   b. Sewer Main Improvements as determined by the aforementioned sewer area study.
   c. Storm Drain Improvements (if any) as determined by the aforementioned requirement.

73. Off-site improvements (eg. driveways, sidewalk, parkway drains, trees, curb/gutter etc) shown on the grading plans must provide a concurrent submittal to City of Carson Engineering Division. Off-site improvements may be shown on a separate set of street improvement plans. Prior to issuance of Grading permit, developer shall obtain clearance from City of Carson Engineering Division.

74. The Developer has the option to make a cash payment/ shall make a cash payment to the City of Carson In-Lieu of constructing the following Improvements:

   a. Streets abutting the development, shall be slurry sealed from curb-to-curb or as approved by the City Engineer. Slurry Seal materials shall be rubberized emulsion aggregate slurry (REAS). Developer may pay a fee in-lieu of application of Slurry Seal. ($0.45 per square foot $1,350.00 minimum fee for first location up to 3,000 square feet)

Prior to issuance of Certificate of Occupancy, the proposed development is subject to the following:

75. The Developer shall comply with all requirements from L.A. County Sewer Maintenance Division for maintenance of new and/or existing sewer main, relating to this development, prior to release of all improvement bonds.

76. The Developer shall construct and guarantee the construction of all required drainage infrastructures in accordance with the requirements and recommendations of the hydrology study, subject to the approval of the City Engineer.

77. Repair any broken or raised/sagged sidewalk, curb and gutter within the public right of way along 220th Street abutting this proposed development per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.

78. Install sidewalk along 220th Street abutting this proposed development per City of Carson PW Standard Drawing No. 116.

79. Remove and replace any broken/damaged driveway approach within the public right of way along 220th Street abutting this proposed development per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.

80. Remove unused driveway approach if any, within the public right of way along 220th Street abutting this proposed development and replace it with full height curb and gutter and sidewalk per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.

81. If required, the Developer shall modify existing driveways within the public right of way along 220th Street abutting this proposed development per City of Carson PW Standard Drawings to comply with the ADA requirements and to the satisfaction of the City Engineer.

82. The developer shall construct new driveway approaches per City of Carson PW Standard Drawings and in compliance with the ADA requirements. The Developer shall protect or relocate any facilities to accommodate the proposed driveway approach. The maximum driveway approach width allowed for the site is 26 feet.

83. Plant parkway grass in the public right of way along 220th street abutting this proposed development to the satisfaction of the City Engineer.

84. Plant approved parkway trees on locations where trees in the public right of way along 220th Street abutting this proposed development are missing per City of Carson PW Standard Drawings Nos. 115, 116, 132, 133 and 134.

85. Install irrigation system for the purpose of maintaining the parkway trees to be planted within the public right of way along 220th Street abutting this proposed development.

86. All new utility lines, servicing the proposed development shall be underground to the satisfaction of the City Engineer.

87. Comply with any additional requirements, if any, as means of mitigating any traffic impacts as identified in the traffic study approved by the City Traffic Engineer.

88. Install striping and pavement legend per City of Carson PW Standard Drawings.

89. Paint Curbs Red along 220th Street within or abutting this proposed development. Plans showing the proposed red curbs shall be submitted to the Traffic Engineer for review and approval.

90. If needed, easements shall be granted to the City, appropriate agency, or entity for the purpose of ingress, egress, construction, and maintenance of all infrastructures constructed and handicap access for this development to the satisfaction of the City Engineer and or appropriate agency or entity.

91. All infrastructures necessary to serve the proposed development (water, sewer, storm drain, and street improvements) shall be in operation prior to the issuance of Certificate of Occupancy.

92. Existing blue curb and handicap signage shall be removed as a part of street improvements.

CITY OF CARSON PUBLIC WORKS DEPARTMENT, WATER QUALITY

Prior to issuance of **Building Permit**, the proposed development is subject to the following:

93. Per City of Carson ordinance 5809 developer shall comply with all applicable Low Impact Development (LID) requirements and shall include Best Management Practices necessary to control storm water pollution from construction activities and facility operations to the satisfaction of the City Engineer.

94. Per City of Carson ordinance 5809 d(2) developer shall comply with all street and road construction of 10,000 sqf or more of impervious surface, shall manage wet weather with Green Infrastructure: Greens Streets

95. Developer shall apply for a Construction Activities Stormwater General Permit from the State Water Resources Control Board.

96. Developer shall provide a copy of an approved SWPPP stamped by Los Angeles County Building and Safety Division along with WDID number.

97. Developer shall provide contact information of the Qualified Storm Water Developer (QSD) and/or Qualified SWPPP (Storm Water Pollution Prevention Plan) Developer (QSP) of the site to Julio Gonzalez via E-mail JGonzalez@Carson.ca.us

98. Developer shall submit digital copies of the LID/NPDES/Grading Plans, hydrology and Hydraulic analysis concurrently to City of Carson, Engineering Services Department and Los Angeles County Building & Safety Division. Deliver copy to Julio Gonzalez via E-mail JGonzalez@Carson.ca.us

99. Developer shall complete, sign and return the Stormwater Planning Program LID Plan Checklist form and return to City of Carson Engineering Services Division.

Prior to issuance of Certificate of Occupancy, the proposed development is subject to the following:

100. For any structural and/or treatment control device installed. Developer shall record a maintenance covenant pursuant to Section 106.4.3 of the County of Los Angeles Building Code and title 12, Chapter 12.80 of the Los Angeles County Code relating to the control of pollutants carried by storm water runoff. In addition, an exhibit shall be attached to identify the location and maintenance information for any structural and/or treatment control device installed.

101. Developer shall complete and submit digital BMP Reporting Template Spreadsheet to Sustainability Administrator, Julio Gonzalez at jgonzale@carson.ca.us

102. Covenant shall be reviewed and approved by the City Engineer prior to recordation with the Los Angeles County Registers Recorder/County Clerk.

103. RECORDATION is the responsibility of the Developer. Provide a copy of the recorded covenant agreement to City Engineer

104. Inspection will be conducted once a year after all Post Construction Best Management Practices (BMP) are constructed.

105. Developer shall provide an approved Notice of Termination (NOT) by the State Water Resources Control Board.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

Drainage

106. Comply with the hydrology study, recommended for approval on 08/29/2019, or any later approved revision.

107. Comply with all of the City's water quality requirements.

Grading

108. Submit a grading plan for approval. Also, acknowledgment and/or approval from all easement holders may be required.

109. Prior to approval of the grading plan, the subject grading plan must also be approved by Public Works, Geotechnical and Materials Engineering Division (GMED) or the City's Geotechnical Engineer.

110. Prior to approval of the grading plan, provide approval of any permits and/or letter of non-jurisdiction from all State and Federal Agencies as applicable. These agencies may include; the State of California Regional Water Quality Control Board, the State of California Department of Fish and Wildlife, the State of California Department of Conservation, the California Geologic Energy Management, and the Army Corps of Engineers.

Geology and Soils

111. Submit a final map for approval by Public Works, GMED, or the City's Geotechnical Engineer.

112. Submit a grading plan for approval by GMED or the City's Geotechnical Engineer. All recommendations of the geotechnical consultant(s) must be incorporated into the plan. If the final map is to be recorded prior to the completion and acceptance of grading, corrective geologic bonds may be required.

113. Prior to grading plan approval, an updated geotechnical report, with inclusion of a complete liquefaction analysis as indicated in the geotechnical report dated September 7, 2018, and addresses current site conditions and the proposed grading, must be submitted for approval.

114. Eliminate geologic hazards associated with this proposed development or the geologic hazards may be designated as restricted use areas (RUA) and their boundaries delineated on the final map. These RUAs must be approved by GMED, and the subdivider must dedicate to the City the right to prohibit the erection of buildings or other structures within the RUAs.

Road

115. **Dedicate an additional 5 feet of road right of way along the property frontage on 220th Street to achieve an ultimate road right-of-way width of 30 feet from the street centerline.**

116. **Remove existing sidewalk and construct sidewalk on base adjacent to property line along the property frontage on 220th street.**

117. **Construct a new driveway approach/apron on 220th Street conforming with current Americans with Disabilities Act (ADA) guidelines.**

118. **Close the unused driveways along the property frontage on 220th Street with standard curb, gutter, and sidewalk.**

119. Repair or replace any improvements damaged during construction.

120. Plant street trees with private irrigation provided along the property frontage on 220th Street.

121. Underground all new utilities

122. Comply with the street lighting conditions as stipulated in the enclosed letter dated May 14, 2019, from Public Works, Traffic Safety and Mobility Division, and/or any City street lighting requirements.

123. Comply with the City's road conditions.

Sewer

124. The subdivider shall install and dedicate sewer main lines and a separate house lateral to serve each building in the land division to the satisfaction of the City.

125. The sewer area study for this proposed land division (PC07-1ASCRSN), approved on September 5, 2019, remains valid for two years from the date of approval. After this period, the applicant shall request the City to revalidate the existing approved sewer area study. Any modifications to the approved tentative map may invalidate this sewer area study. If warranted by Public Works or the City, an approved update of the area study shall be required. A Will Serve letter indicating adequate capacity to serve this proposed subdivision from the Los Angeles County Sanitation Districts was provided.

126. Sewer easements are required. Final locations and easement requirements are subject to Public Works and City's review and approval.

Water

127. A water system maintained by the water purveyor, with appurtenant facilities to serve all buildings in the land division, must be provided. The system shall include fire hydrants of the type and location (both on-site and off-site) as determined by the Fire Department. The water mains shall be sized to accommodate the total domestic and fire flows.

128. The Will Serve letter issued by California Water Service will expire on July 16, 2021, it is the applicant's sole responsibility to renew the aforementioned letter in a timely manner (if necessary) prior to public hearing. Failure to do so may cause delays in project approval.

129. Prior to obtaining the building permit from Public Works, Building and Safety Division, submit landscape and water efficient plans for each multi-family lot in the land division, with landscape area greater than 500 square-feet, in accordance with the Water Efficient Landscape Ordinance.

Subdivision

130. Place a note on the final map, to the satisfaction of the City, indicating that this map is approved as a residential condominium development for 35 units.

131. If applicable, relocate or quitclaim any easements interfering with building locations.

132. Provide addressing information in Microsoft Excel format.

133. If required by the City, provide reciprocal easements through a separate recorded document for drainage, ingress/egress, sewer, water, utilities, and maintenance purposes, over the common driveway.

134. Label driveways and multiple access strips as Private Driveway and Fire lane or Private Driveway and delineate on the final map to the satisfaction of the Fire Department.

135. Remove existing buildings prior to final map approval. Demolition permits and final sign-off from a building inspector are required from Public Works, Building and Safety Division.

136. Easements shall not be granted or recorded within areas proposed to be granted, dedicated, or offered for dedication until after the final map is filed with the Registrar-Recorder/County Clerk's office. If easements are granted after the date of tentative approval, subordination must be executed by the easement holder prior to the filing of the final map.

137. A final guarantee will be required at the time of the filing of the final map with the Registrar-Recorder/County Clerk's office.

138. Within 30 days of the approval date of this land use entitlement or at the time of the first plan check submittal, the applicant shall deposit the sum of $5,000 with Public Works to defray the cost of verifying conditions of approval for the purpose of issuing final map clearances.

Final Map

139. Prior to Final Map Recordation submit a grading plan for approval. The grading plan must show and call out the following items, including but not limited to: construction of all drainage devices and details, paved driveways, elevation and drainage of all pads, SUSMP and LID devices (fill in whichever is applicable), and any required landscaping and irrigation not within a common area or maintenance easement. Acknowledgement and/or approval from all easement holders may be required.

Street Light Requirements

140. **Provide streetlights on concrete: poles with underground wiring along the property frontage on 220th Street to the satisfaction of Department of Public Works or as modified by Department of Public Works. Submit street lighting plans along with existing and/or proposed underground utilities plans to Traffic and Lighting Division, Street Lighting Section, for processing and approval.**

ORDINANCE NO. 20-2003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON APPROVING: (1) ZONE CHANGE NO. 180-19 TO CHANGE THE ZONING DESIGNATIONS FROM RM-8-D (RESIDENTIAL MULTIPLE-FAMILY - 8 DWELLING UNITS/ACRE – WITH A DESIGN OVERLAY) TO RM-12-D (RESIDENTIAL MULTIPLE-FAMILY - 12 DWELLING UNITS/ACRE – WITH A DESIGN OVERLAY); AND (2) MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, FOR THE DEVELOPMENT OF A 35-UNIT RESIDENTIAL CONDOMINIUM PROJECT LOCATED AT 427 EAST 220TH STREET

WHEREAS, an application was duly filed by the applicant, Rich Welter of Don Wilson Builders, on behalf of the property owner, Cambria Court, LLC, with respect to the real property located at 427 E. 220th Street in the City of Carson (Los Angeles County Assessor Parcel No's. 7335-006-033, 7335-006-032, 7335-006-023, 7335-006-024, 7335-006-026, 7335-006-027, 7335-007-014, 7335-007-016, 7335-007-017, 7335-007-029, and 7335-007-030), requesting the following entitlements to construct a 35-unit residential condominium project on a 3.11-acre project site:

- Zone Change No. 180-19 to change the existing zoning from RM-8-D (Residential Multiple Family - 8 dwelling units per acre) to RM-12-D (Residential Multiple Family - 12 dwelling units per acre);
- Design Overlay Review No. 1773-19 to permit the design of the proposed project of a 35-unit residential condominium development;
- Conditional Use Permit No.1094-19 to permit a new multiple-family residential project consisting of a 35-unit residential condominium development;
- Tentative Tract Map No. 067200 to combine eight existing parcels into one parcel to allow for the consturction of the proposed 35-unit residential condominium development;
- Lot Line Adjustment No. 286-19 to incorporate sections of two existing parcels into the proposed 35-unit residential condominium development; and

WHEREAS, the project application was deemed complete on July 9, 2019; and

WHEREAS, the Planning Commission held a duly noticed public hearing on the project on January 28, 2020, and February 11, 2020, during which it considered all evidence presented, both written and oral, and at the conclusion of which it adopted Resolution No. 20-2686, approving Design Overlay Review No. 1773-19, Conditional Use Permit No. 1094-19, Tentative Tract Map No. 067200, and Lot Line Adjustment 286-19, and recommending to the City Council adoption of an ordinance approving Zone Change Case No. 180-19 and a Mitigated Negative Declaration and MMRP for the project, subject to the conditions of approval attached to said resolution as Exhibit "B."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON HEREBY ORDAINS AS FOLLOWS:

EXHIBIT NO. - 2

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

SECTION 2. The City Council finds that the proposed project, as mitigated pursuant to Initial Study/Mitigated Negative Declaration ("IS/MND") and the Mitigation Monitoring and Reporting Program ("MMRP") for the Project, which are available for public review at http://ci.carson.ca.us/CommunityDevelopment/Cambria.aspx and are incorporated into this Ordinance by reference, will not have a significant effect on the environment. The Planning Division publicly circulated the Draft IS/MND for a period of 20 days from September 25, 2019 through October 14, 2019. The City, its staff and officials, have independently reviewed the IS/MND and have independently reviewed and evaluated the efficacy of documents prepared by others and submitted to the City. Therefore, the City finds that:

a) The IS/MND has been prepared in compliance with CEQA.
b) Publication and public circulation of the Draft IS/MND complied with the requirements of CEQA
c) Pursuant to Public Resource Code § 21082.1(c)(3), the IS/MND reflects the independent judgment of the City as lead agency.

SECTION 3. With respect to the Zone Change No. 180-19, the City Council finds that:

a) The zone change consists of changing the existing zoning designation of three parcels within the project site from RM-8-D (Residential, Multifamily – 8 dwelling units per acre – Design Overlay) to RM-12-D (Residential, Multifamily – 12 dwelling units per acre – Design Overlay). The remaining parcels on the project site are currently zoned RM-12-D. As such, the zone change will create a contiguous RM-12-D zoned project site.
b) Changing the zoning on the project site to RM-12-D as proposed will allow for up to 35 units of multifamily residential on the 3.11-acre project site, and will thereby facilititate the development of the project.
c) The proposed zone change is compatible and consistent with the General Plan. The Medium Density Residential General Plan Land Use designation for the project site allows the residential density up to 12 dwelling units per acre.
d) The zone change from RM-8-D to RM-12-D is compatible with the surrounding uses and compatible/consistent with the General Plan land use designation of Medium Density Residential.

SECTION 4. Based on the aforementioned findings, including without limitation those set forth in Section 2, the City Council approves the IS/MND and MMRP. In the event of any inconsistencies between the mitigation measures as set forth in the IS/MND, these findings and/or the MMRP shall control. A notice of determination shall be filed shall be filed with the County Clerk of the County of Los Angeles pursuant to the California Environmental Quality Act.

SECTION 5. Based on the aforementioned findings, including without limitation those set forth in Section 3, the City Council hereby approves Zone Change No. 180-19, subject to the conditions of approval attached as Exhibit "B" to Planning Commission Resolution No. 20-2686,

including approval of a final map by the City Council, which conditions are incorporated herein by reference.

SECTION 6. 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 7. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 8. CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED and **ADOPTED** at a regular meeting of the City Council on this ___ day of _____, 2020.

_____
ALBERT ROBLES, Mayor

ATTEST:

_____
DONESIA GAUSE-ALDANA, City Clerk

APPROVED AS TO FORM:

_____
SUNNY K. SOLTANI, City Attorney

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 1, 2024, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

From: Kirby Jones , Public Works Superintendent PW Engineering

Subject: CONSIDERATION TO ACCEPT THE PROJECT AS COMPLETE, PROJECT NO. 1642: DEL AMO BOULEVARD STREET IMPROVEMENT FROM CENTRAL AVENUE TO WILMINGTON AVENUE (CITY COUNCIL)

I. SUMMARY

On October 3, 2023, City Council awarded a Construction Contract to RJ Noble Company for the construction of Project No.1642: Del Amo Boulevard Pavement Rehabilitation and Concrete Replacement Project from Central Avenue to Wilmington Avenue, for a total contract amount of $2,924,641.10.

This project has been completed in accordance with the approved plans and specifications. It is requested that the City Council accept the work as complete and authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder / County Clerk Office.

II. RECOMMENDATION

TAKE the following actions:

1. ACCEPT as complete Project No. 1642: Del Amo Boulevard Pavement Rehabilitation and Concrete Replacement Project from Central Avenue to Wilmington Avenue.
2. AUTHORIZE staff to file a Notice of Completion.

III. ALTERNATIVES

1. DO NOT ACCEPT the project as complete. However, acceptance of a project as complete and recordation of a Notice of Completion after work completion under Civil Code Section 9204 will shorten the time period during which any contractor will be able to file a lien claim.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

On October 3, 2023, the City Council approved Item No. 32, awarding a Construction Contract to RJ Noble Company Inc. for $2,924,641.10. This contract pertains to the construction of Project No.1642: Del Amo Boulevard Pavement Rehabilitation and Concrete Replacement Project from Central Avenue to Wilmington Avenue (Exhibit No. 1). Additionally, the City Council authorized the allocation of 10% construction contingencies in the amount of $292,464.11 bringing the total budgeted fund amounting to $3,217,105.21.

Del Amo Boulevard is a major east-west four lane arterial truck route zoned for heavy and industrial uses. The project includes concrete construction of roadway, sidewalk, curb and gutter, and driveways to meet the Americans with Disabilities Act (ADA) requirements. It also consists of roadway section reconstruction, resurfacing asphalt pavement including grinding as required to allow for the new layer of 2.0" thick of asphalt to provide a good ride ability roadway surface for this 0.8-mile corridor.

The overall completed construction cost of the project is $2,676,261.80, resulting in total savings of $540,843.41. These savings are due to some of the Plain Cement Concrete (PCC) pavement being in better condition than anticipated, leading to fewer replacement areas than originally expected. Additionally, the amount of asphalt dig-outs required was significantly less than anticipated. There were also various items that were identified as deletable and were not used in the project.

The construction has been completed in a satisfactory manner, and the street is open for public use. Staff is requesting the city council to accept the project as complete and authorize staff to proceed with the filing of Notice of Completion.

V. FISCAL IMPACT

The contract amount for this project was $2,924,641.10, with 10% contingency for a total authority of $3,217,105.21. Expenditures for the project total $2,676,261.80, resulting in project savings of $540,843.41. No fiscal impact is associated with the recommended action items.

VI. EXHIBITS

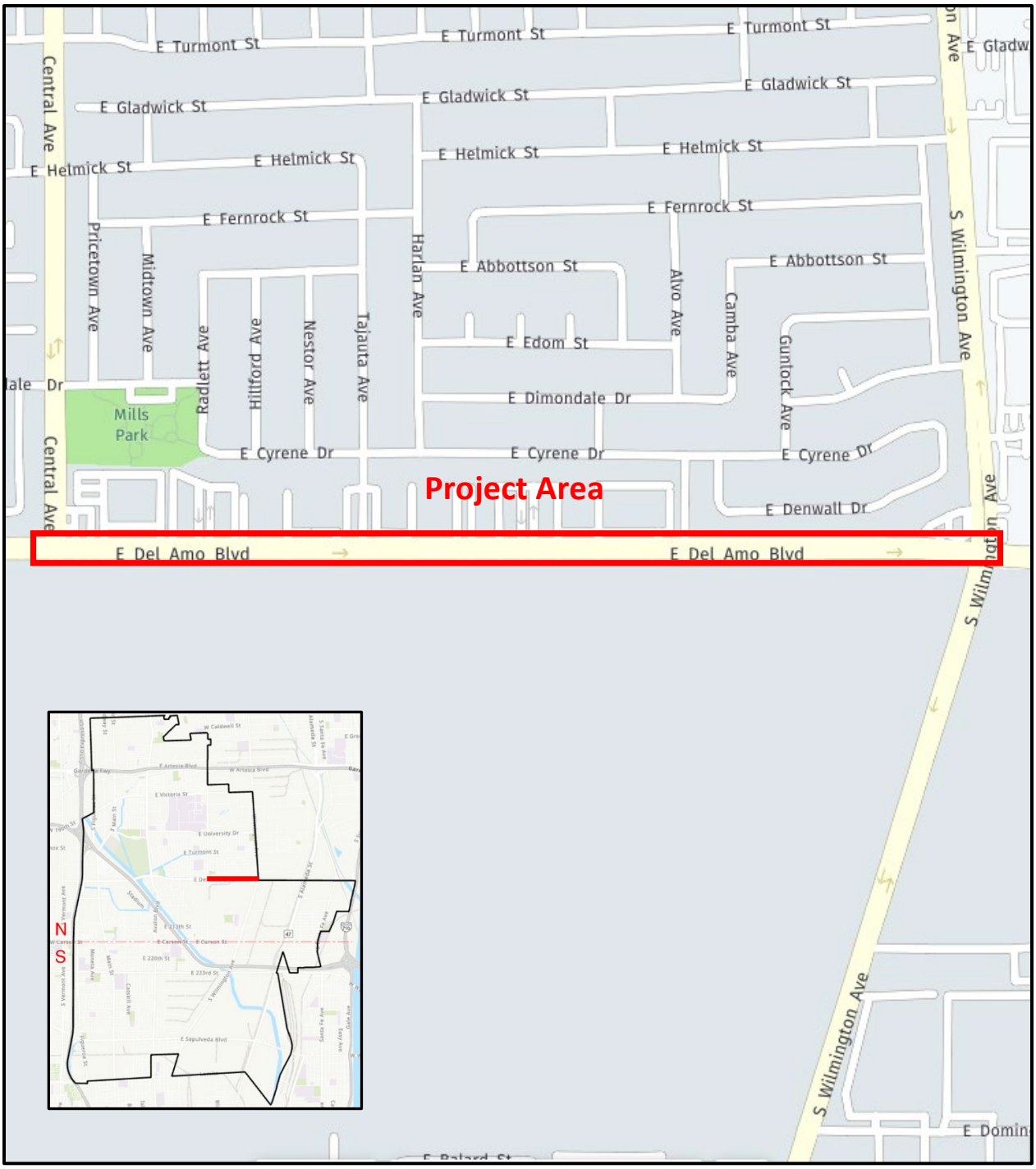
1. Location Map for Project No. 1642

Prepared by: Dr. Arlington Rodgers Jr., Director of Public Works and Gilbert Marquez, P.E., City Engineer and Jesus Sanchez, Senior Civil Engineer

Attachments

Exhibit No. 1 - Location Map.pdf

EXHIBIT NO. 1



Location Map
Project No. 1642
FY 2022/2023 – Del Amo Blvd Street Rehabilitation
Central Avenue to Wilmington Avenue

City of Carson

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 1, 2024, 5:00 PM

CONSENT 28.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDERATION TO ACCEPT THE PROJECT AS COMPLETE, PROJECT NO. 1611: TRAFFIC SIGNAL INSTALLATION AT THE INTERSECTION OF CENTRAL AVENUE AND DIMONDALE DRIVE (CITY COUNCIL)

I. SUMMARY

On April 20, 2021, the City Council awarded a Construction Contract to Crosstown Electrical and Data, Inc. for the construction of Project No. 1611: Traffic Signal Installation at the Intersection of Central Avenue and Dimondale Drive, for a contract sum of $393,986 and 15% contingency of $59,097.90 for a total project budget of $453,083.90.

On March 7, 2023, the City Council approved Change Order No. 1 and provided additional funds to address costs that exceeded the project contingency, ultimately increasing the project budget to $653,083.90. These costs were incurred due to various unforeseen challenges during construction.

This project has been completed in accordance with the approved plans and specifications. It is requested that the City Council accept the work as complete and authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder / County Clerk Office under Civil Code Section 9204.

II. RECOMMENDATION

TAKE the following actions:

1. ACCEPT as complete Project No. 1611: Traffic Signal Installation at the Intersection of Central Avenue and Dimondale Drive.
2. AUTHORIZE staff to file a Notice of Completion.

III. ALTERNATIVES

1. DO NOT ACCEPT the project as complete. However, acceptance of a project as complete and recordation of a Notice of Completion after work completion under Civil Code Section 9204 will shorten the time period during which any contractor will be able to file a lien claim.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

On April 20, 2021, the City Council approved Item No. 18, awarding a Construction Contract to Crosstown Electrical and Data, Inc. for $393,986.00. This contract pertains to the construction of Project No. 1611: Traffic Signal Installation at the Intersection of Central Avenue and Dimondale Drive. Additionally, the City Council authorized the allocation of construction contingencies, amounting to $59,097.90 (15%).

The project installed a new traffic signal at the intersection of Central Avenue and Dimondale Drive as a safety improvement. Central Avenue is a roadway that provides north-south access to the City, classified as a major highway with two travel lanes in each direction, and approximately 84 feet wide. Dimondale Drive is a local street with one travel lane in each direction and approximately 40 feet wide. The intersection of Central Avenue and Dimondale Drive was previously stop-controlled on the east and westbound Dimondale Drive approaches while yield-controlled to pedestrians on the north and southbound Central Avenue approaches.

Subsequently, on March 7, 2023, the City Council approved Change Order No. 1 for $181,995.62 and an additional $18,004.38 for construction contingency, bringing the new project budget to $653,083.90. This change order was necessary to cover the costs incurred due to various unforeseen challenges during construction, as the project contingency was exceeded.

The construction has been completed in a satisfactory manner and the traffic signals are functioning as intended for public use. Staff is requesting the City Council to accept the project as complete and authorize staff to proceed with the filing of a Notice of Completion.

V. FISCAL IMPACT

No fiscal impact on the General Fund or Special revenue budget is associated with the recommended action items. The total contract amount for this project was $653,083.90, including construction contingency, funded by Measure M and Federal Highway Infrastructure Program. The expenditures for this project totaled $640,999.99, resulting in the project being under budget by $12,083.91.

VI. EXHIBITS

1. Location Map for Project No. 1611

Prepared by: Dr. Arlington Rodgers, Jr., Director of Public Works & Gilbert Marquez, P.E., City Engineer & Ian Holst, P.E., Associate Civil Engineer

Attachments

Exhibit No. 1 - Location Map.pdf

EXHIBIT NO. 1

EXHIBIT NO. 1 LOCATION MAP

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 1, 2024, 5:00 PM

DISCUSSION 29.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER AWARD OF CONSTRUCTION CONTRACT TO URBAN HABITAT FOR PROJECT NO. 1368: CARRIAGE CREST PARK EXPANSION AND IMPROVEMENTS AND BID PROTEST LODGED BY ENVIRONMENTAL CONSTRUCTION INC. (CITY COUNCIL)

I. SUMMARY

Project No. 1368 Carriage Crest Park Expansion and Improvements is listed in the City's Capital Improvement Program (CIP) and is programmed for Fiscal Year (FY) 2023/24. The Invitation for Bids (IFB) No. 24-19 was advertised in the Daily Journal, and through the PlanetBids portal from July 25, 2024, to September 4, 2024. Four (4) firms submitted bids which were opened by the Purchasing Division Manager in the City Clerk's office and read aloud on September 4, 2024. The bid submitted by Urban Habitat was determined to be the lowest responsive bid and Urban Habitat was determined to be a responsible bidder, with a total bid amount of $23,468,091.58. However, Environmental Construction Inc., the second lowest bidder, submitted a bid protest under Section 2613 of the Carson Municipal Code and the City Council is being asked to make a determination on the merits of the protest pursuant to Section 2613(h)(6). If Council determines the bid protest is without merit, then staff requests that Council award a contract to Urban Habitat. If Council determines the bid protest is meritorious, then it is recommended that no contract be awarded until further investigation can be conducted by staff.

II. RECOMMENDATION

TAKE the following actions:

1. RULE on merits of the bid protest submitted by second lowest bidder, Environmental Construction Inc.
2. AWARD a Construction Contract to the lowest responsive and responsible bidder, Urban Habitat for Project No. 1368: Carriage Crest Park Expansion and Improvements, in an amount not to exceed $23,468,091.58.
3. AUTHORIZE the Mayor to execute a Construction Contract with Urban Habitat following approval as to form by the City Attorney.
4. WAIVE further reading and ADOPT Resolution No. 24-099, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS."

III. ALTERNATIVES

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

1. DO NOT APPROVE the above recommendations. However, staff will not be able to proceed with the construction of the project.
2. TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

Project No. 1368: Carriage Crest Park Expansion Improvement Project is listed in the City's Capital Improvement Program (CIP). The park is approximately 14.7 acres (640,000 sq. Ft.) located the southerly area of Carson. The current park lot is approximately 5.24 acres which has a 4,900 sq. ft community building with a parking lot, a playground area basketball court, one (1) baseball field and a concession stand. The city recently acquired (through a lease agreement) the 9.43-acre lot immediately to the east, which previously was a nursery.

The park expansion project will consist of renovating the newly leased site with a slight modification to its current grade surface to accommodate the proposed improvements. The existing Community Center building will remain with minor interior upgrades. Plans for the renovation and expansion of the park includes addition of three (3) baseball fields with two (2) soccer fields complete with dugouts and shaded bleachers. Other activity areas will have two (2) basketball courts, a volleyball court and three (3) sets of pickle-ball courts, a fitness area, and a playground area. The park will also accommodate a new dog park accompanied with a new parking lot, while the current parking lot will be expanded. These will be complemented with remote restrooms, a concession stand and a few picnic shelters. The park in its entirety will have new landscaping and irrigation system paired with accent and safety lighting throughout the park. Lastly the park will have a newly upgraded and enlarged digital park marquee to be placed at the corner of the park adjacent to the intersection of Figueroa Street and Sepulveda Boulevard (Exhibit No. 1).

The Invitation for Bids (IFB) No. 24-19 was advertised in the Daily Journal, and through the PlanetBids portal from July 25, 2024 to August 22, 2024. The bid opening was extended to September 4, 2024 to address inquiries from prospective bidders. Four (4) firms submitted bids which were opened by the Purchasing Division Manager in the City Clerk's office and read aloud on September 4, 2024 (Exhibit No. 2). All bidders were required to submit bids through both PlanetBids and in written form. However, the lowest bidder, Urban Habitat, submitted bids with differing amounts; the PlanetBids bid amount was $23,622,495.34 (Exhibit No. 3) resulting from a clerical error whereas the bid amount in written form was $23,468,091.58 (Exhibit No. 4). The City possesses the authority to waive any informality or irregularity in any bid received and is the sole judge of the merits of the bids received as set out in the IFB, General Provisions, page 4 (Exhibit No. 5). Additionally, in the event of a discrepancy between the written amount of a bid price and the numerical price, the General Provisions on page 29 also provide that the written amount will control (Exhibit No. 6). Because the written bid submitted by Urban Habitat contained a written amount whereas the PlanetBids bid did not include a written amount, staff determined that the $23,468,091.58 amount included in the written bid is the amount that should be the contract price in the proposed contract with Urban Habitat. It is important to underscore that either amount submitted by Urban Habitat results in Urban Habitat's bid being the lowest bid.

The bid results are listed below:

No.	Bidder	Place of Business	Bid Amount
1	Urban Habitat	La Quinta, CA	$23,622,495.34
2	Environmental Construction Inc.	Woodland Hills, CA	$25,068,377.17
3	Ohno Construction Company	Jurupa Valley, CA	$26,141,551.10
4	PCN3, Inc.	Los Alamitos, CA	$29,975,228.62

Urban Habitat is a qualified contractor licensed by the State of California. The bid bond, in the amount of 10% of the total bid, as supplied by Urban Habitat Insurance Company, is in order, and was submitted with the bid. The contractor's references have been checked, and it has been verified that the contractor has completed similar projects in an acceptable manner.

The approximate timeline of this project is as follows:

Advertise for Construction Bid	July 25, 2024
Bid Opening	September 4, 2024
Award of Contract	October 1, 2024
Contract Execution	October 3, 2024
PO Issuance	October 10, 2024
Start Construction	October 31, 2024
Complete Construction	August 2025

The project may experience delays depending on weather conditions and other unknown items and staff may have to adjust the schedule accordingly. Staff requests that the City Council award a construction contract to the lowest responsive and responsible bidder, Urban Habitat, in the amount of $23,468,091.58 (Exhibit No. 7).

However, Environmental Construction Inc., the second lowest bidder, submitted a bid protest under Section 2613 of the Carson Municipal Code and the City Council is being asked to make a determination on the merits of the protest pursuant to Section 2613(h)(6). Both the protest letter, City's response to the letter and any other relevant correspondence related thereto will be provided to Council as a supplement to this report before the Council meeting. If Council determines the bid protest is without merit, then staff requests that Council award a contract to Urban Habitat. If Council determines the bid protest is meritorious, then it is recommended that no contract be awarded until further investigation can be conducted by staff.

V. FISCAL IMPACT

The total construction bid amount for this improvement project is $23,468,091.58. The total project budget is allocated in the FY 24/25 budget utilizing OGALS grant fund account 268-80-820-904-8008 in the amount of $12,158,813.50, CIP General Fund account 101-99-999-904-8008 in the amount of $10,436,995.00, and Development Impact Fee (DIF) 289-80-820-904-8008 in the amount of $872,283.08.

Approximately $3,800,000 of the OGALS grant funds were allocated in the FY 24/25 adopted budget. As such, the remaining $8,374,418.18 will be transferred from the OGALS grant revenue reserve account to the FY 24/25 OGALS expense account as proposed in Resolution 24-099 (Exhibit No. 8), to ensure the full contract sum is available for project related expenditures by the awarded contractor.

VI. EXHIBITS

1. Concept Plans
2. Bid Registry & Bid Results
3. PlanetBids Bid
4. Bid Submittal
5. General Provisions
6. General Provisions
7. Construction Contract
8. Resolution 24-099

Prepared By: :Dr. Arlington Rodgers Jr., Public Works Director and Raymond Velasco, PE, Public Works Operations Manager

Attachments

Exhibit 1 - Concept Plan.pdf
Exhibit 2 - Bid Register & Results.pdf
Exhibit 3 - PlanetBids Bid
Exhibit 4 - Bid Submittal.pdf
Exhibit 5 - GENERAL PROVISIONS p.4.pdf
Exhibit 6 - GENERAL PROVISIONS p.29.pdf
Exhibit 7 - PW Contract Urban Habitat.pdf
Exhibit 8 - Reso 24-099 PW1368 Budget Adjustment for OGALS Prop 68 UPDATE.pdf

1. PARK SIGNAGE
2. SPORTS FIELD LIGHTS (TYP.)
3. RESTROOM/STORAGE BLDG.
4. DOG PARK
5. SHADED EXERCISE AREA
6. BALL FIELD (50'/60' BASES)
7. MONETA AVENUE ACCESS
8. ACCESSIBLE PLAY AREA
9. EXISTING COMMUNITY CENTER
10. SHADED SEATING AREAS
11. D.G. WALKING PATH
12. BALL FIELD (60', 75', AND 90' BASES)
13. TRASH ENCLOSURE
14. PARKING LOT (191 TOTAL STALLS)
15. PICKLEBALL COURTS (3)
16. CONCESSION & RESTROOM BLDG.
17. EXISTING ELECTRICAL UTILITY ACCESS
18. EXISTING TREE, TYP.
19. PICNIC SHELTER, TYP.
20. OPEN TURF AREA & TURF VOLLEYBALL
21. SCOREBOARDS
22. SYNTHETIC TURF U12 SOCCER FIELD 150' x 300' W/ U8 SOCCER FIELD 75' x 150'
23. TEMPORARY FENCING WITH SLEEVES
24. 8' PERIMETER BLOCK WALL
25. BASKETBALL COURTS (2 FULL, 1 HALF)
26. 30' HEIGHT BALL CONTAINMENT NETTING

RJM DESIGN GROUP

9/19/2023

0 10' 30' 60'

1 01/23/24 PER T.GRIERSON - 2 SECTIONS RATHER THAN 3 SECTIONS FOR DOG PARK

CONCEPTUAL PLAN

CARRIAGE CREST PARK

CITY OF CARSON, CALIFORNIA

1. PARK SIGNAGE
2. SPORTS FIELD LIGHTS (TYP.)
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9/19/2023

RJM DESIGN GROUP

0 10' 30' 60'

CONCEPTUAL PLAN

CARRIAGE CREST PARK

CITY OF CARSON, CALIFORNIA

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *ADDENDUM 2 TO INVITATION FOR BID (IFB) 24-19 – PROJECT NO. PW 1368 CARRIAGE CREST PARK EXPANSION AND IMPROVEMENTS*

BID OPENING DATE: *09-04-24* **TIME:** *10:30 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	Urban Habitat	Brett Brennan	9-4-24 10:26am	—	$23,622,495.34	
2.	Environmental Construction Inc.	Eric Gamonal	9-4-24 10:27am	—	$25,008,377.17	
3.	Ohno Construction Company	Michio Marcus Ohno	9-4-24 10:22am	—	$26,141,551.10	
4.	PCN3 Inc.	Ezzat Rouman	9-4-24 10:26am	—	$29,975,298.97	
5.						
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8.						
9.						
10.						
11.						

Opened By: Khaleah Bradshaw KKB
Print Legibly Initials

City Clerk: K. Bradshaw
Signature

Staff Present: RAYMOND VELASCO RV
Print Legibly Initials

PlanetBids Opened By: Shelly McGhee SM
Print Legibly Initials

BID RESULTS FROM SEPT. 4, 2024

PRJ NO.	1368 Carriage Crest Park			Urban Habitat		License No. 963744		ECI, Inc.		License No. 498624	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST
1	Mobilization (2% of Base Bid)	1	LS	$277,541.84	$277,541.84	$277,541.84	$0.00	$500,000.00	$500,000.00	$500,000.00	$0.00
2	Temporary Construction Chain-link Fence	2,250	LF	$12.80	$28,800.00	$28,800.00	$0.00	$20.00	$45,000.00	$45,000.00	$0.00
3	A.C./A.B. Pavement at Parking Stalls	32,550	SF	$6.85	$222,967.50	$222,967.50	$0.00	$6.00	$195,300.00	$195,300.00	$0.00
4	A.C./A.B. Pavement at Drive Aisles	44,000	SF	$7.42	$326,480.00	$326,480.00	$0.00	$7.00	$308,000.00	$308,000.00	$0.00
5	P.C.C. Curb	3,060	LF	$27.33	$83,629.80	$83,629.80	$0.00	$30.00	$91,800.00	$91,800.00	$0.00
6	P.C.C. Curb and Gutter	100	LF	$44.61	$4,461.00	$4,461.00	$0.00	$58.00	$5,800.00	$5,800.00	$0.00
7	Curb Face Transition	30	LF	$26.53	$795.90	$795.90	$0.00	$45.00	$1,350.00	$1,350.00	$0.00
8	Curb Ramp	5	EA	$4,193.82	$20,969.10	$20,969.10	$0.00	$2,360.00	$11,800.00	$11,800.00	$0.00
9	Full-Depth A.C. Pavement	130	LF	$32.22	$4,188.60	$4,188.60	$0.00	$40.00	$5,200.00	$5,200.00	$0.00
10	3-Foot Wide V-Gutter	985	LF	$47.27	$46,560.95	$46,560.95	$0.00	$70.00	$68,950.00	$68,950.00	$0.00
11	Commercial Driveway	3	EA	$4,354.00	$13,062.00	$13,062.00	$0.00	$8,550.00	$25,650.00	$25,650.00	$0.00
12	Replacement Curb & Gutter	26	LF	$47.62	$1,238.12	$1,238.12	$0.00	$68.00	$1,768.00	$1,768.00	$0.00
13	Local Depression	1	EA	$1,728.87	$1,728.87	$1,728.87	$0.00	$800.00	$800.00	$800.00	$0.00
14	Mountable Curb	28	LF	$39.98	$1,119.44	$1,119.44	$0.00	$30.00	$840.00	$840.00	$0.00
15	Step-out Curb	900	LF	$43.54	$39,186.00	$39,186.00	$0.00	$60.00	$54,000.00	$54,000.00	$0.00
16	1-Foot Wide V-Ditch	410	LF	$116.77	$47,875.70	$47,875.70	$0.00	$30.00	$12,300.00	$12,300.00	$0.00
17	Parking Lot Striping	1	LS	$24,380.04	$24,380.04	$24,380.04	$0.00	$9,515.00	$9,515.00	$9,515.00	$0.00
18	City Street Curb & Gutter Replacement as requested by City	1	LF	$47.28	$47.28	$47.28	$0.00	$100.00	$100.00	$100.00	$0.00
19	City Street Sidewalk Replacement as requested by City	1	SF	$24.39	$24.39	$24.39	$0.00	$25.00	$25.00	$25.00	$0.00
20	Retaining Wall & Gutter	410	LF	$454.31	$186,267.10	$186,267.10	$0.00	$615.00	$252,150.00	$252,150.00	$0.00
21	Atrium Drain	23	EA	$160.28	$3,686.44	$3,686.44	$0.00	$270.00	$6,210.00	$6,210.00	$0.00
22	Catch Basin and Grate	46	EA	$1,259.37	$57,931.02	$57,931.02	$0.00	$1,515.00	$69,690.00	$69,690.00	$0.00
23	4" PVC Storm Drain	3,325	LF	$29.50	$98,087.50	$98,087.50	$0.00	$60.00	$199,500.00	$199,500.00	$0.00
24	8" PVC Storm Drain	865	LF	$6.70	$5,795.50	$5,795.50	$0.00	$80.00	$69,200.00	$69,200.00	$0.00
25	12" PVC Storm Drain	810	LF	$130.04	$105,332.40	$105,332.40	$0.00	$181.00	$146,610.00	$146,610.00	$0.00
26	18" HDPE Storm Drain	970	LF	$142.52	$138,244.40	$138,244.40	$0.00	$156.00	$151,320.00	$151,320.00	$0.00
27	Storm Drain Clean Out	10	EA	$987.46	$9,874.60	$9,874.60	$0.00	$1,746.00	$17,460.00	$17,460.00	$0.00
28	Connect to Existing Maintenance Shaft	2	EA	$8,228.82	$16,457.64	$16,457.64	$0.00	$9,000.00	$18,000.00	$18,000.00	$0.00
29	MWS Units	2	EA	$246,864.56	$493,729.12	$493,729.12	$0.00	$406,035.00	$812,070.00	$812,070.00	$0.00
30	Rubber Surface Drain	1	EA	$1,974.92	$1,974.92	$1,974.92	$0.00	$1,230.00	$1,230.00	$1,230.00	$0.00
31	Grating Catch Basin	1	EA	$2,633.22	$2,633.22	$2,633.22	$0.00	$15,500.00	$15,500.00	$15,500.00	$0.00
32	Curb Opening Catch Basin	1	EA	$16,457.64	$16,457.64	$16,457.64	$0.00	$10,700.00	$10,700.00	$10,700.00	$0.00
33	4" Perforated Subdrain at Fields	825	LF	$27.13	$22,382.25	$22,382.25	$0.00	$44.00	$36,300.00	$36,300.00	$0.00
34	4" Subdrain at Walls	710	LF	$27.82	$19,752.20	$19,752.20	$0.00	$58.00	$41,180.00	$41,180.00	$0.00
35	Connect to Subdrain	5	EA	$342.32	$1,711.60	$1,711.60	$0.00	$680.00	$3,400.00	$3,400.00	$0.00
36	Storm Drain Manhole	3	EA	$19,749.17	$59,247.51	$59,247.51	$0.00	$10,340.00	$31,020.00	$31,020.00	$0.00
37	Connect to HDPE Pipe	9	EA	$658.31	$5,924.79	$5,924.79	$0.00	$1,200.00	$10,800.00	$10,800.00	$0.00
38	Inlet at V-Ditch	2	EA	$1,119.12	$2,238.24	$2,238.24	$0.00	$392.00	$784.00	$784.00	$0.00
39	Asphalt Concrete Trench Replacement	5	LF	$239.37	$1,196.85	$1,196.85	$0.00	$340.00	$1,700.00	$1,700.00	$0.00
40	Blanket Protection for Pipes	1	EA	$2,470.71	$2,470.71	$2,470.71	$0.00	$800.00	$800.00	$800.00	$0.00
41	Connect to Existing Water Main	1	EA	$7,790.79	$7,790.79	$7,790.79	$0.00	$22,966.00	$22,966.00	$22,966.00	$0.00
42	2" Water Service	1	EA	$5,061.43	$5,061.43	$5,061.43	$0.00	$30,370.00	$30,370.00	$30,370.00	$0.00
43	2" Reduced Pressure Backflow Preventor	1	EA	$6,915.48	$6,915.48	$6,915.48	$0.00	$7,500.00	$7,500.00	$7,500.00	$0.00
44	2.5" PVC Water Line	385	LF	$87.92	$33,849.20	$33,849.20	$0.00	$46.00	$17,710.00	$17,710.00	$0.00
45	2" PVC Water Line	545	LF	$76.59	$41,741.55	$41,741.55	$0.00	$42.00	$22,890.00	$22,890.00	$0.00
46	½" PVC Water Line	390	LF	$72.98	$28,462.20	$28,462.20	$0.00	$40.00	$15,600.00	$15,600.00	$0.00

BID RESULTS FROM SEPT. 4, 2024

PRJ NO.	1368 Carriage Crest Park			Urban Habitat		License No. 963744		ECI, Inc.		License No. 498624	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST
47	Connect to Building	2	EA	$2,494.38	$4,988.76	$4,988.76	$0.00	$500.00	$1,000.00	$1,000.00	$0.00
48	Connect to Existing Sewer Main	2	EA	$5,085.38	$10,170.76	$10,170.76	$0.00	$2,000.00	$4,000.00	$4,000.00	$0.00
49	4" PVC Sewer Line	460	LF	$64.25	$29,555.00	$29,555.00	$0.00	$68.00	$31,280.00	$31,280.00	$0.00
50	Sewer Clean Out	6	EA	$1,025.36	$6,152.16	$6,152.16	$0.00	$1,162.00	$6,972.00	$6,972.00	$0.00
51	Connect to Building	2	EA	$1,579.28	$3,158.56	$3,158.56	$0.00	$500.00	$1,000.00	$1,000.00	$0.00
52	Clear and Grub of Turf and Landscape Areas, Pulverize Turf	117,993	SF	$0.77	$90,854.61	$90,854.61	$0.00	$0.06	$7,079.58	$7,079.58	$0.00
53	Clear and Grub of Expansion Area, Complete	445,415	SF	$0.52	$231,615.80	$231,615.80	$0.00	$0.50	$222,707.50	$222,707.50	$0.00
54	Remove Existing Irrigation Pump House, Lateral, Heads, Valves, Cap Existing Mainline	117,993	SF	$0.15	$17,698.95	$17,698.95	$0.00	$0.28	$33,038.04	$33,038.04	$0.00
55	Remove Existing Trees	45	EA	$1,402.38	$63,107.10	$63,107.10	$0.00	$1,320.00	$59,400.00	$59,400.00	$0.00
56	Remove Existing Shaded Picnic Shelters	2	EA	$7,692.93	$15,385.86	$15,385.86	$0.00	$2,860.00	$5,720.00	$5,720.00	$0.00
57	Remove Existing Sand in Play Area	275	SF	$17.22	$4,735.50	$4,735.50	$0.00	$3.85	$1,058.75	$1,058.75	$0.00
58	Remove Resilient Rubberized Surfacing in Play Area	4,395	SF	$3.41	$14,986.95	$14,986.95	$0.00	$0.72	$3,164.40	$3,164.40	$0.00
59	Remove Existing Play Equipment and Footings	1	LS	$10,252.14	$10,252.14	$10,252.14	$0.00	$4,290.00	$4,290.00	$4,290.00	$0.00
60	Remove Existing North Perimeter Fencing Fabric Only	449	LF	$14.83	$6,658.67	$6,658.67	$0.00	$9.46	$4,247.54	$4,247.54	$0.00
61	Remove Existing North Perimeter Fencing and Barbed Wire	694	LF	$19.13	$13,276.22	$13,276.22	$0.00	$5.70	$3,955.80	$3,955.80	$0.00
62	Remove Existing East Perimeter Fencing	739	LF	$19.08	$14,100.12	$14,100.12	$0.00	$5.70	$4,212.30	$4,212.30	$0.00
63	Remove Existing South Perimeter Fencing and Gate	135	LF	$23.06	$3,113.10	$3,113.10	$0.00	$5.70	$769.50	$769.50	$0.00
64	Remove Existing Baseball Chain-link Fence and Curb	750	LF	$19.06	$14,295.00	$14,295.00	$0.00	$5.70	$4,275.00	$4,275.00	$0.00
65	Remove Steel Railing at Existing Restroom and Concession Building	38	LF	$26.84	$1,019.92	$1,019.92	$0.00	$13.42	$509.96	$509.96	$0.00
66	Demolition and Removal of Existing Concrete Paving	28,765	SF	$3.50	$100,677.50	$100,677.50	$0.00	$0.11	$3,164.15	$3,164.15	$0.00
67	Remove Existing Basketball Hoops	3	EA	$1,515.38	$4,546.14	$4,546.14	$0.00	$357.50	$1,072.50	$1,072.50	$0.00
68	Remove Existing Trash Enclosures and Concrete Pad	1	LS	$7,431.67	$7,431.67	$7,431.67	$0.00	$1,595.00	$1,595.00	$1,595.00	$0.00
69	Demolition and Removal of Existing Restroom and Concessions Building	1,065	SF	$17.21	$18,328.65	$18,328.65	$0.00	$5.40	$5,751.00	$5,751.00	$0.00
70	Demolition and Removal of Existing Concrete Curb	588	LF	$17.11	$10,060.68	$10,060.68	$0.00	$11.00	$6,468.00	$6,468.00	$0.00
71	Demolition and Removal of Existing A.C. Paving	16,204	SF	$4.97	$80,533.88	$80,533.88	$0.00	$0.55	$8,912.20	$8,912.20	$0.00
72	Demolition and Removal of ADA Parking Signage	2	EA	$271.96	$543.92	$543.92	$0.00	$715.00	$1,430.00	$1,430.00	$0.00
73	Removal and Relocation of Bike Rack	4	EA	$255.53	$1,022.12	$1,022.12	$0.00	$539.00	$2,156.00	$2,156.00	$0.00
74	Remove Existing Waste Receptacles	3	EA	$489.78	$1,469.34	$1,469.34	$0.00	$710.00	$2,130.00	$2,130.00	$0.00
75	Remove Existing Drinking Fountains	3	EA	$489.78	$1,469.34	$1,469.34	$0.00	$358.00	$1,074.00	$1,074.00	$0.00
76	Removal of Misc. Site Furnishings (Bleachers, Benches, Etc.)	1	LS	$6,555.87	$6,555.87	$6,555.87	$0.00	$1,073,970.00	$1,073,970.00	$1,073,970.00	$0.00
77	Demolition and Removal of Existing Sports Lighting	9	EA	$3,607.42	$32,466.78	$32,466.78	$0.00	$842.00	$7,578.00	$7,578.00	$0.00
78	Demolition and Removal of Existing Park Security Lighting	5	EA	$1,399.64	$6,998.20	$6,998.20	$0.00	$858.00	$4,290.00	$4,290.00	$0.00

BID RESULTS FROM SEPT. 4, 2024

PRJ NO.	1368 Carriage Crest Park			Urban Habitat		License No. 963744		ECI, Inc.		License No. 498624	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST
79	Demolition and Removal of Existing Park Monument Sign	1	LS	$4,263.72	$4,263.72	$4,263.72	$0.00	$4,290.00	$4,290.00	$4,290.00	$0.00
80	Remove and Salvage Existing Scoreboards	1	LS	$5,179.42	$5,179.42	$5,179.42	$0.00	$4,290.00	$4,290.00	$4,290.00	$0.00
81	Demolition and Removal of Existing DG Pathway	7,500	SF	$3.52	$26,400.00	$26,400.00	$0.00	$0.55	$4,125.00	$4,125.00	$0.00
82	Demolition and Removal of Existing DG Concrete Edging	458	LF	$11.95	$5,473.10	$5,473.10	$0.00	$14.00	$6,412.00	$6,412.00	$0.00
83	Demolition and Removal of Existing Vehicular Gate	2	EA	$2,122.88	$4,245.76	$658.20	$3,587.56	$1,062.00	$2,124.00	$2,124.00	$0.00
84	Demolition and Removal of Existing Handball Wall	24	LF	$329.10	$7,898.40	$50,949.12	($43,050.72)	$66.00	$1,584.00	$1,584.00	$0.00
85	Demolition and Removal of CMU Planter Seat Wall	137	LF	$64.78	$8,874.86	$8,874.86	$0.00	$50.00	$6,850.00	$6,850.00	$0.00
86	Removal and Relocation of Existing Street Light	1	LS	$13,756.95	$13,756.95	$13,756.95	$0.00	$9,250.00	$9,250.00	$9,250.00	$0.00
87	Soil Removal, Stockpiling, & Disposal to Landfill as Non-RCRA Hazardous Soil	2,628	CY	$224.31	$589,486.68	$589,486.68	$0.00	$143.00	$375,804.00	$375,804.00	$0.00
88	Erosion Control	1	LS	$156,167.38	$156,167.38	$156,167.38	$0.00	$1,129,824.00	$1,129,824.00	$1,129,824.00	$0.00
89	Cut	14,800	CY	$22.32	$330,336.00	$330,336.00	$0.00	$3.74	$55,352.00	$55,352.00	$0.00
90	Fill	2,800	CY	$22.32	$62,496.00	$62,496.00	$0.00	$4.40	$12,320.00	$12,320.00	$0.00
91	Export	12,000	CY	$48.56	$582,720.00	$582,720.00	$0.00	$51.70	$620,400.00	$620,400.00	$0.00
92	Fine Grading	640,000	SF	$0.30	$192,000.00	$192,000.00	$0.00	$0.63	$403,200.00	$403,200.00	$0.00
93	8" HDPE Storm Drain (Synthetic Turf)	654	LF	$211.85	$138,549.90	$138,549.90	$0.00	$80.00	$52,320.00	$52,320.00	$0.00
94	12" HDPE Storm Drain (Synthetic Turf)	975	LF	$152.01	$148,209.75	$148,209.75	$0.00	$121.00	$117,975.00	$117,975.00	$0.00
95	1"x12" Flat Drains (Synthetic Turf)	1,500	LF	$16.76	$25,140.00	$25,140.00	$0.00	$15.40	$23,100.00	$23,100.00	$0.00
96	Nyoplast Basins (Synthetic Turf)	6	EA	$8,079.20	$48,475.20	$48,475.20	$0.00	$3,450.00	$20,700.00	$20,700.00	$0.00
97	Subgrade & Subdrain Liner (Synthetic Turf)	1	LS	$77,376.03	$77,376.03	$77,376.03	$0.00	$56,321.00	$56,321.00	$56,321.00	$0.00
98	Subgrade Treatment (Synthetic Turf)	112,643	SF	$1.59	$179,102.37	$179,102.37	$0.00	$1.65	$185,860.95	$185,860.95	$0.00
99	Overexcavation & Compaction	4,500	CY	$13.96	$62,820.00	$62,820.00	$0.00	$12.65	$56,925.00	$56,925.00	$0.00
100	Musco Sports Field Lighting	22	EA	$59,367.19	$1,306,078.18	$1,306,078.18	$0.00	$51,194.00	$1,126,268.00	$1,126,268.00	$0.00
101	Musco Court Lighting	6	EA	$30,521.44	$183,128.64	$183,128.64	$0.00	$25,894.00	$155,364.00	$155,364.00	$0.00
102	Electrical Service and Main Switchboard	1	LS	$246,565.33	$246,565.33	$246,565.33	$0.00	$183,514.00	$183,514.00	$183,514.00	$0.00
103	Park Security Lighting	50	EA	$7,145.61	$357,280.50	$357,280.50	$0.00	$9,065.10	$453,255.00	$453,255.00	$0.00
104	Parking Lot Lighting – Single Head	6	EA	$7,660.28	$45,961.68	$45,961.68	$0.00	$13,358.40	$80,150.40	$80,150.40	$0.00
105	Parking Lot Lighting – Twin Head	4	EA	$8,139.05	$32,556.20	$32,556.20	$0.00	$14,817.00	$59,268.00	$59,268.00	$0.00
106	Branch Circuit Conduit and Wiring, Pull Boxes, Distribution, Etc.	1	LS	$784,580.47	$784,580.47	$784,580.47	$0.00	$678,862.80	$678,862.80	$678,862.80	$0.00
107	Shade Shelter Lighting and Power Outlets	1	LS	$35,907.57	$35,907.57	$35,907.57	$0.00	$25,663.00	$25,663.00	$25,663.00	$0.00
108	Natural Gray Concrete Paving	66,200	SF	$8.65	$572,630.00	$572,630.00	$0.00	$16.00	$1,059,200.00	$1,059,200.00	$0.00
109	Decomposed Granite Paving	11,342	SF	$5.28	$59,885.76	$59,885.76	$0.00	$5.50	$62,381.00	$62,381.00	$0.00
110	6" Wide DG Paving Concrete Header	1,253	LF	$22.75	$28,505.75	$28,505.75	$0.00	$20.00	$25,060.00	$25,060.00	$0.00
111	12" Wide Concrete Mowcurb Under Fencing	2,646	LF	$32.57	$86,180.22	$86,180.22	$0.00	$27.00	$71,442.00	$71,442.00	$0.00
112	Basketball Court Concrete Paving	9,400	SF	$13.33	$125,302.00	$125,302.00	$0.00	$22.00	$206,800.00	$206,800.00	$0.00
113	Basketball Court Plexipave Court Coloring and Striping	9,400	SF	$4.18	$39,292.00	$39,292.00	$0.00	$3.85	$36,190.00	$36,190.00	$0.00
114	Pickleball Court Concrete Paving	6,120	SF	$13.48	$82,497.60	$82,497.60	$0.00	$22.00	$134,640.00	$134,640.00	$0.00
115	Pickleball Court Plexipave Court Coloring and Striping	6,120	SF	$7.56	$46,267.20	$46,267.20	$0.00	$7.00	$42,840.00	$42,840.00	$0.00
116	Baseball Field Infield Mix	74,591	SF	$2.99	$223,027.09	$223,027.09	$0.00	$2.60	$193,936.60	$193,936.60	$0.00
117	Synthetic Turf at Soccer Fields	112,644	SF	$7.44	$838,071.36	$838,071.36	$0.00	$7.00	$788,508.00	$788,508.00	$0.00

BID RESULTS FROM SEPT. 4, 2024

PRJ NO.	1368 Carriage Crest Park			Urban Habitat		License No. 963744		ECI, Inc.		License No. 498624	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST
118	Plastic Nailer (Synthetic Turf)	1,334	LF	$10.22	$13,633.48	$13,633.48	$0.00	$20.00	$26,680.00	$26,680.00	$0.00
119	Synthetic Turf 6" Permeable Base	1	LS	$377,513.07	$377,513.07	$377,513.07	$0.00	$346,943.00	$346,943.00	$346,943.00	$0.00
120	Dog Park Surface Mix	43,562	SF	$5.58	$243,075.96	$243,075.96	$0.00	$6.00	$261,372.00	$261,372.00	$0.00
121	SofSurfaces Resilient Rubberized Surfacing at Play Area	6,580	SF	$47.91	$315,247.80	$315,247.80	$0.00	$46.00	$302,680.00	$302,680.00	$0.00
122	Play Curb Header for Resilient Surfacing	324	LF	$29.51	$9,561.24	$9,561.24	$0.00	$22.00	$7,128.00	$7,128.00	$0.00
123	Concrete Risers	48	LF	$181.27	$8,700.96	$8,700.96	$0.00	$83.00	$3,984.00	$3,984.00	$0.00
124	Concrete Cheek Wall	163	LF	$471.23	$76,810.49	$76,810.49	$0.00	$140.00	$22,820.00	$22,820.00	$0.00
125	Steel Handrail	154	LF	$296.12	$45,602.48	$45,602.48	$0.00	$165.00	$25,410.00	$25,410.00	$0.00
126	6" Wide Concrete Mowcurb	280	LF	$26.86	$7,520.80	$7,520.80	$0.00	$20.00	$5,600.00	$5,600.00	$0.00
127	42" Ht. Chain-link Fencing	865	LF	$79.24	$68,542.60	$68,542.60	$0.00	$132.00	$114,180.00	$114,180.00	$0.00
128	5' Ht. Chain-link Fencing	857	LF	$84.60	$72,502.20	$72,502.20	$0.00	$99.00	$84,843.00	$84,843.00	$0.00
129	8' Ht. Chain-link Outfield Fencing	775	LF	$170.44	$132,091.00	$132,091.00	$0.00	$269.00	$208,475.00	$208,475.00	$0.00
130	8' Ht. Perimeter Chain-link Fencing	645	LF	$160.51	$103,528.95	$103,528.95	$0.00	$187.00	$120,615.00	$120,615.00	$0.00
131	10' Ht. Chain-link Fencing	1,296	LF	$166.37	$215,615.52	$215,615.52	$0.00	$220.00	$285,120.00	$285,120.00	$0.00
132	5' Ht. Lodgepole Fencing	258	LF	$248.96	$64,231.68	$64,231.68	$0.00	$275.00	$70,950.00	$70,950.00	$0.00
133	24' Ht. Netting Atop Chain-link Fencing	23,664	SF	$45.67	$1,080,734.88	$1,080,734.88	$0.00	$39.00	$922,896.00	$922,896.00	$0.00
134	Baseball Backstop Fencing and Netting	1	LS	$1,091,793.69	$1,091,793.69	$1,091,793.69	$0.00	$495,000.00	$495,000.00	$495,000.00	$0.00
135	Baseball Dugout Fencing	1	LS	$162,613.43	$162,613.43	$162,613.43	$0.00	$205,260.00	$205,260.00	$205,260.00	$0.00
136	Baseball Bullpen Fencing	1	LS	$283,358.63	$283,358.63	$283,358.63	$0.00	$253,000.00	$253,000.00	$253,000.00	$0.00
137	Baseball Soft-toss Batting Cage	1	LS	$118,399.23	$118,399.23	$118,399.23	$0.00	$121,000.00	$121,000.00	$121,000.00	$0.00
138	5'x8' Ht. Pedestrian Gate Within 10' Ht. Fencing	14	EA	$2,196.35	$30,748.90	$30,748.90	$0.00	$3,520.00	$49,280.00	$49,280.00	$0.00
139	16'x42" Ht. Maintenance Gate	1	EA	$3,925.90	$3,925.90	$3,925.90	$0.00	$5,632.00	$5,632.00	$5,632.00	$0.00
140	12'x10' Ht. Maintenance Gate	3	EA	$5,402.89	$16,208.67	$16,208.67	$0.00	$10,560.00	$31,680.00	$31,680.00	$0.00
141	5'x5' Ht. Decorative Park Pedestrian Gate	4	EA	$11,041.58	$44,166.32	$44,166.32	$0.00	$6,050.00	$24,200.00	$24,200.00	$0.00
142	5'x42" Ht. Pedestrian Gate	3	EA	$2,669.13	$8,007.39	$8,007.39	$0.00	$2,200.00	$6,600.00	$6,600.00	$0.00
143	12'x5' Ht. Maintenance Gate	3	EA	$3,237.67	$9,713.01	$9,713.01	$0.00	$5,280.00	$15,840.00	$15,840.00	$0.00
144	12'x8' Ht. Maintenance Gate	1	EA	$4,708.68	$4,708.68	$4,708.68	$0.00	$8,448.00	$8,448.00	$8,448.00	$0.00
145	5'x8' Ht. Maintenance Gate	8	EA	$2,130.52	$17,044.16	$17,044.16	$0.00	$3,520.00	$28,160.00	$28,160.00	$0.00
146	North Perimeter Fencing Chain-link Fabric	1,142	LF	$40.70	$46,479.40	$46,479.40	$0.00	$60.00	$68,520.00	$68,520.00	$0.00
147	Windscreen for North Perimeter Fencing	1,182	LF	$19.65	$23,226.30	$23,226.30	$0.00	$55.00	$65,010.00	$65,010.00	$0.00
148	Miracle Recreation Playground Equipment	1	LS	$193,104.44	$193,104.44	$193,104.44	$0.00	$192,500.00	$192,500.00	$192,500.00	$0.00
149	Miracle Recreation Playground Equipment Installation	1	LS	$124,776.42	$124,776.42	$124,776.42	$0.00	$114,672.00	$114,672.00	$114,672.00	$0.00
150	Miracle Recreation Shade Sails	1	LS	$122,986.87	$122,986.87	$122,986.87	$0.00	$128,750.00	$128,750.00	$128,750.00	$0.00
151	Miracle Recreation Shade Sails Installation	1	LS	$98,147.37	$98,147.37	$98,147.37	$0.00	$61,199.00	$61,199.00	$61,199.00	$0.00
152	Greenfields Exercise Equipment	1	LS	$121,067.66	$121,067.66	$121,067.66	$0.00	$161,250.00	$161,250.00	$161,250.00	$0.00
153	Greenfields Exercise Equipment Installation	1	LS	$21,708.14	$21,708.14	$21,708.14	$0.00	$45,786.00	$45,786.00	$45,786.00	$0.00
154	ADA Parking Signage	9	EA	$688.23	$6,194.07	$6,194.07	$0.00	$440.00	$3,960.00	$3,960.00	$0.00
155	Drinking Fountains with Dog Bowl	4	EA	$12,845.05	$51,380.20	$205,520.80	($154,140.60)	$11,000.00	$44,000.00	$44,000.00	$0.00
156	Dog Park Entry Pilaster	1	LS	$24,126.32	$24,126.32	$24,126.32	$0.00	$48,010.00	$48,010.00	$48,010.00	$0.00
157	Dog Park Shade Umbrellas	3	EA	$30,649.36	$91,948.08	$91,948.08	$0.00	$19,500.00	$58,500.00	$58,500.00	$0.00
158	Picnic Tables	9	EA	$2,832.69	$25,494.21	$25,494.21	$0.00	$2,400.00	$21,600.00	$21,600.00	$0.00
159	Accessible Picnic Tables	4	EA	$2,852.40	$11,409.60	$11,409.60	$0.00	$2,400.00	$9,600.00	$9,600.00	$0.00
160	26"x84" Contour Benches with Skateboard Resistant Bumps	49	EA	$2,701.25	$132,361.25	$132,361.25	$0.00	$2,200.00	$107,800.00	$107,800.00	$0.00
161	Square Waste Receptacles	46	EA	$2,366.09	$108,840.14	$108,840.14	$0.00	$1,700.00	$78,200.00	$78,200.00	$0.00
162	Ball Field Equipment (Bases, Plates, Batrack)	1	LS	$44,281.04	$44,281.04	$44,281.04	$0.00	$42,024.00	$42,024.00	$42,024.00	$0.00

BID RESULTS FROM SEPT. 4, 2024

PRJ NO.	1368 Carriage Crest Park			Urban Habitat		License No. 963744		ECI, Inc.		License No. 498624	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST
163	Scoreboards	5	EA	$71,194.08	$355,970.40	$355,970.40	$0.00	$34,710.00	$173,550.00	$173,550.00	$0.00
164	Soccer Field Goal Pairs	2	EA	$11,022.98	$22,045.96	$22,045.96	$0.00	$5,300.00	$10,600.00	$10,600.00	$0.00
165	Basketball Posts and Nets	4	EA	$9,188.08	$36,752.32	$36,752.32	$0.00	$7,500.00	$30,000.00	$30,000.00	$0.00
166	Pickleball Posts and Nets	3	EA	$10,081.59	$30,244.77	$30,244.77	$0.00	$3,600.00	$10,800.00	$10,800.00	$0.00
167	Volleyball Posts and Nets	2	EA	$6,517.74	$13,035.48	$13,035.48	$0.00	$4,700.00	$9,400.00	$9,400.00	$0.00
168	24" Square Pedestal Service Table	3	EA	$2,241.21	$6,723.63	$6,723.63	$0.00	$1,200.00	$3,600.00	$3,600.00	$0.00
169	Barbeques	2	EA	$5,668.56	$11,337.12	$11,337.12	$0.00	$3,500.00	$7,000.00	$7,000.00	$0.00
170	Bleachers	6	EA	$18,113.61	$108,681.66	$108,681.66	$0.00	$20,000.00	$120,000.00	$120,000.00	$0.00
171	Dugout Benches	6	EA	$2,482.12	$14,892.72	$14,892.72	$0.00	$1,500.00	$9,000.00	$9,000.00	$0.00
172	Dog Park Play Equipment	1	LS	$35,171.68	$35,171.68	$35,171.68	$0.00	$40,000.00	$40,000.00	$40,000.00	$0.00
173	DogiPot Dog Park Bag Dispenser & Post	5	EA	$1,907.69	$9,538.45	$9,538.45	$0.00	$500.00	$2,500.00	$2,500.00	$0.00
174	Vehicular Pipe Gates	3	EA	$7,744.07	$23,232.21	$23,232.21	$0.00	$16,500.00	$49,500.00	$49,500.00	$0.00
175	Restroom/Concession Building (Baseball Field Complex)	1,042	SF	$1,077.00	$1,122,234.00	$1,122,234.00	$0.00	$1,076.00	$1,121,192.00	$1,121,192.00	$0.00
176	Restroom Building (Southeast Lot)	336	SF	$1,329.29	$446,641.44	$446,641.44	$0.00	$1,319.00	$443,184.00	$443,184.00	$0.00
177	Storage Building (Southeast Lot)	336	SF	$725.10	$243,633.60	$243,633.60	$0.00	$714.00	$239,904.00	$239,904.00	$0.00
178	Storage Shed (Southeast Lot)	90	SF	$1,586.66	$142,799.40	$142,799.40	$0.00	$1,512.00	$136,080.00	$136,080.00	$0.00
179	30'x30' 'Orlando' Model Entry Breezeway Shelter (Sotheast Lot)	1	EA	$121,364.08	$121,364.08	$121,364.08	$0.00	$103,675.00	$103,675.00	$103,675.00	$0.00
180	30' 'Charleston' Model Hexagon Shade Structures	2	EA	$120,101.10	$240,202.20	$240,202.20	$0.00	$118,222.00	$236,444.00	$236,444.00	$0.00
181	Bleacher Shade Structures & Installation	6	EA	$29,226.27	$175,357.62	$175,357.62	$0.00	$35,704.00	$214,224.00	$214,224.00	$0.00
182	Exercise Equipment Fabric Shelter & Installation	1	EA	$119,337.52	$119,337.52	$119,337.52	$0.00	$155,160.00	$155,160.00	$155,160.00	$0.00
183	Trash Enclosures	2	EA	$69,261.47	$138,522.94	$138,522.94	$0.00	$66,314.00	$132,628.00	$132,628.00	$0.00
184	Park Monument Reader Board Sign	1	EA	$583,887.13	$583,887.13	$583,887.13	$0.00	$345,021.00	$345,021.00	$345,021.00	$0.00
185	Existing Recreation Center Improvements	1	LS	$112,791.42	$112,791.42	$112,791.42	$0.00	$97,563.00	$97,563.00	$97,563.00	$0.00
186	Turf Irrigation (Rotary)	163,987	SF	$2.71	$444,404.77	$444,404.77	$0.00	$3.60	$590,353.20	$590,353.20	$0.00
187	Shrub Irrigation (Bubbler/Rotary)	62,998	SF	$1.44	$90,717.12	$90,717.12	$0.00	$5.50	$346,489.00	$346,489.00	$0.00
188	Tree Irrigation (Bubbler)	392	EA	$198.16	$77,678.72	$38,478.72	$39,200.00	$37.00	$14,504.00	$14,504.00	$0.00
189	Point of Connection & Controller Upgrade	1	LS	$186,300.46	$186,300.46	$186,300.46	$0.00	$208,000.00	$208,000.00	$208,000.00	$0.00
190	Soil Preparation	242,140	SF	$0.55	$133,177.00	$133,177.00	$0.00	$0.70	$169,498.00	$169,498.00	$0.00
191	Soil Testing for Fertility and Agricultural Suitability	3	EA	$1,053.29	$3,159.87	$3,159.87	$0.00	$1,000.00	$3,000.00	$3,000.00	$0.00
192	24" Box Trees	124	EA	$658.31	$81,630.44	$81,630.44	$0.00	$825.00	$102,300.00	$102,300.00	$0.00
193	36" Box Trees	72	EA	$1,517.76	$109,278.72	$109,278.72	$0.00	$1,628.00	$117,216.00	$117,216.00	$0.00
194	1 Gal. Container Planting	1,604	EA	$13.95	$22,375.80	$22,375.80	$0.00	$15.00	$24,060.00	$24,060.00	$0.00
195	5 Gal. Container Planting	2,095	EA	$32.68	$68,464.60	$68,464.60	$0.00	$35.00	$73,325.00	$73,325.00	$0.00
196	15 Gal. Container Planting	184	EA	$128.80	$23,699.20	$23,699.20	$0.00	$180.00	$33,120.00	$33,120.00	$0.00
197	Install Turf Sod	163,987	SF	$1.31	$214,822.97	$214,822.97	$0.00	$1.00	$163,987.00	$163,987.00	$0.00
198	3" Mulch Layer in Landscape Areas	583	CY	$93.72	$54,638.76	$54,638.76	$0.00	$70.00	$40,810.00	$40,810.00	$0.00
199	3" Mulch Layer in Utility Access Area	140	CY	$94.04	$13,165.60	$13,165.60	$0.00	$70.00	$9,800.00	$9,800.00	$0.00
200	90-Day Maintenance	242,140	SF	$0.40	$96,856.00	$96,856.00	$0.00	$0.10	$24,214.00	$24,214.00	$0.00
201	Allowance	1	LS	$750,000.00	$750,000.00	$750,000.00	$0.00	$750,000.00	$750,000.00	$750,000.00	$0.00
					$23,468,091.58	**$23,622,495.34**	**($154,403.76)**		**$25,068,377.17**	**$25,068,377.17**	**$0.00**

BID RESULTS FROM SEPT. 4, 2024

PRJ NO.	1368 Carriage Crest Park			Ohno Construction		License No. 833470		PCN3, Inc.		License No. 786518	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST
1	Mobilization (2% of Base Bid)	1	LS	$520,000.00	$520,000.00	$520,000.00	$0.00	$587,750.96	$587,750.96	$587,750.96	$0.00
2	Temporary Construction Chain-link Fence	2,250	LF	$10.00	$22,500.00	$22,500.00	$0.00	$12.20	$27,450.00	$27,450.00	$0.00
3	A.C./A.B. Pavement at Parking Stalls	32,550	SF	$8.50	$276,675.00	$276,675.00	$0.00	$6.65	$216,457.50	$216,457.50	$0.00
4	A.C./A.B. Pavement at Drive Aisles	44,000	SF	$8.80	$387,200.00	$387,200.00	$0.00	$7.87	$346,280.00	$346,236.00	$44.00
5	P.C.C. Curb	3,060	LF	$40.00	$122,400.00	$122,400.00	$0.00	$61.00	$186,660.00	$186,660.00	$0.00
6	P.C.C. Curb and Gutter	100	LF	$80.00	$8,000.00	$8,000.00	$0.00	$91.50	$9,150.00	$9,150.00	$0.00
7	Curb Face Transition	30	LF	$45.00	$1,350.00	$1,350.00	$0.00	$97.60	$2,928.00	$2,925.00	$3.00
8	Curb Ramp	5	EA	$4,000.00	$20,000.00	$20,000.00	$0.00	$610.00	$3,050.00	$3,050.00	$0.00
9	Full-Depth A.C. Pavement	130	LF	$125.00	$16,250.00	$16,250.00	$0.00	$122.00	$15,860.00	$15,860.00	$0.00
10	3-Foot Wide V-Gutter	985	LF	$75.00	$73,875.00	$73,875.00	$0.00	$122.00	$120,170.00	$120,170.00	$0.00
11	Commercial Driveway	3	EA	$5,500.00	$16,500.00	$16,500.00	$0.00	$12,200.00	$36,600.00	$36,600.00	$0.00
12	Replacement Curb & Gutter	26	LF	$120.00	$3,120.00	$3,120.00	$0.00	$122.00	$3,172.00	$3,172.00	$0.00
13	Local Depression	1	EA	$5,000.00	$5,000.00	$5,000.00	$0.00	$3,050.00	$3,050.00	$3,050.00	$0.00
14	Mountable Curb	28	LF	$50.00	$1,400.00	$1,400.00	$0.00	$122.00	$3,416.00	$3,416.00	$0.00
15	Step-out Curb	900	LF	$40.00	$36,000.00	$36,000.00	$0.00	$122.00	$109,800.00	$109,800.00	$0.00
16	1-Foot Wide V-Ditch	410	LF	$90.00	$36,900.00	$36,900.00	$0.00	$183.00	$75,030.00	$75,030.00	$0.00
17	Parking Lot Striping	1	LS	$15,000.00	$15,000.00	$15,000.00	$0.00	$8,723.00	$8,723.00	$8,723.00	$0.00
18	City Street Curb & Gutter Replacement as requested by City	1	LF	$500.00	$500.00	$500.00	$0.00	$122.00	$122.00	$122.00	$0.00
19	City Street Sidewalk Replacement as requested by City	1	SF	$30.00	$30.00	$30.00	$0.00	$122.00	$122.00	$122.00	$0.00
20	Retaining Wall & Gutter	410	LF	$525.00	$215,250.00	$215,250.00	$0.00	$875.69	$359,032.90	$359,032.90	$0.00
21	Atrium Drain	23	EA	$750.00	$17,250.00	$17,250.00	$0.00	$1,830.00	$42,090.00	$42,090.00	$0.00
22	Catch Basin and Grate	46	EA	$5,000.00	$230,000.00	$230,000.00	$0.00	$3,050.00	$140,300.00	$140,300.00	$0.00
23	4" PVC Storm Drain	3,325	LF	$55.00	$182,875.00	$182,875.00	$0.00	$183.00	$608,475.00	$608,475.00	$0.00
24	8" PVC Storm Drain	865	LF	$90.00	$77,850.00	$77,850.00	$0.00	$213.50	$184,677.50	$184,677.50	$0.00
25	12" PVC Storm Drain	810	LF	$190.00	$153,900.00	$153,900.00	$0.00	$244.00	$197,640.00	$197,640.00	$0.00
26	18" HDPE Storm Drain	970	LF	$160.00	$155,200.00	$155,200.00	$0.00	$366.00	$355,020.00	$355,020.00	$0.00
27	Storm Drain Clean Out	10	EA	$1,800.00	$18,000.00	$18,000.00	$0.00	$1,830.00	$18,300.00	$18,300.00	$0.00
28	Connect to Existing Maintenance Shaft	2	EA	$20,000.00	$40,000.00	$40,000.00	$0.00	$7,320.00	$14,640.00	$14,640.00	$0.00
29	MWS Units	2	EA	$350,000.00	$700,000.00	$700,000.00	$0.00	$366,000.00	$732,000.00	$732,000.00	$0.00
30	Rubber Surface Drain	1	EA	$2,500.00	$2,500.00	$2,500.00	$0.00	$6,100.00	$6,100.00	$6,100.00	$0.00
31	Grating Catch Basin	1	EA	$20,000.00	$20,000.00	$20,000.00	$0.00	$12,200.00	$12,200.00	$12,200.00	$0.00
32	Curb Opening Catch Basin	1	EA	$20,000.00	$20,000.00	$20,000.00	$0.00	$12,200.00	$12,200.00	$12,200.00	$0.00
33	4" Perforated Subdrain at Fields	825	LF	$65.00	$53,625.00	$53,625.00	$0.00	$91.50	$75,487.50	$75,487.50	$0.00
34	4" Subdrain at Walls	710	LF	$40.00	$28,400.00	$28,400.00	$0.00	$91.50	$64,965.00	$64,965.00	$0.00
35	Connect to Subdrain	5	EA	$900.00	$4,500.00	$4,500.00	$0.00	$1,830.00	$9,150.00	$9,150.00	$0.00
36	Storm Drain Manhole	3	EA	$20,000.00	$60,000.00	$60,000.00	$0.00	$24,400.00	$73,200.00	$73,200.00	$0.00
37	Connect to HDPE Pipe	9	EA	$1,900.00	$17,100.00	$17,100.00	$0.00	$2,440.00	$21,960.00	$21,960.00	$0.00
38	Inlet at V-Ditch	2	EA	$3,500.00	$7,000.00	$7,000.00	$0.00	$6,100.00	$12,200.00	$12,200.00	$0.00
39	Asphalt Concrete Trench Replacement	5	LF	$2,000.00	$10,000.00	$10,000.00	$0.00	$122.00	$610.00	$610.00	$0.00
40	Blanket Protection for Pipes	1	EA	$5,000.00	$5,000.00	$5,000.00	$0.00	$610.00	$610.00	$610.00	$0.00
41	Connect to Existing Water Main	1	EA	$5,000.00	$5,000.00	$5,000.00	$0.00	$12,200.00	$12,200.00	$12,200.00	$0.00
42	2" Water Service	1	EA	$10,000.00	$10,000.00	$10,000.00	$0.00	$24,400.00	$24,400.00	$24,400.00	$0.00
43	2" Reduced Pressure Backflow Preventor	1	EA	$8,000.00	$8,000.00	$8,000.00	$0.00	$12,200.00	$12,200.00	$12,200.00	$0.00
44	2.5" PVC Water Line	385	LF	$80.00	$30,800.00	$30,800.00	$0.00	$122.00	$46,970.00	$46,970.00	$0.00
45	2" PVC Water Line	545	LF	$78.00	$42,510.00	$42,510.00	$0.00	$122.00	$66,490.00	$66,490.00	$0.00
46	½" PVC Water Line	390	LF	$70.00	$27,300.00	$27,300.00	$0.00	$91.50	$35,685.00	$35,685.00	$0.00

BID RESULTS FROM SEPT. 4, 2024

PRJ NO.	1368 Carriage Crest Park			Ohno Construction		License No. 833470		PCN3, Inc.		License No. 786518	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST
47	Connect to Building	2	EA	$3,500.00	$7,000.00	$7,000.00	$0.00	$1,220.00	$2,440.00	$2,440.00	$0.00
48	Connect to Existing Sewer Main	2	EA	$10,000.00	$20,000.00	$20,000.00	$0.00	$12,200.00	$24,400.00	$24,400.00	$0.00
49	4" PVC Sewer Line	460	LF	$100.00	$46,000.00	$46,000.00	$0.00	$183.00	$84,180.00	$84,180.00	$0.00
50	Sewer Clean Out	6	EA	$2,000.00	$12,000.00	$12,000.00	$0.00	$1,830.00	$10,980.00	$10,980.00	$0.00
51	Connect to Building	2	EA	$3,500.00	$7,000.00	$7,000.00	$0.00	$1,220.00	$2,440.00	$2,440.00	$0.00
52	Clear and Grub of Turf and Landscape Areas, Pulverize Turf	117,993	SF	$0.70	$82,595.10	$82,595.10	$0.00	$0.06	$7,079.58	$7,197.57	($117.99)
53	Clear and Grub of Expansion Area, Complete	445,415	SF	$1.10	$489,956.50	$489,956.50	$0.00	$0.55	$244,978.25	$244,532.84	$445.41
54	Remove Existing Irrigation Pump House, Lateral, Heads, Valves, Cap Existing Mainline	117,993	SF	$0.30	$35,397.90	$35,397.90	$0.00	$0.31	$36,577.83	$35,987.87	$589.96
55	Remove Existing Trees	45	EA	$950.00	$42,750.00	$42,750.00	$0.00	$1,464.00	$65,880.00	$65,880.00	$0.00
56	Remove Existing Shaded Picnic Shelters	2	EA	$25,000.00	$50,000.00	$50,000.00	$0.00	$3,172.00	$6,344.00	$6,344.00	$0.00
57	Remove Existing Sand in Play Area	275	SF	$10.00	$2,750.00	$2,750.00	$0.00	$4.27	$1,174.25	$1,174.25	$0.00
58	Remove Resilient Rubberized Surfacing in Play Area	4,395	SF	$5.00	$21,975.00	$21,975.00	$0.00	$0.79	$3,472.05	$3,485.24	($13.19)
59	Remove Existing Play Equipment and Footings	1	LS	$30,000.00	$30,000.00	$30,000.00	$0.00	$4,758.00	$4,758.00	$4,758.00	$0.00
60	Remove Existing North Perimeter Fencing Fabric Only	449	LF	$8.00	$3,592.00	$3,592.00	$0.00	$10.49	$4,710.01	$4,710.91	($0.90)
61	Remove Existing North Perimeter Fencing and Barbed Wire	694	LF	$10.00	$6,940.00	$6,940.00	$0.00	$6.28	$4,358.32	$4,360.40	($2.08)
62	Remove Existing East Perimeter Fencing	739	LF	$10.00	$7,390.00	$7,390.00	$0.00	$6.28	$4,640.92	$4,643.14	($2.22)
63	Remove Existing South Perimeter Fencing and Gate	135	LF	$12.00	$1,620.00	$1,620.00	$0.00	$6.28	$847.80	$848.21	($0.41)
64	Remove Existing Baseball Chain-link Fence and Curb	750	LF	$30.00	$22,500.00	$22,500.00	$0.00	$6.28	$4,710.00	$4,712.25	($2.25)
65	Remove Steel Railing at Existing Restroom and Concession Building	38	LF	$50.00	$1,900.00	$1,900.00	$0.00	$14.88	$565.44	$565.59	($0.15)
66	Demolition and Removal of Existing Concrete Paving	28,765	SF	$4.00	$115,060.00	$115,060.00	$0.00	$0.12	$3,451.80	$3,509.33	($57.53)
67	Remove Existing Basketball Hoops	3	EA	$3,000.00	$9,000.00	$9,000.00	$0.00	$396.50	$1,189.50	$1,189.50	$0.00
68	Remove Existing Trash Enclosures and Concrete Pad	1	LS	$10,000.00	$10,000.00	$10,000.00	$0.00	$1,769.00	$1,769.00	$1,769.00	$0.00
69	Demolition and Removal of Existing Restroom and Concessions Building	1,065	SF	$50.00	$53,250.00	$53,250.00	$0.00	$5.98	$6,368.70	$6,366.57	$2.13
70	Demolition and Removal of Existing Concrete Curb	588	LF	$20.00	$11,760.00	$11,760.00	$0.00	$12.20	$7,173.60	$7,173.60	$0.00
71	Demolition and Removal of Existing A.C. Paving	16,204	SF	$2.00	$32,408.00	$32,408.00	$0.00	$0.61	$9,884.44	$9,884.44	$0.00
72	Demolition and Removal of ADA Parking Signage	2	EA	$500.00	$1,000.00	$1,000.00	$0.00	$793.00	$1,586.00	$1,586.00	$0.00
73	Removal and Relocation of Bike Rack	4	EA	$500.00	$2,000.00	$2,000.00	$0.00	$597.80	$2,391.20	$2,391.20	$0.00
74	Remove Existing Waste Receptacles	3	EA	$500.00	$1,500.00	$1,500.00	$0.00	$786.90	$2,360.70	$2,360.70	$0.00
75	Remove Existing Drinking Fountains	3	EA	$1,000.00	$3,000.00	$3,000.00	$0.00	$396.50	$1,189.50	$1,189.50	$0.00
76	Removal of Misc. Site Furnishings (Bleachers, Benches, Etc.)	1	LS	$50,000.00	$50,000.00	$50,000.00	$0.00	$9,516.00	$9,516.00	$9,516.00	$0.00
77	Demolition and Removal of Existing Sports Lighting	9	EA	$4,500.00	$40,500.00	$40,500.00	$0.00	$933.30	$8,399.70	$8,399.70	$0.00
78	Demolition and Removal of Existing Park Security Lighting	5	EA	$3,000.00	$15,000.00	$15,000.00	$0.00	$951.60	$4,758.00	$4,758.00	$0.00

BID RESULTS FROM SEPT. 4, 2024

PRJ NO.	1368 Carriage Crest Park			Ohno Construction		License No. 833470		PCN3, Inc.		License No. 786518	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST
79	Demolition and Removal of Existing Park Monument Sign	1	LS	$10,000.00	$10,000.00	$10,000.00	$0.00	$4,758.00	$4,758.00	$4,758.00	$0.00
80	Remove and Salvage Existing Scoreboards	1	LS	$20,000.00	$20,000.00	$20,000.00	$0.00	$4,758.00	$4,758.00	$4,758.00	$0.00
81	Demolition and Removal of Existing DG Pathway	7,500	SF	$1.00	$7,500.00	$7,500.00	$0.00	$0.61	$4,575.00	$4,575.00	$0.00
82	Demolition and Removal of Existing DG Concrete Edging	458	LF	$20.00	$9,160.00	$9,160.00	$0.00	$15.25	$6,984.50	$6,984.50	$0.00
83	Demolition and Removal of Existing Vehicular Gate	2	EA	$10,000.00	$20,000.00	$20,000.00	$0.00	$1,177.30	$2,354.60	$2,354.60	$0.00
84	Demolition and Removal of Existing Handball Wall	24	LF	$500.00	$12,000.00	$12,000.00	$0.00	$73.20	$1,756.80	$1,756.80	$0.00
85	Demolition and Removal of CMU Planter Seat Wall	137	LF	$80.00	$10,960.00	$10,960.00	$0.00	$54.90	$7,521.30	$7,521.30	$0.00
86	Removal and Relocation of Existing Street Light	1	LS	$15,000.00	$15,000.00	$15,000.00	$0.00	$4,148.00	$4,148.00	$4,148.00	$0.00
87	Soil Removal, Stockpiling, & Disposal to Landfill as Non-RCRA Hazardous Soil	2,628	CY	$216.50	$568,962.00	$568,962.00	$0.00	$114.00	$299,592.00	$299,592.00	$0.00
88	Erosion Control	1	LS	$115,000.00	$115,000.00	$115,000.00	$0.00	$61,000.00	$61,000.00	$61,000.00	$0.00
89	Cut	14,800	CY	$7.25	$107,300.00	$107,300.00	$0.00	$4.15	$61,420.00	$61,390.40	$29.60
90	Fill	2,800	CY	$16.50	$46,200.00	$46,200.00	$0.00	$4.88	$13,664.00	$13,664.00	$0.00
91	Export	12,000	CY	$45.50	$546,000.00	$546,000.00	$0.00	$58.56	$702,720.00	$702,720.00	$0.00
92	Fine Grading	640,000	SF	$0.75	$480,000.00	$480,000.00	$0.00	$0.70	$448,000.00	$445,056.00	$2,944.00
93	8" HDPE Storm Drain (Synthetic Turf)	654	LF	$105.00	$68,670.00	$68,670.00	$0.00	$170.80	$111,703.20	$111,703.20	$0.00
94	12" HDPE Storm Drain (Synthetic Turf)	975	LF	$155.00	$151,125.00	$151,125.00	$0.00	$244.00	$237,900.00	$237,900.00	$0.00
95	1"x12" Flat Drains (Synthetic Turf)	1,500	LF	$10.00	$15,000.00	$15,000.00	$0.00	$14.64	$21,960.00	$21,960.00	$0.00
96	Nyoplast Basins (Synthetic Turf)	6	EA	$3,500.00	$21,000.00	$21,000.00	$0.00	$7,320.00	$43,920.00	$43,920.00	$0.00
97	Subgrade & Subdrain Liner (Synthetic Turf)	1	LS	$150,000.00	$150,000.00	$150,000.00	$0.00	$79,300.00	$79,300.00	$79,300.00	$0.00
98	Subgrade Treatment (Synthetic Turf)	112,643	SF	$2.00	$225,286.00	$225,286.00	$0.00	$1.37	$154,320.91	$153,915.40	$405.51
99	Overexcavation & Compaction	4,500	CY	$25.00	$112,500.00	$112,500.00	$0.00	$14.03	$63,135.00	$63,135.00	$0.00
100	Musco Sports Field Lighting	22	EA	$55,000.00	$1,210,000.00	$1,210,000.00	$0.00	$62,830.00	$1,382,260.00	$1,382,260.00	$0.00
101	Musco Court Lighting	6	EA	$28,000.00	$168,000.00	$168,000.00	$0.00	$30,703.33	$184,219.98	$184,220.00	($0.02)
102	Electrical Service and Main Switchboard	1	LS	$220,000.00	$220,000.00	$220,000.00	$0.00	$160,430.00	$160,430.00	$160,430.00	$0.00
103	Park Security Lighting	50	EA	$10,000.00	$500,000.00	$500,000.00	$0.00	$9,760.00	$488,000.00	$488,000.00	$0.00
104	Parking Lot Lighting – Single Head	6	EA	$15,000.00	$90,000.00	$90,000.00	$0.00	$10,187.00	$61,122.00	$61,122.00	$0.00
105	Parking Lot Lighting – Twin Head	4	EA	$16,500.00	$66,000.00	$66,000.00	$0.00	$10,919.00	$43,676.00	$43,676.00	$0.00
106	Branch Circuit Conduit and Wiring, Pull Boxes, Distribution, Etc.	1	LS	$800,000.00	$800,000.00	$800,000.00	$0.00	$1,073,752.50	$1,073,752.50	$1,073,752.50	$0.00
107	Shade Shelter Lighting and Power Outlets	1	LS	$30,000.00	$30,000.00	$30,000.00	$0.00	$13,420.00	$13,420.00	$13,420.00	$0.00
108	Natural Gray Concrete Paving	66,200	SF	$17.00	$1,125,400.00	$1,125,400.00	$0.00	$30.50	$2,019,100.00	$2,019,100.00	$0.00
109	Decomposed Granite Paving	11,342	SF	$5.50	$62,381.00	$62,381.00	$0.00	$7.32	$83,023.44	$83,023.44	$0.00
110	6" Wide DG Paving Concrete Header	1,253	LF	$30.00	$37,590.00	$37,590.00	$0.00	$61.00	$76,433.00	$76,433.00	$0.00
111	12" Wide Concrete Mowcurb Under Fencing	2,646	LF	$35.50	$93,933.00	$93,933.00	$0.00	$122.00	$322,812.00	$322,812.00	$0.00
112	Basketball Court Concrete Paving	9,400	SF	$27.00	$253,800.00	$253,800.00	$0.00	$30.50	$286,700.00	$286,700.00	$0.00
113	Basketball Court Plexipave Court Coloring and Striping	9,400	SF	$4.50	$42,300.00	$42,300.00	$0.00	$2.44	$22,936.00	$22,936.00	$0.00
114	Pickleball Court Concrete Paving	6,120	SF	$25.00	$153,000.00	$153,000.00	$0.00	$30.50	$186,660.00	$186,660.00	$0.00
115	Pickleball Court Plexipave Court Coloring and Striping	6,120	SF	$9.70	$59,364.00	$59,364.00	$0.00	$2.44	$14,932.80	$14,932.80	$0.00
116	Baseball Field Infield Mix	74,591	SF	$2.70	$201,395.70	$201,395.70	$0.00	$5.00	$372,955.00	$373,104.18	($149.18)
117	Synthetic Turf at Soccer Fields	112,644	SF	$7.55	$850,462.20	$850,462.20	$0.00	$7.58	$853,841.52	$854,000.00	($158.48)

BID RESULTS FROM SEPT. 4, 2024

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ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST
118	Plastic Nailer (Synthetic Turf)	1,334	LF	$15.00	$20,010.00	$20,010.00	$0.00	$25.01	$33,363.34	$33,363.34	$0.00
119	Synthetic Turf 6" Permeable Base	1	LS	$450,000.00	$450,000.00	$450,000.00	$0.00	$384,791.66	$384,791.66	$384,791.66	$0.00
120	Dog Park Surface Mix	43,562	SF	$3.60	$156,823.20	$156,823.20	$0.00	$6.14	$267,470.68	$267,482.56	($11.88)
121	SofSurfaces Resilient Rubberized Surfacing at Play Area	6,580	SF	$55.00	$361,900.00	$361,900.00	$0.00	$70.73	$465,403.40	$465,403.40	$0.00
122	Play Curb Header for Resilient Surfacing	324	LF	$80.00	$25,920.00	$25,920.00	$0.00	$122.00	$39,528.00	$39,528.00	$0.00
123	Concrete Risers	48	LF	$130.00	$6,240.00	$6,240.00	$0.00	$122.00	$5,856.00	$5,856.00	$0.00
124	Concrete Cheek Wall	163	LF	$130.00	$21,190.00	$21,190.00	$0.00	$414.05	$67,490.15	$67,490.40	($0.25)
125	Steel Handrail	154	LF	$350.00	$53,900.00	$53,900.00	$0.00	$192.76	$29,685.04	$29,685.04	$0.00
126	6" Wide Concrete Mowcurb	280	LF	$45.00	$12,600.00	$12,600.00	$0.00	$61.00	$17,080.00	$17,080.00	$0.00
127	42" Ht. Chain-link Fencing	865	LF	$154.00	$133,210.00	$133,210.00	$0.00	$153.72	$132,967.80	$132,967.80	$0.00
128	5' Ht. Chain-link Fencing	857	LF	$115.00	$98,555.00	$98,555.00	$0.00	$115.29	$98,803.53	$98,803.53	$0.00
129	8' Ht. Chain-link Outfield Fencing	775	LF	$314.00	$243,350.00	$243,350.00	$0.00	$313.85	$243,233.75	$243,229.88	$3.87
130	8' Ht. Perimeter Chain-link Fencing	645	LF	$218.00	$140,610.00	$140,610.00	$0.00	$217.77	$140,461.65	$140,461.65	$0.00
131	10' Ht. Chain-link Fencing	1,296	LF	$256.00	$331,776.00	$331,776.00	$0.00	$256.20	$332,035.20	$332,035.20	$0.00
132	5' Ht. Lodgepole Fencing	258	LF	$344.00	$88,752.00	$88,752.00	$0.00	$330.62	$85,299.96	$85,299.96	$0.00
133	24' Ht. Netting Atop Chain-link Fencing	23,664	SF	$44.75	$1,058,964.00	$1,058,964.00	$0.00	$44.84	$1,061,093.76	$1,060,975.44	$118.32
134	Baseball Backstop Fencing and Netting	1	LS	$575,000.00	$575,000.00	$575,000.00	$0.00	$576,450.00	$576,450.00	$576,450.00	$0.00
135	Baseball Dugout Fencing	1	LS	$240,000.00	$240,000.00	$240,000.00	$0.00	$237,900.00	$237,900.00	$237,900.00	$0.00
136	Baseball Bullpen Fencing	1	LS	$295,000.00	$295,000.00	$295,000.00	$0.00	$295,240.00	$295,240.00	$295,240.00	$0.00
137	Baseball Soft-toss Batting Cage	1	LS	$140,000.00	$140,000.00	$140,000.00	$0.00	$141,520.00	$141,520.00	$141,520.00	$0.00
138	5'x8' Ht. Pedestrian Gate Within 10' Ht. Fencing	14	EA	$4,000.00	$56,000.00	$56,000.00	$0.00	$4,148.00	$58,072.00	$58,072.00	$0.00
139	16'x42" Ht. Maintenance Gate	1	EA	$6,550.00	$6,550.00	$6,550.00	$0.00	$6,588.00	$6,588.00	$6,588.00	$0.00
140	12'x10' Ht. Maintenance Gate	3	EA	$12,300.00	$36,900.00	$36,900.00	$0.00	$12,200.00	$36,600.00	$36,600.00	$0.00
141	5'x5' Ht. Decorative Park Pedestrian Gate	4	EA	$7,000.00	$28,000.00	$28,000.00	$0.00	$7,076.00	$28,304.00	$28,304.00	$0.00
142	5'x42" Ht. Pedestrian Gate	3	EA	$2,550.00	$7,650.00	$7,650.00	$0.00	$2,562.00	$7,686.00	$7,686.00	$0.00
143	12'x5' Ht. Maintenance Gate	3	EA	$6,100.00	$18,300.00	$18,300.00	$0.00	$18,422.00	$55,266.00	$55,266.00	$0.00
144	12'x8' Ht. Maintenance Gate	1	EA	$9,800.00	$9,800.00	$9,800.00	$0.00	$9,760.00	$9,760.00	$9,760.00	$0.00
145	5'x8' Ht. Maintenance Gate	8	EA	$4,000.00	$32,000.00	$32,000.00	$0.00	$32,940.00	$263,520.00	$263,520.00	$0.00
146	North Perimeter Fencing Chain-link Fabric	1,142	LF	$70.30	$80,282.60	$80,282.60	$0.00	$70.76	$80,807.92	$80,807.92	$0.00
147	Windscreen for North Perimeter Fencing	1,182	LF	$64.00	$75,648.00	$75,648.00	$0.00	$63.44	$74,986.08	$74,986.08	$0.00
148	Miracle Recreation Playground Equipment	1	LS	$205,000.00	$205,000.00	$205,000.00	$0.00	$189,100.00	$189,100.00	$189,100.00	$0.00
149	Miracle Recreation Playground Equipment Installation	1	LS	$155,000.00	$155,000.00	$155,000.00	$0.00	$95,160.00	$95,160.00	$95,160.00	$0.00
150	Miracle Recreation Shade Sails	1	LS	$135,000.00	$135,000.00	$135,000.00	$0.00	$122,000.00	$122,000.00	$122,000.00	$0.00
151	Miracle Recreation Shade Sails Installation	1	LS	$100,000.00	$100,000.00	$100,000.00	$0.00	$68,320.00	$68,320.00	$68,320.00	$0.00
152	Greenfields Exercise Equipment	1	LS	$105,000.00	$105,000.00	$105,000.00	$0.00	$158,600.00	$158,600.00	$158,600.00	$0.00
153	Greenfields Exercise Equipment Installation	1	LS	$45,000.00	$45,000.00	$45,000.00	$0.00	$42,700.00	$42,700.00	$42,700.00	$0.00
154	ADA Parking Signage	9	EA	$600.00	$5,400.00	$5,400.00	$0.00	$488.00	$4,392.00	$4,392.00	$0.00
155	Drinking Fountains with Dog Bowl	4	EA	$20,000.00	$80,000.00	$80,000.00	$0.00	$10,083.30	$40,333.20	$40,333.20	$0.00
156	Dog Park Entry Pilaster	1	LS	$40,000.00	$40,000.00	$40,000.00	$0.00	$50,508.00	$50,508.00	$50,508.00	$0.00
157	Dog Park Shade Umbrellas	3	EA	$35,000.00	$105,000.00	$105,000.00	$0.00	$68,320.00	$204,960.00	$204,960.00	$0.00
158	Picnic Tables	9	EA	$2,500.00	$22,500.00	$22,500.00	$0.00	$2,745.00	$24,705.00	$24,705.00	$0.00
159	Accessible Picnic Tables	4	EA	$2,500.00	$10,000.00	$10,000.00	$0.00	$2,806.00	$11,224.00	$11,224.00	$0.00
160	26"x84" Contour Benches with Skateboard Resistant Bumps	49	EA	$2,100.00	$102,900.00	$102,900.00	$0.00	$2,171.60	$106,408.40	$106,408.40	$0.00
161	Square Waste Receptacles	46	EA	$1,700.00	$78,200.00	$78,200.00	$0.00	$1,720.20	$79,129.20	$79,129.20	$0.00
162	Ball Field Equipment (Bases, Plates, Batrack)	1	LS	$50,000.00	$50,000.00	$50,000.00	$0.00	$76,860.00	$76,860.00	$76,860.00	$0.00

BID RESULTS FROM SEPT. 4, 2024

PRJ NO.	1368 Carriage Crest Park			Ohno Construction		License No. 833470		PCN3, Inc.		License No. 786518	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST
163	Scoreboards	5	EA	$75,000.00	$375,000.00	$375,000.00	$0.00	$53,680.00	$268,400.00	$268,400.00	$0.00
164	Soccer Field Goal Pairs	2	EA	$3,500.00	$7,000.00	$7,000.00	$0.00	$12,810.00	$25,620.00	$25,620.00	$0.00
165	Basketball Posts and Nets	4	EA	$10,000.00	$40,000.00	$40,000.00	$0.00	$12,200.00	$48,800.00	$48,800.00	$0.00
166	Pickleball Posts and Nets	3	EA	$6,000.00	$18,000.00	$18,000.00	$0.00	$12,200.00	$36,600.00	$36,600.00	$0.00
167	Volleyball Posts and Nets	2	EA	$6,200.00	$12,400.00	$12,400.00	$0.00	$12,200.00	$24,400.00	$24,400.00	$0.00
168	24" Square Pedestal Service Table	3	EA	$2,000.00	$6,000.00	$6,000.00	$0.00	$1,830.00	$5,490.00	$5,490.00	$0.00
169	Barbeques	2	EA	$3,500.00	$7,000.00	$7,000.00	$0.00	$3,782.00	$7,564.00	$7,564.00	$0.00
170	Bleachers	6	EA	$15,500.00	$93,000.00	$93,000.00	$0.00	$79,300.00	$475,800.00	$475,800.00	$0.00
171	Dugout Benches	6	EA	$2,500.00	$15,000.00	$15,000.00	$0.00	$3,050.00	$18,300.00	$18,300.00	$0.00
172	Dog Park Play Equipment	1	LS	$35,000.00	$35,000.00	$35,000.00	$0.00	$48,800.00	$48,800.00	$48,800.00	$0.00
173	DogiPot Dog Park Bag Dispenser & Post	5	EA	$1,500.00	$7,500.00	$7,500.00	$0.00	$2,745.00	$13,725.00	$13,725.00	$0.00
174	Vehicular Pipe Gates	3	EA	$18,000.00	$54,000.00	$54,000.00	$0.00	$18,910.00	$56,730.00	$56,730.00	$0.00
175	Restroom/Concession Building (Baseball Field Complex)	1,042	SF	$1,150.00	$1,198,300.00	$1,198,300.00	$0.00	$1,094.96	$1,140,948.32	$1,140,944.00	$4.32
176	Restroom Building (Southeast Lot)	336	SF	$1,450.00	$487,200.00	$487,200.00	$0.00	$1,343.09	$451,278.24	$451,278.00	$0.24
177	Storage Building (Southeast Lot)	336	SF	$950.00	$319,200.00	$319,200.00	$0.00	$733.09	$246,318.24	$246,318.00	$0.24
178	Storage Shed (Southeast Lot)	90	SF	$1,050.00	$94,500.00	$94,500.00	$0.00	$1,562.28	$140,605.20	$140,605.00	$0.20
179	30'x30' 'Orlando' Model Entry Breezeway Shelter (Sotheast Lot)	1	EA	$120,000.00	$120,000.00	$120,000.00	$0.00	$173,850.00	$173,850.00	$173,850.00	$0.00
180	30' 'Charleston' Model Hexagon Shade Structures	2	EA	$120,000.00	$240,000.00	$240,000.00	$0.00	$155,550.00	$311,100.00	$311,100.00	$0.00
181	Bleacher Shade Structures & Installation	6	EA	$28,000.00	$168,000.00	$168,000.00	$0.00	$109,800.00	$658,800.00	$658,800.00	$0.00
182	Exercise Equipment Fabric Shelter & Installation	1	EA	$120,000.00	$120,000.00	$120,000.00	$0.00	$140,300.00	$140,300.00	$140,300.00	$0.00
183	Trash Enclosures	2	EA	$55,000.00	$110,000.00	$110,000.00	$0.00	$128,197.60	$256,395.20	$256,395.20	$0.00
184	Park Monument Reader Board Sign	1	EA	$200,000.00	$200,000.00	$200,000.00	$0.00	$571,509.00	$571,509.00	$571,509.00	$0.00
185	Existing Recreation Center Improvements	1	LS	$100,000.00	$100,000.00	$100,000.00	$0.00	$125,501.40	$125,501.40	$125,501.40	$0.00
186	Turf Irrigation (Rotary)	163,987	SF	$3.20	$524,758.40	$524,758.40	$0.00	$3.54	$580,513.98	$580,186.01	$327.97
187	Shrub Irrigation (Bubbler/Rotary)	62,998	SF	$3.00	$188,994.00	$188,994.00	$0.00	$3.29	$207,263.42	$207,515.41	($251.99)
188	Tree Irrigation (Bubbler)	392	EA	$420.00	$164,640.00	$164,640.00	$0.00	$423.34	$165,949.28	$165,949.28	$0.00
189	Point of Connection & Controller Upgrade	1	LS	$175,000.00	$175,000.00	$175,000.00	$0.00	$173,362.00	$173,362.00	$173,362.00	$0.00
190	Soil Preparation	242,140	SF	$0.85	$205,819.00	$205,819.00	$0.00	$0.85	$205,819.00	$206,787.56	($968.56)
191	Soil Testing for Fertility and Agricultural Suitability	3	EA	$150.00	$450.00	$450.00	$0.00	$146.40	$439.20	$349.20	$90.00
192	24" Box Trees	124	EA	$670.00	$83,080.00	$83,080.00	$0.00	$671.00	$83,204.00	$83,204.00	$0.00
193	36" Box Trees	72	EA	$1,310.00	$94,320.00	$94,320.00	$0.00	$1,311.50	$94,428.00	$94,428.00	$0.00
194	1 Gal. Container Planting	1,604	EA	$11.00	$17,644.00	$17,644.00	$0.00	$10.68	$17,130.72	$17,122.70	$8.02
195	5 Gal. Container Planting	2,095	EA	$26.00	$54,470.00	$54,470.00	$0.00	$26.23	$54,951.85	$54,951.85	$0.00
196	15 Gal. Container Planting	184	EA	$77.00	$14,168.00	$14,168.00	$0.00	$76.86	$14,142.24	$14,142.24	$0.00
197	Install Turf Sod	163,987	SF	$1.50	$245,980.50	$245,980.50	$0.00	$1.53	$250,900.11	$250,080.18	$819.93
198	3" Mulch Layer in Landscape Areas	583	CY	$125.00	$72,875.00	$72,875.00	$0.00	$122.00	$71,126.00	$71,126.00	$0.00
199	3" Mulch Layer in Utility Access Area	140	CY	$100.00	$14,000.00	$14,000.00	$0.00	$92.72	$12,980.80	$12,980.80	$0.00
200	90-Day Maintenance	242,140	SF	$0.20	$48,428.00	$48,428.00	$0.00	$0.18	$43,585.20	$44,311.62	($726.42)
201	Allowance	1	LS	$750,000.00	$750,000.00	$750,000.00	$0.00	$750,000.00	$750,000.00	$750,000.00	$0.00
					$26,141,551.10	**$26,141,551.10**	**$0.00**		**$29,975,228.62**	**$29,971,855.40**	**$3,373.22**

Bid Results

Bidder Details

Vendor Name	Urban Habitat
Address	P.O. Box 1177 La Quinta, California 92247 United States
Respondee	Brett Brennan
Respondee Title	President
Phone	760-345-1101
Email	brett@myurbanhabitat.com
Vendor Type	CADIR
License #	963744

Bid Detail

Bid Format	Electronic
Submitted	09/04/2024 10:26 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	390751

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Urban Habitat W9 2024.pdf	Urban Habitat W9 2024.pdf	W-9
Non Discrimation Non Collusion.pdf	Non Discrimation Non Collusion.pdf	Affidavit of Non-Collusion and Non-Discrimination
Lobyist Certification.pdf	Lobyist Certification.pdf	Affidavit of Non-Federal Lobbyist Requirements
Labor Compliance.pdf	Labor Compliance.pdf	Certification of Compliance with Labor Code Section 3700 (required if applicable)
Insurance Endorsements.pdf	Insurance Endorsements.pdf	Acknowledgement of Insurance Endorsements
231223-Carriage Crest Park-Lighting Fdn Calcs 08-20-2024.pdf	231223-Carriage Crest Park-Lighting Fdn Calcs 08-20-2024.pdf	231223-Carriage Crest Park-Lighting Fdn Calcs 08-20-2024
231223-Carriage Crest Park-Signed Drawings_Lighting Fdn_ 08-20-2024.pdf	231223-Carriage Crest Park-Signed Drawings_Lighting Fdn_ 08-20-2024.pdf	231223-Carriage Crest Park-Signed Drawings_Lighting Fdn_ 08-20-2024
2311400_Carriage Park_Structural Calculations_2024 0724.pdf	2311400_Carriage Park_Structural Calculations_2024 0724.pdf	2311400_Carriage Park_Structural Calculations_2024 0724
Carriage Crest Park - Addendum Plan Sheet Submittal (2024-08-15).pdf	Carriage Crest Park - Addendum Plan Sheet Submittal (2024-08-15).pdf	Carriage Crest Park - Addendum Plan Sheet Submittal (2024-08-15)
Carriage Crest Technical Specifications - Addendum - Architectural Specifications(2024-08-15).pdf	Carriage Crest Technical Specifications - Addendum - Architectural Specifications(2024-08-15).pdf	Carriage Crest Technical Specifications - Addendum - Architectural Specifications(2024-08-15)
Addendum 1.pdf	Addendum 1.pdf	IFB 24-19 Formal Addendum 1
Addendum 2.pdf	Addendum 2.pdf	IFB 24-19 Formal Addendum 2
Carriage Crest Park - Addendum Revised Bid Schedule (08-26-24).pdf	Carriage Crest Park - Addendum Revised Bid Schedule (08-26-24).pdf	Carriage Crest Park - Addendum Revised Bid Schedule (08-26-24)
Carriage Crest Park_Combined.pdf	Carriage Crest Park_Combined.pdf	Submission Documents/General Documents
References.pdf	References.pdf	Client Reference List - Construction
Addendum 3.pdf	Addendum 3.pdf	IFB 24-19 Formal Addendum 3

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Imported Items							$23,622,495.34		
1			Mobilization (2% of Base Bid)	LS	1	$277,541.84	$277,541.84	Yes	
2			Temporary Construction Chain-link Fence	LF	2250	$12.80	$28,800.00	Yes	
3			A.C./A.B. Pavement at Parking Stalls	SF	32550	$6.85	$222,967.50	Yes	
4			A.C./A.B. Pavement at Drive Aisles	SF	44000	$7.42	$326,480.00	Yes	
5			P.C.C. Curb	LF	3060	$27.33	$83,629.80	Yes	
6			P.C.C. Curb and Gutter	LF	100	$44.61	$4,461.00	Yes	
7			Curb Face Transition	LF	30	$26.53	$795.90	Yes	
8			Curb Ramp	EA	5	$4,193.82	$20,969.10	Yes	
9			Full-Depth A.C. Pavement	LF	130	$32.22	$4,188.60	Yes	
10			3-Foot Wide V-Gutter	LF	985	$47.27	$46,560.95	Yes	
11			Commercial Driveway	EA	3	$4,354.00	$13,062.00	Yes	
12			Replacement Curb & Gutter	LF	26	$47.62	$1,238.12	Yes	
13			Local Depression	EA	1	$1,728.87	$1,728.87	Yes	
14			Mountable Curb	LF	28	$39.98	$1,119.44	Yes	
15			Step-out Curb	LF	900	$43.54	$39,186.00	Yes	
16			1-Foot Wide V-Ditch	LF	410	$116.77	$47,875.70	Yes	
17			Parking Lot Striping	LS	1	$24,380.04	$24,380.04	Yes	
18			City Street Curb & Gutter Replacement as requested by City	LF	1	$47.28	$47.28	Yes	
19			City Street Sidewalk Replacement as requested by City	SF	1	$24.39	$24.39	Yes	
20			Retaining Wall & Gutter	LF	410	$454.31	$186,267.10	Yes	
21			Atrium Drain	EA	23	$160.28	$3,686.44	Yes	
22			Catch Basin and Grate	EA	46	$1,259.37	$57,931.02	Yes	
23			4" PVC Storm Drain	LF	3325	$29.50	$98,087.50	Yes	
24			8" PVC Storm Drain	LF	865	$6.70	$5,795.50	Yes	
25			12" PVC Storm Drain	LF	810	$130.04	$105,332.40	Yes	
26			18" HDPE Storm Drain	LF	970	$142.52	$138,244.40	Yes	
27			Storm Drain Clean Out	EA	10	$987.46	$9,874.60	Yes	
28			Connect to Existing Maintenance Shaft	EA	2	$8,228.82	$16,457.64	Yes	
29			MWS Units	EA	2	$246,864.56	$493,729.12	Yes	
30			Rubber Surface Drain	EA	1	$1,974.92	$1,974.92	Yes	
31			Grating Catch Basin	EA	1	$2,633.22	$2,633.22	Yes	
32			Curb Opening Catch Basin	EA	1	$16,457.64	$16,457.64	Yes	
33			4" Perforated Subdrain at Fields	LF	825	$27.13	$22,382.25	Yes	
34			4" Subdrain at Walls	LF	710	$27.82	$19,752.20	Yes	
35			Connect to Subdrain	EA	5	$342.32	$1,711.60	Yes	
36			Storm Drain Manhole	EA	3	$19,749.17	$59,247.51	Yes	
37			Connect to HDPE Pipe	EA	9	$658.31	$5,924.79	Yes	
38			Inlet at V-Ditch	EA	2	$1,119.12	$2,238.24	Yes	
39			Asphalt Concrete Trench Replacement	LF	5	$239.37	$1,196.85	Yes	
40			Blanket Protection for Pipes	EA	1	$2,470.71	$2,470.71	Yes	
41			Connect to Existing Water Main	EA	1	$7,790.79	$7,790.79	Yes	
42			2" Water Service	EA	1	$5,061.43	$5,061.43	Yes	
43			2" Reduced Pressure Backflow Preventor	EA	1	$6,915.48	$6,915.48	Yes	
44			2.5" PVC Water Line	LF	385	$87.92	$33,849.20	Yes	
45			2" PVC Water Line	LF	545	$76.59	$41,741.55	Yes	
46			" PVC Water Line	LF	390	$72.98	$28,462.20	Yes	
47			Connect to Building	EA	2	$2,494.38	$4,988.76	Yes	
48			Connect to Existing Sewer Main	EA	2	$5,085.38	$10,170.76	Yes	
49			4" PVC Sewer Line	LF	460	$64.25	$29,555.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50			Sewer Clean Out	EA	6	$1,025.36	$6,152.16	Yes	
51			Connect to Building	EA	2	$1,579.28	$3,158.56	Yes	
52			Clear and Grub of Turf and Landscape Areas, Pulverize Turf	SF	117993	$0.77	$90,854.61	Yes	
53			Clear and Grub of Expansion Area, Complete	SF	445415	$0.52	$231,615.80	Yes	
54			Remove Existing Irrigation Pump House, Lateral, Heads, Valves, Cap Existing Mainline	SF	117993	$0.15	$17,698.95	Yes	
55			Remove Existing Trees	EA	45	$1,402.38	$63,107.10	Yes	
56			Remove Existing Shaded Picnic Shelters	EA	2	$7,692.93	$15,385.86	Yes	
57			Remove Existing Sand in Play Area	SF	275	$17.22	$4,735.50	Yes	
58			Remove Resilient Rubberized Surfacing in Play Area	SF	4395	$3.41	$14,986.95	Yes	
59			Remove Existing Play Equipment and Footings	LS	1	$10,252.14	$10,252.14	Yes	
60			Remove Existing North Perimeter Fencing Fabric Only	LF	449	$14.83	$6,658.67	Yes	
61			Remove Existing North Perimeter Fencing and Barbed Wire	LF	694	$19.13	$13,276.22	Yes	
62			Remove Existing East Perimeter Fencing	LF	739	$19.08	$14,100.12	Yes	
63			Remove Existing South Perimeter Fencing and Gate	LF	135	$23.06	$3,113.10	Yes	
64			Remove Existing Baseball Chain-link Fence and Curb	LF	750	$19.06	$14,295.00	Yes	
65			Remove Steel Railing at Existing Restroom and Concession Building	LF	38	$26.84	$1,019.92	Yes	
66			Demolition and Removal of Existing Concrete Paving	SF	28765	$3.50	$100,677.50	Yes	
67			Remove Existing Basketball Hoops	EA	3	$1,515.38	$4,546.14	Yes	
68			Remove Existing Trash Enclosures and Concrete Pad	LS	1	$7,431.67	$7,431.67	Yes	
69			Demolition and Removal of Existing Restroom and Concessions Building	SF	1065	$17.21	$18,328.65	Yes	
70			Demolition and Removal of Existing Concrete Curb	LF	588	$17.11	$10,060.68	Yes	
71			Demolition and Removal of Existing A.C. Paving	SF	16204	$4.97	$80,533.88	Yes	
72			Demolition and Removal of ADA Parking Signage	EA	2	$271.96	$543.92	Yes	
73			Removal and Relocation of Bike Rack	EA	4	$255.53	$1,022.12	Yes	
74			Remove Existing Waste Receptacles	EA	3	$489.78	$1,469.34	Yes	
75			Remove Existing Drinking Fountains	EA	3	$489.78	$1,469.34	Yes	
76			Removal of Misc. Site Furnishings (Bleachers, Benches, Etc.)	LS	1	$6,555.87	$6,555.87	Yes	
77			Demolition and Removal of Existing Sports Lighting	EA	9	$3,607.42	$32,466.78	Yes	
78			Demolition and Removal of Existing Park Security Lighting	EA	5	$1,399.64	$6,998.20	Yes	
79			Demolition and Removal of Existing Park Monument Sign	LS	1	$4,263.72	$4,263.72	Yes	
80			Remove and Salvage Existing Scoreboards	LS	1	$5,179.42	$5,179.42	Yes	
81			Demolition and Removal of Existing DG Pathway	SF	7500	$3.52	$26,400.00	Yes	
82			Demolition and Removal of Existing DG Concrete Edging	LF	458	$11.95	$5,473.10	Yes	
83			Demolition and Removal of Existing Vehicular Gate	EA	2	$329.10	$658.20	Yes	
84			Demolition and Removal of Existing Handball Wall	LF	24	$2,122.88	$50,949.12	Yes	
85			Demolition and Removal of CMU Planter Seat Wall	LF	137	$64.78	$8,874.86	Yes	
86			Removal and Relocation of Existing Street Light	LS	1	$13,756.95	$13,756.95	Yes	
87			Soil Removal, Stockpiling, & Disposal to Landfill as Non-RCRA Hazardous Soil	CY	2628	$224.31	$589,486.68	Yes	
88			Erosion Control	LS	1	$156,167.38	$156,167.38	Yes	
89			Cut	CY	14800	$22.32	$330,336.00	Yes	
90			Fill	CY	2800	$22.32	$62,496.00	Yes	
91			Export	CY	12000	$48.56	$582,720.00	Yes	
92			Fine Grading	SF	640000	$0.30	$192,000.00	Yes	
93			8" HDPE Storm Drain (Synthetic Turf)	LF	654	$211.85	$138,549.90	Yes	
94			12" HDPE Storm Drain (Synthetic Turf)	LF	975	$152.01	$148,209.75	Yes	
95			1"x12" Flat Drains (Synthetic Turf)	LF	1500	$16.76	$25,140.00	Yes	
96			Nyoplast Basins (Synthetic Turf)	EA	6	$8,079.20	$48,475.20	Yes	
97			Subgrade & Subdrain Liner (Synthetic Turf)	LS	1	$77,376.03	$77,376.03	Yes	
98			Subgrade Treatment (Synthetic Turf)	SF	112643	$1.59	$179,102.37	Yes	
99			Overexcavation & Compaction	CY	4500	$13.96	$62,820.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
100			Musco Sports Field Lighting	EA	22	$59,367.19	$1,306,078.18	Yes	
101			Musco Court Lighting	EA	6	$30,521.44	$183,128.64	Yes	
102			Electrical Service and Main Switchboard	LS	1	$246,565.33	$246,565.33	Yes	
103			Park Security Lighting	EA	50	$7,145.61	$357,280.50	Yes	
104			Parking Lot Lighting - Single Head	EA	6	$7,660.28	$45,961.68	Yes	
105			Parking Lot Lighting - Twin Head	EA	4	$8,139.05	$32,556.20	Yes	
106			Branch Circuit Conduit and Wiring, Pull Boxes, Distribution, Etc.	LS	1	$784,580.47	$784,580.47	Yes	
107			Shade Shelter Lighting and Power Outlets	LS	1	$35,907.57	$35,907.57	Yes	
108			Natural Gray Concrete Paving	SF	66200	$8.65	$572,630.00	Yes	
109			Decomposed Granite Paving	SF	11342	$5.28	$59,885.76	Yes	
110			6" Wide DG Paving Concrete Header	LF	1253	$22.75	$28,505.75	Yes	
111			12" Wide Concrete Mowcurb Under Fencing	LF	2646	$32.57	$86,180.22	Yes	
112			Basketball Court Concrete Paving	SF	9400	$13.33	$125,302.00	Yes	
113			Basketball Court Plexipave Court Coloring and Striping	SF	9400	$4.18	$39,292.00	Yes	
114			Pickleball Court Concrete Paving	SF	6120	$13.48	$82,497.60	Yes	
115			Pickleball Court Plexipave Court Coloring and Striping	SF	6120	$7.56	$46,267.20	Yes	
116			Baseball Field Infield Mix	SF	74591	$2.99	$223,027.09	Yes	
117			Synthetic Turf at Soccer Fields	SF	112644	$7.44	$838,071.36	Yes	
118			Plastic Nailer (Synthetic Turf)	LF	1334	$10.22	$13,633.48	Yes	
119			Synthetic Turf 6" Permeable Base	LS	1	$377,513.07	$377,513.07	Yes	
120			Dog Park Surface Mix	SF	43562	$5.58	$243,075.96	Yes	
121			SofSurfaces Resilient Rubberized Surfacing at Play Area	SF	6580	$47.91	$315,247.80	Yes	
122			Play Curb Header for Resilient Surfacing	LF	324	$29.51	$9,561.24	Yes	
123			Concrete Risers	LF	48	$181.27	$8,700.96	Yes	
124			Concrete Cheek Wall	LF	163	$471.23	$76,810.49	Yes	
125			Steel Handrail	LF	154	$296.12	$45,602.48	Yes	
126			6" Wide Concrete Mowcurb	LF	280	$26.86	$7,520.80	Yes	
127			42" Ht. Chain-link Fencing	LF	865	$79.24	$68,542.60	Yes	
128			5' Ht. Chain-link Fencing	LF	857	$84.60	$72,502.20	Yes	
129			8' Ht. Chain-link Outfield Fencing	LF	775	$170.44	$132,091.00	Yes	
130			8' Ht. Perimeter Chain-link Fencing	LF	645	$160.51	$103,528.95	Yes	
131			10' Ht. Chain-link Fencing	LF	1296	$166.37	$215,615.52	Yes	
132			5' Ht. Lodgepole Fencing	LF	258	$248.96	$64,231.68	Yes	
133			24' Ht. Netting Atop Chain-link Fencing	SF	23664	$45.67	$1,080,734.88	Yes	
134			Baseball Backstop Fencing and Netting	LS	1	$1,091,793.69	$1,091,793.69	Yes	
135			Baseball Dugout Fencing	LS	1	$162,613.43	$162,613.43	Yes	
136			Baseball Bullpen Fencing	LS	1	$283,358.63	$283,358.63	Yes	
137			Baseball Soft-toss Batting Cage	LS	1	$118,399.23	$118,399.23	Yes	
138			5'x8' Ht. Pedestrian Gate Within 10' Ht. Fencing	EA	14	$2,196.35	$30,748.90	Yes	
139			16'x42" Ht. Maintenance Gate	EA	1	$3,925.90	$3,925.90	Yes	
140			12'x10' Ht. Maintenance Gate	EA	3	$5,402.89	$16,208.67	Yes	
141			5'x5' Ht. Decorative Park Pedestrian Gate	EA	4	$11,041.58	$44,166.32	Yes	
142			5'x42" Ht. Pedestrian Gate	EA	3	$2,669.13	$8,007.39	Yes	
143			12'x5' Ht. Maintenance Gate	EA	3	$3,237.67	$9,713.01	Yes	
144			12'x8' Ht. Maintenance Gate	EA	1	$4,708.68	$4,708.68	Yes	
145			5'x8' Ht. Maintenance Gate	EA	8	$2,130.52	$17,044.16	Yes	
146			North Perimeter Fencing Chain-link Fabric	LF	1142	$40.70	$46,479.40	Yes	
147			Windscreen for North Perimeter Fencing	LF	1182	$19.65	$23,226.30	Yes	
148			Miracle Recreation Playground Equipment	LS	1	$193,104.44	$193,104.44	Yes	
149			Miracle Recreation Playground Equipment Installation	LS	1	$124,776.42	$124,776.42	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
150			Miracle Recreation Shade Sails	LS	1	$122,986.87	$122,986.87	Yes	
151			Miracle Recreation Shade Sails Installation	LS	1	$98,147.37	$98,147.37	Yes	
152			Greenfields Exercise Equipment	LS	1	$121,067.66	$121,067.66	Yes	
153			Greenfields Exercise Equipment Installation	LS	1	$21,708.14	$21,708.14	Yes	
154			ADA Parking Signage	EA	9	$688.23	$6,194.07	Yes	
155			Drinking Fountains with Dog Bowl	EA	4	$51,380.20	$205,520.80	Yes	
156			Dog Park Entry Pilaster	LS	1	$24,126.32	$24,126.32	Yes	
157			Dog Park Shade Umbrellas	EA	3	$30,649.36	$91,948.08	Yes	
158			Picnic Tables	EA	9	$2,832.69	$25,494.21	Yes	
159			Accessible Picnic Tables	EA	4	$2,852.40	$11,409.60	Yes	
160			26"x84" Contour Benches with Skateboard Resistant Bumps	EA	49	$2,701.25	$132,361.25	Yes	
161			Square Waste Receptacles	EA	46	$2,366.09	$108,840.14	Yes	
162			Ball Field Equipment (Bases, Plates, Batrack)	LS	1	$44,281.04	$44,281.04	Yes	
163			Scoreboards	EA	5	$71,194.08	$355,970.40	Yes	
164			Soccer Field Goal Pairs	EA	2	$11,022.98	$22,045.96	Yes	
165			Basketball Posts and Nets	EA	4	$9,188.08	$36,752.32	Yes	
166			Pickleball Posts and Nets	EA	3	$10,081.59	$30,244.77	Yes	
167			Volleyball Posts and Nets	EA	2	$6,517.74	$13,035.48	Yes	
168			24" Square Pedestal Service Table	EA	3	$2,241.21	$6,723.63	Yes	
169			Barbeques	EA	2	$5,668.56	$11,337.12	Yes	
170			Bleachers	EA	6	$18,113.61	$108,681.66	Yes	
171			Dugout Benches	EA	6	$2,482.12	$14,892.72	Yes	
172			Dog Park Play Equipment	LS	1	$35,171.68	$35,171.68	Yes	
173			DogiPot Dog Park Bag Dispenser & Post	EA	5	$1,907.69	$9,538.45	Yes	
174			Vehicular Pipe Gates	EA	3	$7,744.07	$23,232.21	Yes	
175			Restroom/Concession Building (Baseball Field Complex)	SF	1042	$1,077.00	$1,122,234.00	Yes	
176			Restroom Building (Southeast Lot)	SF	336	$1,329.29	$446,641.44	Yes	
177			Storage Building (Southeast Lot)	SF	336	$725.10	$243,633.60	Yes	
178			Storage Shed (Southeast Lot)	SF	90	$1,586.66	$142,799.40	Yes	
179			30'x30' 'Orlando' Model Entry Breezeway Shelter (Sotheast Lot)	EA	1	$121,364.08	$121,364.08	Yes	
180			30' 'Charleston' Model Hexagon Shade Structures	EA	2	$120,101.10	$240,202.20	Yes	
181			Bleacher Shade Structures & Installation	EA	6	$29,226.27	$175,357.62	Yes	
182			Exercise Equipment Fabric Shelter & Installation	EA	1	$119,337.52	$119,337.52	Yes	
183			Trash Enclosures	EA	2	$69,261.47	$138,522.94	Yes	
184			Park Monument Reader Board Sign	EA	1	$583,887.13	$583,887.13	Yes	
185			Existing Recreation Center Improvements	LS	1	$112,791.42	$112,791.42	Yes	
186			Turf Irrigation (Rotary)	SF	163987	$2.71	$444,404.77	Yes	
187			Shrub Irrigation (Bubbler/Rotary)	SF	62998	$1.44	$90,717.12	Yes	
188			Tree Irrigation (Bubbler)	EA	392	$98.16	$38,478.72	Yes	
189			Point of Connection & Controller Upgrade	LS	1	$186,300.46	$186,300.46	Yes	
190			Soil Preparation	SF	242140	$0.55	$133,177.00	Yes	
191			Soil Testing for Fertility and Agricultural Suitability	EA	3	$1,053.29	$3,159.87	Yes	
192			24" Box Trees	EA	124	$658.31	$81,630.44	Yes	
193			36" Box Trees	EA	72	$1,517.76	$109,278.72	Yes	
194			1 Gal. Container Planting	EA	1604	$13.95	$22,375.80	Yes	
195			5 Gal. Container Planting	EA	2095	$32.68	$68,464.60	Yes	
196			15 Gal. Container Planting	EA	184	$128.80	$23,699.20	Yes	
197			Install Turf Sod	SF	163987	$1.31	$214,822.97	Yes	
198			3" Mulch Layer in Landscape Areas	CY	583	$93.72	$54,638.76	Yes	
199			3" Mulch Layer in Utility Access Area	CY	140	$94.04	$13,165.60	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
200			90-Day Maintenance	SF	242140	$0.40	$96,856.00	Yes	
201			Allowance	LS	1	$750,000.00	$750,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Imported Items	**$23,622,495.34**
Grand Total	**$23,622,495.34**

CITY OF CARSON

PROPOSAL BID SHEET

FOR

CARRIAGE CREST PARK

BID SCHEDULE

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
Project Start Up					
1	Mobilization (2% of Base Bid)	1	LS	$277,541.84	$277,541.84
2	Temporary Construction Chain-link Fence	2,250	LF	$12.80	$28,800.00
General Civil Construction					
3	A.C./A.B. Pavement at Parking Stalls	32,550	SF	$6.85	$222,967.50
4	A.C./A.B. Pavement at Drive Aisles	44,000	SF	$7.42	$326,480.00
5	P.C.C. Curb	3,060	LF	$27.33	$83,629.80
6	P.C.C. Curb and Gutter	100	LF	$44.61	$4,461.00
7	Curb Face Transition	30	LF	$26.53	$795.90
8	Curb Ramp	5	EA	$4,193.82	$20,969.10
9	Full-Depth A.C. Pavement	130	LF	$32.22	$4,188.60
10	3-Foot Wide V-Gutter	985	LF	$47.27	$46,560.95
11	Commercial Driveway	3	EA	$4,354.00	$13,062.00
12	Replacement Curb & Gutter	26	LF	$47.62	$1,238.12
13	Local Depression	1	EA	$1,728.87	$1,728.87
14	Mountable Curb	28	LF	$39.98	$1,119.44
15	Step-out Curb	900	LF	$43.54	$39,186.00
16	1-Foot Wide V-Ditch	410	LF	$116.77	$47,875.70
17	Parking Lot Striping	1	LS	$24,380.04	$24,380.04
18	City Street Curb & Gutter Replacement as requested by City	1	LF	$47.28	$47.28
19	City Street Sidewalk Replacement as requested by City	1	SF	$24.39	$24.39
20	Retaining Wall & Gutter	410	LF	$454.31	$186,267.10
Storm Drain Construction					
21	Atrium Drain	23	EA	$160.28	$3,686.44

22	Catch Basin and Grate	46	EA	$1,259.37	$57,931.02
23	4” PVC Storm Drain	3,325	LF	$29.50	$98,087.50
24	8” PVC Storm Drain	865	LF	$6.70	$5,795.50
25	12” PVC Storm Drain	810	LF	$130.04	$105,332.40
26	18” HDPE Storm Drain	970	LF	$142.52	$138,244.40
27	Storm Drain Clean Out	10	EA	$987.46	$9,874.60
28	Connect to Existing Maintenance Shaft	2	EA	$8,228.82	$16,457.64
29	MWS Units	2	EA	$246,864.56	$493,729.12
30	Rubber Surface Drain	1	EA	$1,974.92	$1,974.92
31	Grating Catch Basin	1	EA	$2,633.22	$2,633.22
32	Curb Opening Catch Basin	1	EA	$16,457.64	$16,457.64
33	4” Perforated Subdrain at Fields	825	LF	$27.13	$22,382.25
34	4” Subdrain at Walls	710	LF	$27.82	$19,752.20
35	Connect to Subdrain	5	EA	$342.32	$1,711.60
36	Storm Drain Manhole	3	EA	$19,749.17	$59,247.51
37	Connect to HDPE Pipe	9	EA	$658.31	$5,924.79
38	Inlet at V-Ditch	2	EA	$1,119.12	$2,238.24
Utility Construction					
39	Asphalt Concrete Trench Replacement	5	LF	$239.37	$1,196.85
40	Blanket Protection for Pipes	1	EA	$2,470.71	$2,470.71
Public Water:					
41	Connect to Existing Water Main	1	EA	$7,790.79	$7,790.79
42	2” Water Service	1	EA	$5,061.43	$5,061.43
Private Water:					
43	2” Reduced Pressure Backflow Preventor	1	EA	$6,915.48	$6,915.48
44	2.5” PVC Water Line	385	LF	$87.92	$33,849.20
45	2” PVC Water Line	545	LF	$76.59	$41,741.55
46	½” PVC Water Line	390	LF	$72.98	$28,462.20
47	Connect to Building	2	EA	$2,494.38	$4,988.76

Private Sewer:					
48	Connect to Existing Sewer Main	2	EA	$5,085.38	$10,170.76
49	4” PVC Sewer Line	460	LF	$64.25	$29,555.00
50	Sewer Clean Out	6	EA	$1,025.36	$6,152.16
51	Connect to Building	2	EA	$1,579.28	$3,158.56
Demolition/Removal					
52	Clear and Grub of Turf and Landscape Areas, Pulverize Turf	117,993	SF	$0.77	$90,854.61
53	Clear and Grub of Expansion Area, Complete	445,415	SF	$0.52	$231,615.80
54	Remove Existing Irrigation Pump House, Lateral, Heads, Valves, Cap Existing Mainline	117,993	SF	$0.15	$17,698.95
55	Remove Existing Trees	45	EA	$1,402.38	$63,107.10
56	Remove Existing Shaded Picnic Shelters	2	EA	$7,692.93	$15,385.86
57	Remove Existing Sand in Play Area	275	SF	$17.22	$4,735.50
58	Remove Resilient Rubberized Surfacing in Play Area	4,395	SF	$3.41	$14,986.95
59	Remove Existing Play Equipment and Footings	1	LS	$10,252.14	$10,252.14
60	Remove Existing North Perimeter Fencing Fabric Only	449	LF	$14.83	$6,658.67
61	Remove Existing North Perimeter Fencing and Barbed Wire	694	LF	$19.13	$13,276.22
62	Remove Existing East Perimeter Fencing	739	LF	$19.08	$14,100.12
63	Remove Existing South Perimeter Fencing and Gate	135	LF	$23.06	$3,113.10
64	Remove Existing Baseball Chain-link Fence and Curb	750	LF	$19.06	$14,295.00
65	Remove Steel Railing at Existing Restroom and Concession Building	38	LF	$26.84	$1,019.92
66	Demolition and Removal of Existing Concrete Paving	28,765	SF	$3.50	$100,677.50
67	Remove Existing Basketball Hoops	3	EA	$1,515.38	$4,546.14
68	Remove Existing Trash Enclosures and Concrete Pad	1	LS	$7,431.67	$7,431.67
69	Demolition and Removal of Existing Restroom and Concessions Building	1,065	SF	$17.21	$18,328.65
70	Demolition and Removal of Existing Concrete Curb	588	LF	$17.11	$10,060.68
71	Demolition and Removal of Existing A.C. Paving	16,204	SF	$4.97	$80,533.88

72	Demolition and Removal of ADA Parking Signage	2	EA	$271.96	$543.92
73	Removal and Relocation of Bike Rack	4	EA	$255.53	$1,022.12
74	Remove Existing Waste Receptacles	3	EA	$489.78	$1,469.34
75	Remove Existing Drinking Fountains	3	EA	$489.78	$1,469.34
76	Removal of Misc. Site Furnishings (Bleachers, Benches, Etc.)	1	LS	$6,555.87	$6,555.87
77	Demolition and Removal of Existing Sports Lighting	9	EA	$3,607.42	$32,466.78
78	Demolition and Removal of Existing Park Security Lighting	5	EA	$1,399.64	$6,998.20
79	Demolition and Removal of Existing Park Monument Sign	1	LS	$4,263.72	$4,263.72
80	Remove and Salvage Existing Scoreboards	1	LS	$5,179.42	$5,179.42
81	Demolition and Removal of Existing DG Pathway	7,500	SF	$3.52	$26,400.00
82	Demolition and Removal of Existing DG Concrete Edging	458	LF	$11.95	$5,473.10
83	Demolition and Removal of Existing Vehicular Gate	2	EA	$2,122.88	$4,245.76
84	Demolition and Removal of Existing Handball Wall	24	LF	$329.10	$7,898.40
85	Demolition and Removal of CMU Planter Seat Wall	137	LF	$64.78	$8,874.86
86	Removal and Relocation of Existing Street Light	1	LS	$13,756.95	$13,756.95
87	Soil Removal, Stockpiling, & Disposal to Landfill as Non-RCRA Hazardous Soil	2,628	CY	$224.31	$589,486.68
Grading/Drainage					
88	Erosion Control	1	LS	$156,167.38	$156,167.38
89	Cut	14,800	CY	$22.32	$330,336.00
90	Fill	2,800	CY	$22.32	$62,496.00
91	Export	12,000	CY	$48.56	$582,720.00
92	Fine Grading	640,000	SF	$0.30	$192,000.00
93	8” HDPE Storm Drain (Synthetic Turf)	654	LF	$211.85	$138,549.90
94	12” HDPE Storm Drain (Synthetic Turf)	975	LF	$152.01	$148,209.75
95	1”x12” Flat Drains (Synthetic Turf)	1,500	LF	$16.76	$25,140.00
96	Nyoplast Basins (Synthetic Turf)	6	EA	$8,079.20	$48,475.20

97	Subgrade & Subdrain Liner (Synthetic Turf)	1	LS	$77,376.03	$77,376.03
98	Subgrade Treatment (Synthetic Turf)	112,643	SF	$1.59	$179,102.37
99	Overexcavation & Compaction	4,500	CY	$13.96	$62,820.00
Electrical/Lighting					
100	Musco Sports Field Lighting	22	EA	$59,367.19	$1,306,078.18
101	Musco Court Lighting	6	EA	$30,521.44	$183,128.64
102	Electrical Service and Main Switchboard	1	LS	$246,565.33	$246,565.33
103	Park Security Lighting	50	EA	$7,145.61	$357,280.50
104	Parking Lot Lighting – Single Head	6	EA	$7,660.28	$45,961.68
105	Parking Lot Lighting – Twin Head	4	EA	$8,139.05	$32,556.20
106	Branch Circuit Conduit and Wiring, Pull Boxes, Distribution, Etc.	1	LS	$784,580.47	$784,580.47
107	Shade Shelter Lighting and Power Outlets	1	LS	$35,907.57	$35,907.57
Hardscape					
108	Natural Gray Concrete Paving	66,200	SF	$8.65	$572,630.00
109	Decomposed Granite Paving	11,342	SF	$5.28	$59,885.76
110	6” Wide DG Paving Concrete Header	1,253	LF	$22.75	$28,505.75
111	12” Wide Concrete Mowcurb Under Fencing	2,646	LF	$32.57	$86,180.22
112	Basketball Court Concrete Paving	9,400	SF	$13.33	$125,302.00
113	Basketball Court Plexipave Court Coloring and Striping	9,400	SF	$4.18	$39,292.00
114	Pickleball Court Concrete Paving	6,120	SF	$13.48	$82,497.60
115	Pickleball Court Plexipave Court Coloring and Striping	6,120	SF	$7.56	$46,267.20
116	Baseball Field Infield Mix	74,591	SF	$2.99	$223,027.09
117	Synthetic Turf at Soccer Fields	112,644	SF	$7.44	$838,071.36
118	Plastic Nailer (Synthetic Turf)	1,334	LF	$10.22	$13,633.48
119	Synthetic Turf 6” Permeable Base	1	LS	$377,513.07	$377,513.07
120	Dog Park Surface Mix	43,562	SF	$5.58	$243,075.96
121	SofSurfaces Resilient Rubberized Surfacing at Play Area	6,580	SF	$47.91	$315,247.80
122	Play Curb Header for Resilient Surfacing	324	LF	$29.51	$9,561.24
123	Concrete Risers	48	LF	$181.27	$8,700.96

124	Concrete Cheek Wall	163	LF	$471.23	$76,810.49
125	Steel Handrail	154	LF	$296.12	$45,602.48
126	6” Wide Concrete Mowcurb	280	LF	$26.86	$7,520.80
Fencing					
127	42” Ht. Chain-link Fencing	865	LF	$79.24	$68,542.60
128	5’ Ht. Chain-link Fencing	857	LF	$84.60	$72,502.20
129	8’ Ht. Chain-link Outfield Fencing	775	LF	$170.44	$132,091.00
130	8’ Ht. Perimeter Chain-link Fencing	645	LF	$160.51	$103,528.95
131	10’ Ht. Chain-link Fencing	1,296	LF	$166.37	$215,615.52
132	5’ Ht. Lodgepole Fencing	258	LF	$248.96	$64,231.68
133	24’ Ht. Netting Atop Chain-link Fencing	23,664	SF	$45.67	$1,080,734.88
134	Baseball Backstop Fencing and Netting	1	LS	$1,091,793.69	$1,091,793.69
135	Baseball Dugout Fencing	1	LS	$162,613.43	$162,613.43
136	Baseball Bullpen Fencing	1	LS	$283,358.63	$283,358.63
137	Baseball Soft-toss Batting Cage	1	LS	$118,399.23	$118,399.23
138	5’x8’ Ht. Pedestrian Gate Within 10’ Ht. Fencing	14	EA	$2,196.35	$30,748.90
139	16’x42” Ht. Maintenance Gate	1	EA	$3,925.90	$3,925.90
140	12’x10’ Ht. Maintenance Gate	3	EA	$5,402.89	$16,208.67
141	5’x5’ Ht. Decorative Park Pedestrian Gate	4	EA	$11,041.58	$44,166.32
142	5’x42” Ht. Pedestrian Gate	3	EA	$2,669.13	$8,007.39
143	12’x5’ Ht. Maintenance Gate	3	EA	$3,237.67	$9,713.01
144	12’x8’ Ht. Maintenance Gate	1	EA	$4,708.68	$4,708.68
145	5’x8’ Ht. Maintenance Gate	8	EA	$2,130.52	$17,044.16
146	North Perimeter Fencing Chain-link Fabric	1,142	LF	$40.70	$46,479.40
147	Windscreen for North Perimeter Fencing	1,182	LF	$19.65	$23,226.30
Site Furnishings					
148	Miracle Recreation Playground Equipment	1	LS	$193,104.44	$193,104.44
149	Miracle Recreation Playground Equipment Installation	1	LS	$124,776.42	$124,776.42
150	Miracle Recreation Shade Sails	1	LS	$122,986.87	$122,986.87

151	Miracle Recreation Shade Sails Installation	1	LS	$98,147.37	$98,147.37
152	Greenfields Exercise Equipment	1	LS	$121,067.66	$121,067.66
153	Greenfields Exercise Equipment Installation	1	LS	$21,708.14	$21,708.14
154	ADA Parking Signage	9	EA	$688.23	$6,194.07
155	Drinking Fountains with Dog Bowl	4	EA	$12,845.05	$51,380.20
156	Dog Park Entry Pilaster	1	LS	$24,126.32	$24,126.32
157	Dog Park Shade Umbrellas	3	EA	$30,649.36	$91,948.08
158	Picnic Tables	9	EA	$2,832.69	$25,494.21
159	Accessible Picnic Tables	4	EA	$2,852.40	$11,409.60
160	26”x84” Contour Benches with Skateboard Resistant Bumps	49	EA	$2,701.25	$132,361.25
161	Square Waste Receptacles	46	EA	$2,366.09	$108,840.14
162	Ball Field Equipment (Bases, Plates, Batrack)	1	LS	$44,281.04	$44,281.04
163	Scoreboards	5	EA	$71,194.08	$355,970.40
164	Soccer Field Goal Pairs	2	EA	$11,022.98	$22,045.96
165	Basketball Posts and Nets	4	EA	$9,188.08	$36,752.32
166	Pickleball Posts and Nets	3	EA	$10,081.59	$30,244.77
167	Volleyball Posts and Nets	2	EA	$6,517.74	$13,035.48
168	24” Square Pedestal Service Table	3	EA	$2,241.21	$6,723.63
169	Barbeques	2	EA	$5,668.56	$11,337.12
170	Bleachers	6	EA	$18,113.61	$108,681.66
171	Dugout Benches	6	EA	$2,482.12	$14,892.72
172	Dog Park Play Equipment	1	LS	$35,171.68	$35,171.68
173	DogiPot Dog Park Bag Dispenser & Post	5	EA	$1,907.69	$9,538.45
174	Vehicular Pipe Gates	3	EA	$7,744.07	$23,232.21
Architecture					
175	Restroom/Concession Building (Baseball Field Complex)	1,042	SF	$1,077.00	$1,122,234.00
176	Restroom Building (Southeast Lot)	336	SF	$1,329.29	$446,641.44
177	Storage Building (Southeast Lot)	336	SF	$725.10	$243,633.60
178	Storage Shed (Southeast Lot)	90	SF	$1,586.66	$142,799.40
179	30’x30’ ‘Orlando’ Model Entry	1	EA	$121,364.08	$121,364.08

	Breezeway Shelter (Southeast Lot)				
180	30' 'Charleston' Model Hexagon Shade Structures	2	EA	$120,101.10	$240,202.20
181	Bleacher Shade Structures & Installation	6	EA	$29,226.27	$175,357.62
182	Exercise Equipment Fabric Shelter & Installation	1	EA	$119,337.52	$119,337.52
183	Trash Enclosures	2	EA	$69,261.47	$138,522.94
184	Park Monument Reader Board Sign	1	EA	$583,887.13	$583,887.13
185	Existing Recreation Center Improvements	1	LS	$112,791.42	$112,791.42
Irrigation					
186	Turf Irrigation (Rotary)	163,987	SF	$2.71	$444,404.77
187	Shrub Irrigation (Bubbler/Rotary)	62,998	SF	$1.44	$90,717.12
188	Tree Irrigation (Bubbler)	392	EA	$198.16	$77,678.72
189	Point of Connection & Controller Upgrade	1	LS	$186,300.46	$186,300.46
Landscape					
190	Soil Preparation	242,140	SF	$0.55	$133,177.00
191	Soil Testing for Fertility and Agricultural Suitability	3	EA	$1,053.29	$3,159.87
192	24" Box Trees	124	EA	$658.31	$81,630.44
193	36" Box Trees	72	EA	$1,517.76	$109,278.72
194	1 Gal. Container Planting	1,604	EA	$13.95	$22,375.80
195	5 Gal. Container Planting	2,095	EA	$32.68	$68,464.60
196	15 Gal. Container Planting	184	EA	$128.80	$23,699.20
197	Install Turf Sod	163,987	SF	$1.31	$214,822.97
198	3" Mulch Layer in Landscape Areas	583	CY	$93.72	$54,638.76
199	3" Mulch Layer in Utility Access Area	140	CY	$94.04	$13,165.60
200	90-Day Maintenance	242,140	SF	$0.40	$96,856.00
201	Allowance	1	LS	$ 750,000	$ 750,000
TOTAL BASE BID AMOUNT		FIGURES	$23,468,091.58		
		WORDS	See Below		

Twenty Three Million Four Hundred Sixty Eight Thousand Ninety One and 58/100 Dollars,

said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Section 20174, it is agreed a portion equal to the difference between the low bid and bid submitted by the second lowest responsible bidder shall be retained as liquidated damages by the Owner if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance and endorsements within the time provided and Owner awards the Contract to the second lowest responsible bidder. The surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety on the bidder's bond if a bond is used.

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

COMPANY Urban Habitat

SIGNED Brett Brennan DATE August 22,2024

BID

SCHEDULE OF BID ITEMS
PROJECT NO. 1368
Carriage Crest Park Expansion and Improvements

NOTE:

All amounts and totals in bid sheet will be subject to verification by the City. In case of variation between the unit price and the totals shown by the bidder, the unit price will be considered as the price.

The information given in the bid sheets is supplied to give an indication of the general scope of work but the accuracy of these figures is not guaranteed. It is understood the information given above is solely for the purpose of comparison of bids and the Contractor's compensation will be computed upon the basis of actual quantities in the complete work, whether they be more or less than those shown herein.

The City has the right to increase or decrease any item in accordance with the Standard Specifications, and also to delete any item from this contract.

The undersigned agrees to execute the contract agreements form and complete the work in every detail as specified in the Contract Documents.

however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

AWARD OF CONTRACT: Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business &Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded).

SUBCONTRACTOR'S LIST: Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4113 of the Public Contract Code of the State of the California and any amendments thereto, and Title 49, Section 26.11 of the Code of Federal Regulations, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation, and the portion of the work which will be done by each subcontractor for each subcontract in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or, in the case of bids or offers for the construction of city parks and city facilities, in excess of one-half (1/2) of one percent (1%) ofthe prime contractor's total bid or $10,000, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the City consents to the substitution, or as otherwise allowed under law.

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of **"A"** in accordance with provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California and the Prime Contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a City business license.

CITY'S RIGHTS RESERVED: The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsible bidder.

ENHANCED ELECTRICAL SAFETY POLICY: Bidders are advised that all work on this project shall be conducted in compliance with the requirements in the Enhanced Electrical Safety Policy adopted by the City on February 1, 2011, which are included in the Special Provisions, and made part of, the Contract Documents for this project.

PROJECT LABOR AGREEMENT (PLA): To be responsive to this Notice, Bids for this project must be presented taking into account the requirements of the current Project Labor

Irrigation					
179	Turf Irrigation (Rotary)	153,645	SF	$	$
180	Shrub Irrigation (Bubbler/Rotary)	75,161	SF	$	$
181	Tree Irrigation (Bubbler)	392	EA	$	$
182	Point of Connection & Controller Upgrade	1	LS	$	$
Landscape					
183	Soil Preparation	228,806	SF	$	$
184	Soil Testing for Fertility and Agricultural Suitability	3	EA	$	$
185	24” Box Trees	124	EA	$	$
186	36” Box Trees	72	EA	$	$
187	1 Gal. Container Planting	1,604	EA	$	$
188	5 Gal. Container Planting	2,095	EA	$	$
189	15 Gal. Container Planting	184	EA	$	$
190	Install Turf Sod	153,645	SF	$	$
191	3” Mulch Layer in Landscape Areas	696	CY	$	$
192	3” Mulch Layer in Utility Access Area	138	CY	$	$
193	90-Day Maintenance	228,806	SF	$	$
194	Allowance	1	LS	$750,000	$750,000
TOTAL BASE BID AMOUNT		FIGURES			
		WORDS			

The undersigned agrees that these Contract Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of days indicated in the Invitation for Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the owner and another contractor, whichever is earlier. The undersigned also agrees that if there is a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern. In case of any discrepancy between the unit price and the extended total, the unit price shall prevail.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
URBAN HABITAT

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between the City of Carson, a California charter city ("**City**") and Urban Habitat, 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 Project No. 1368 Carriage Crest Park Expansion and Improvements ("**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, 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 for 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 plus any additional subsequent contingency approved by the City Council, 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 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 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 **Twenty Three Million Four Hundred Sixty Eight Thousand Ninety One Dollars and Fifty Eight Cents ($23,468,091.58)** ("**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 One Hundred Eighty (180) working 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 ($7,500.00) 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:

Brett Brennan	CEO/Secretary
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(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 Raymond Velasco, P.E., Public Works Operations Manager, 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

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

URBAN HABITAT, a California corporation

*By: _____
Name: Brett Brennan
Title: CEO/Secretary

Address: 47250 Washington St., Unit B
La Quinta, CA 92247

***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

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____
_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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

☐ 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

CONTRACTOR'S BID

BID SCHEDULE

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
Project Start Up					
1	Mobilization (2% of Base Bid)	1	LS	$277,541.84	$277,541.84
2	Temporary Construction Chain-link Fence	2,250	LF	$12.80	$28,800.00
General Civil Construction					
3	A.C./A.B. Pavement at Parking Stalls	32,550	SF	$6.85	$222,967.50
4	A.C./A.B. Pavement at Drive Aisles	44,000	SF	$7.42	$326,480.00
5	P.C.C. Curb	3,060	LF	$27.33	$83,629.80
6	P.C.C. Curb and Gutter	100	LF	$44.61	$4,461.00
7	Curb Face Transition	30	LF	$26.53	$795.90
8	Curb Ramp	5	EA	$4,193.82	$20,969.10
9	Full-Depth A.C. Pavement	130	LF	$32.22	$4,188.60
10	3-Foot Wide V-Gutter	985	LF	$47.27	$46,560.95
11	Commercial Driveway	3	EA	$4,354.00	$13,062.00
12	Replacement Curb & Gutter	26	LF	$47.62	$1,238.12
13	Local Depression	1	EA	$1,728.87	$1,728.87
14	Mountable Curb	28	LF	$39.98	$1,119.44
15	Step-out Curb	900	LF	$43.54	$39,186.00
16	1-Foot Wide V-Ditch	410	LF	$116.77	$47,875.70
17	Parking Lot Striping	1	LS	$24,380.04	$24,380.04
18	City Street Curb & Gutter Replacement as requested by City	1	LF	$47.28	$47.28
19	City Street Sidewalk Replacement as requested by City	1	SF	$24.39	$24.39
20	Retaining Wall & Gutter	410	LF	$454.31	$186,267.10
Storm Drain Construction					
21	Atrium Drain	23	EA	$160.28	$3,686.44

22	Catch Basin and Grate	46	EA	$1,259.37	$57,931.02
23	4" PVC Storm Drain	3,325	LF	$29.50	$98,087.50
24	8" PVC Storm Drain	865	LF	$6.70	$5,795.50
25	12" PVC Storm Drain	810	LF	$130.04	$105,332.40
26	18" HDPE Storm Drain	970	LF	$142.52	$138,244.40
27	Storm Drain Clean Out	10	EA	$987.46	$9,874.60
28	Connect to Existing Maintenance Shaft	2	EA	$8,228.82	$16,457.64
29	MWS Units	2	EA	$246,864.56	$493,729.12
30	Rubber Surface Drain	1	EA	$1,974.92	$1,974.92
31	Grating Catch Basin	1	EA	$2,633.22	$2,633.22
32	Curb Opening Catch Basin	1	EA	$16,457.64	$16,457.64
33	4" Perforated Subdrain at Fields	825	LF	$27.13	$22,382.25
34	4" Subdrain at Walls	710	LF	$27.82	$19,752.20
35	Connect to Subdrain	5	EA	$342.32	$1,711.60
36	Storm Drain Manhole	3	EA	$19,749.17	$59,247.51
37	Connect to HDPE Pipe	9	EA	$658.31	$5,924.79
38	Inlet at V-Ditch	2	EA	$1,119.12	$2,238.24
Utility Construction					
39	Asphalt Concrete Trench Replacement	5	LF	$239.37	$1,196.85
40	Blanket Protection for Pipes	1	EA	$2,470.71	$2,470.71
Public Water:					
41	Connect to Existing Water Main	1	EA	$7,790.79	$7,790.79
42	2" Water Service	1	EA	$5,061.43	$5,061.43
Private Water:					
43	2" Reduced Pressure Backflow Preventor	1	EA	$6,915.48	$6,915.48
44	2.5" PVC Water Line	385	LF	$87.92	$33,849.20
45	2" PVC Water Line	545	LF	$76.59	$41,741.55
46	½" PVC Water Line	390	LF	$72.98	$28,462.20
47	Connect to Building	2	EA	$2,494.38	$4,988.76

Private Sewer:					
48	Connect to Existing Sewer Main	2	EA	$5,085.38	$10,170.76
49	4" PVC Sewer Line	460	LF	$64.25	$29,555.00
50	Sewer Clean Out	6	EA	$1,025.36	$6,152.16
51	Connect to Building	2	EA	$1,579.28	$3,158.56
Demolition/Removal					
52	Clear and Grub of Turf and Landscape Areas, Pulverize Turf	117,993	SF	$0.77	$90,854.61
53	Clear and Grub of Expansion Area, Complete	445,415	SF	$0.52	$231,615.80
54	Remove Existing Irrigation Pump House, Lateral, Heads, Valves, Cap Existing Mainline	117,993	SF	$0.15	$17,698.95
55	Remove Existing Trees	45	EA	$1,402.38	$63,107.10
56	Remove Existing Shaded Picnic Shelters	2	EA	$7,692.93	$15,385.86
57	Remove Existing Sand in Play Area	275	SF	$17.22	$4,735.50
58	Remove Resilient Rubberized Surfacing in Play Area	4,395	SF	$3.41	$14,986.95
59	Remove Existing Play Equipment and Footings	1	LS	$10,252.14	$10,252.14
60	Remove Existing North Perimeter Fencing Fabric Only	449	LF	$14.83	$6,658.67
61	Remove Existing North Perimeter Fencing and Barbed Wire	694	LF	$19.13	$13,276.22
62	Remove Existing East Perimeter Fencing	739	LF	$19.08	$14,100.12
63	Remove Existing South Perimeter Fencing and Gate	135	LF	$23.06	$3,113.10
64	Remove Existing Baseball Chain-link Fence and Curb	750	LF	$19.06	$14,295.00
65	Remove Steel Railing at Existing Restroom and Concession Building	38	LF	$26.84	$1,019.92
66	Demolition and Removal of Existing Concrete Paving	28,765	SF	$3.50	$100,677.50
67	Remove Existing Basketball Hoops	3	EA	$1,515.38	$4,546.14
68	Remove Existing Trash Enclosures and Concrete Pad	1	LS	$7,431.67	$7,431.67
69	Demolition and Removal of Existing Restroom and Concessions Building	1,065	SF	$17.21	$18,328.65
70	Demolition and Removal of Existing Concrete Curb	588	LF	$17.11	$10,060.68
71	Demolition and Removal of Existing A.C. Paving	16,204	SF	$4.97	$80,533.88

72	Demolition and Removal of ADA Parking Signage	2	EA	$271.96	$543.92
73	Removal and Relocation of Bike Rack	4	EA	$255.53	$1,022.12
74	Remove Existing Waste Receptacles	3	EA	$489.78	$1,469.34
75	Remove Existing Drinking Fountains	3	EA	$489.78	$1,469.34
76	Removal of Misc. Site Furnishings (Bleachers, Benches, Etc.)	1	LS	$6,555.87	$6,555.87
77	Demolition and Removal of Existing Sports Lighting	9	EA	$3,607.42	$32,466.78
78	Demolition and Removal of Existing Park Security Lighting	5	EA	$1,399.64	$6,998.20
79	Demolition and Removal of Existing Park Monument Sign	1	LS	$4,263.72	$4,263.72
80	Remove and Salvage Existing Scoreboards	1	LS	$5,179.42	$5,179.42
81	Demolition and Removal of Existing DG Pathway	7,500	SF	$3.52	$26,400.00
82	Demolition and Removal of Existing DG Concrete Edging	458	LF	$11.95	$5,473.10
83	Demolition and Removal of Existing Vehicular Gate	2	EA	$2,122.88	$4,245.76
84	Demolition and Removal of Existing Handball Wall	24	LF	$329.10	$7,898.40
85	Demolition and Removal of CMU Planter Seat Wall	137	LF	$64.78	$8,874.86
86	Removal and Relocation of Existing Street Light	1	LS	$13,756.95	$13,756.95
87	Soil Removal, Stockpiling, & Disposal to Landfill as Non-RCRA Hazardous Soil	2,628	CY	$224.31	$589,486.68
Grading/Drainage					
88	Erosion Control	1	LS	$156,167.38	$156,167.38
89	Cut	14,800	CY	$22.32	$330,336.00
90	Fill	2,800	CY	$22.32	$62,496.00
91	Export	12,000	CY	$48.56	$582,720.00
92	Fine Grading	640,000	SF	$0.30	$192,000.00
93	8" HDPE Storm Drain (Synthetic Turf)	654	LF	$211.85	$138,549.90
94	12" HDPE Storm Drain (Synthetic Turf)	975	LF	$152.01	$148,209.75
95	1"x12" Flat Drains (Synthetic Turf)	1,500	LF	$16.76	$25,140.00
96	Nyoplast Basins (Synthetic Turf)	6	EA	$8,079.20	$48,475.20

97	Subgrade & Subdrain Liner (Synthetic Turf)	1	LS	$77,376.03	$77,376.03
98	Subgrade Treatment (Synthetic Turf)	112,643	SF	$1.59	$179,102.37
99	Overexcavation & Compaction	4,500	CY	$13.96	$62,820.00
Electrical/Lighting					
100	Musco Sports Field Lighting	22	EA	$59,367.19	$1,306,078.18
101	Musco Court Lighting	6	EA	$30,521.44	$183,128.64
102	Electrical Service and Main Switchboard	1	LS	$246,565.33	$246,565.33
103	Park Security Lighting	50	EA	$7,145.61	$357,280.50
104	Parking Lot Lighting – Single Head	6	EA	$7,660.28	$45,961.68
105	Parking Lot Lighting – Twin Head	4	EA	$8,139.05	$32,556.20
106	Branch Circuit Conduit and Wiring, Pull Boxes, Distribution, Etc.	1	LS	$784,580.47	$784,580.47
107	Shade Shelter Lighting and Power Outlets	1	LS	$35,907.57	$35,907.57
Hardscape					
108	Natural Gray Concrete Paving	66,200	SF	$8.65	$572,630.00
109	Decomposed Granite Paving	11,342	SF	$5.28	$59,885.76
110	6" Wide DG Paving Concrete Header	1,253	LF	$22.75	$28,505.75
111	12" Wide Concrete Mowcurb Under Fencing	2,646	LF	$32.57	$86,180.22
112	Basketball Court Concrete Paving	9,400	SF	$13.33	$125,302.00
113	Basketball Court Plexipave Court Coloring and Striping	9,400	SF	$4.18	$39,292.00
114	Pickleball Court Concrete Paving	6,120	SF	$13.48	$82,497.60
115	Pickleball Court Plexipave Court Coloring and Striping	6,120	SF	$7.56	$46,267.20
116	Baseball Field Infield Mix	74,591	SF	$2.99	$223,027.09
117	Synthetic Turf at Soccer Fields	112,644	SF	$7.44	$838,071.36
118	Plastic Nailer (Synthetic Turf)	1,334	LF	$10.22	$13,633.48
119	Synthetic Turf 6" Permeable Base	1	LS	$377,513.07	$377,513.07
120	Dog Park Surface Mix	43,562	SF	$5.58	$243,075.96
121	SofSurfaces Resilient Rubberized Surfacing at Play Area	6,580	SF	$47.91	$315,247.80
122	Play Curb Header for Resilient Surfacing	324	LF	$29.51	$9,561.24
123	Concrete Risers	48	LF	$181.27	$8,700.96

124	Concrete Cheek Wall	163	LF	$471.23	$76,810.49
125	Steel Handrail	154	LF	$296.12	$45,602.48
126	6" Wide Concrete Mowcurb	280	LF	$26.86	$7,520.80
Fencing					
127	42" Ht. Chain-link Fencing	865	LF	$79.24	$68,542.60
128	5' Ht. Chain-link Fencing	857	LF	$84.60	$72,502.20
129	8' Ht. Chain-link Outfield Fencing	775	LF	$170.44	$132,091.00
130	8' Ht. Perimeter Chain-link Fencing	645	LF	$160.51	$103,528.95
131	10' Ht. Chain-link Fencing	1,296	LF	$166.37	$215,615.52
132	5' Ht. Lodgepole Fencing	258	LF	$248.96	$64,231.68
133	24' Ht. Netting Atop Chain-link Fencing	23,664	SF	$45.67	$1,080,734.88
134	Baseball Backstop Fencing and Netting	1	LS	$1,091,793.69	$1,091,793.69
135	Baseball Dugout Fencing	1	LS	$162,613.43	$162,613.43
136	Baseball Bullpen Fencing	1	LS	$283,358.63	$283,358.63
137	Baseball Soft-toss Batting Cage	1	LS	$118,399.23	$118,399.23
138	5'x8' Ht. Pedestrian Gate Within 10' Ht. Fencing	14	EA	$2,196.35	$30,748.90
139	16'x42" Ht. Maintenance Gate	1	EA	$3,925.90	$3,925.90
140	12'x10' Ht. Maintenance Gate	3	EA	$5,402.89	$16,208.67
141	5'x5' Ht. Decorative Park Pedestrian Gate	4	EA	$11,041.58	$44,166.32
142	5'x42" Ht. Pedestrian Gate	3	EA	$2,669.13	$8,007.39
143	12'x5' Ht. Maintenance Gate	3	EA	$3,237.67	$9,713.01
144	12'x8' Ht. Maintenance Gate	1	EA	$4,708.68	$4,708.68
145	5'x8' Ht. Maintenance Gate	8	EA	$2,130.52	$17,044.16
146	North Perimeter Fencing Chain-link Fabric	1,142	LF	$40.70	$46,479.40
147	Windscreen for North Perimeter Fencing	1,182	LF	$19.65	$23,226.30
Site Furnishings					
148	Miracle Recreation Playground Equipment	1	LS	$193,104.44	$193,104.44
149	Miracle Recreation Playground Equipment Installation	1	LS	$124,776.42	$124,776.42
150	Miracle Recreation Shade Sails	1	LS	$122,986.87	$122,986.87

151	Miracle Recreation Shade Sails Installation	1	LS	$98,147.37	$98,147.37
152	Greenfields Exercise Equipment	1	LS	$121,067.66	$121,067.66
153	Greenfields Exercise Equipment Installation	1	LS	$21,708.14	$21,708.14
154	ADA Parking Signage	9	EA	$688.23	$6,194.07
155	Drinking Fountains with Dog Bowl	4	EA	$12,845.05	$51,380.20
156	Dog Park Entry Pilaster	1	LS	$24,126.32	$24,126.32
157	Dog Park Shade Umbrellas	3	EA	$30,649.36	$91,948.08
158	Picnic Tables	9	EA	$2,832.69	$25,494.21
159	Accessible Picnic Tables	4	EA	$2,852.40	$11,409.60
160	26"x84" Contour Benches with Skateboard Resistant Bumps	49	EA	$2,701.25	$132,361.25
161	Square Waste Receptacles	46	EA	$2,366.09	$108,840.14
162	Ball Field Equipment (Bases, Plates, Batrack)	1	LS	$44,281.04	$44,281.04
163	Scoreboards	5	EA	$71,194.08	$355,970.40
164	Soccer Field Goal Pairs	2	EA	$11,022.98	$22,045.96
165	Basketball Posts and Nets	4	EA	$9,188.08	$36,752.32
166	Pickleball Posts and Nets	3	EA	$10,081.59	$30,244.77
167	Volleyball Posts and Nets	2	EA	$6,517.74	$13,035.48
168	24" Square Pedestal Service Table	3	EA	$2,241.21	$6,723.63
169	Barbeques	2	EA	$5,668.56	$11,337.12
170	Bleachers	6	EA	$18,113.61	$108,681.66
171	Dugout Benches	6	EA	$2,482.12	$14,892.72
172	Dog Park Play Equipment	1	LS	$35,171.68	$35,171.68
173	DogiPot Dog Park Bag Dispenser & Post	5	EA	$1,907.69	$9,538.45
174	Vehicular Pipe Gates	3	EA	$7,744.07	$23,232.21
Architecture					
175	Restroom/Concession Building (Baseball Field Complex)	1,042	SF	$1,077.00	$1,122,234.00
176	Restroom Building (Southeast Lot)	336	SF	$1,329.29	$446,641.44
177	Storage Building (Southeast Lot)	336	SF	$725.10	$243,633.60
178	Storage Shed (Southeast Lot)	90	SF	$1,586.66	$142,799.40
179	30'x30' 'Orlando' Model Entry	1	EA	$121,364.08	$121,364.08

	Breezeway Shelter (Southeast Lot)				
180	30' 'Charleston' Model Hexagon Shade Structures	2	EA	$120,101.10	$240,202.20
181	Bleacher Shade Structures & Installation	6	EA	$29,226.27	$175,357.62
182	Exercise Equipment Fabric Shelter & Installation	1	EA	$119,337.52	$119,337.52
183	Trash Enclosures	2	EA	$69,261.47	$138,522.94
184	Park Monument Reader Board Sign	1	EA	$583,887.13	$583,887.13
185	Existing Recreation Center Improvements	1	LS	$112,791.42	$112,791.42
Irrigation					
186	Turf Irrigation (Rotary)	163,987	SF	$2.71	$444,404.77
187	Shrub Irrigation (Bubbler/Rotary)	62,998	SF	$1.44	$90,717.12
188	Tree Irrigation (Bubbler)	392	EA	$198.16	$77,678.72
189	Point of Connection & Controller Upgrade	1	LS	$186,300.46	$186,300.46
Landscape					
190	Soil Preparation	242,140	SF	$0.55	$133,177.00
191	Soil Testing for Fertility and Agricultural Suitability	3	EA	$1,053.29	$3,159.87
192	24" Box Trees	124	EA	$658.31	$81,630.44
193	36" Box Trees	72	EA	$1,517.76	$109,278.72
194	1 Gal. Container Planting	1,604	EA	$13.95	$22,375.80
195	5 Gal. Container Planting	2,095	EA	$32.68	$68,464.60
196	15 Gal. Container Planting	184	EA	$128.80	$23,699.20
197	Install Turf Sod	163,987	SF	$1.31	$214,822.97
198	3" Mulch Layer in Landscape Areas	583	CY	$93.72	$54,638.76
199	3" Mulch Layer in Utility Access Area	140	CY	$94.04	$13,165.60
200	90-Day Maintenance	242,140	SF	$0.40	$96,856.00
201	Allowance	1	LS	$ 750,000	$ 750,000
TOTAL BASE BID AMOUNT		FIGURES	$23,468,091.58		
		WORDS	See Below		

Twenty Three Million Four Hundred Sixty Eight Thousand Ninety One and 58/100 Dollars,

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***.

None.

EXHIBIT C

PERFORMANCE BOND

We, Urban Habitat, 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 **Twenty Three Million Four Hundred Sixty Eight Thousand Ninety One Dollars and Fifty Eight Cents ($23,468,091.58)**. 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, Urban Habitat, 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 **Twenty Three Million Four Hundred Sixty Eight Thousand Ninety One Dollars and Fifty Eight Cents ($23,468,091.58)**. 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

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

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

PROJECT or TASK: Name
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. 24-099

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

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 amend the FY2024-25 budget; and

WHEREAS, the City Council has determined it necessary to amend the FY2024-25 General Fund budget and Special Revenue Funds budget.

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.

Account	Description	Increase/(Decrease)
268-99-999-999-4512-PW1368	OGALS PROP 68	($8,374,418.18)
268-80-820-904-8008-PW1368	Infrastructure other than Buildings	$8,374,418.18

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 October 1, 2024 the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 1st day of October, 2024.

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. 24-099 adopted by the City of Carson City Council at its meeting held on October 1, 2024, 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, October 1, 2024, 5:00 PM

DISCUSSION 30.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER AWARD OF CONSTRUCTION CONTRACT TO MBC ENTERPRISES, INC. FOR PROJECT NO. 1636: MILLS PARK SITE IMPROVEMENTS PROJECT (CITY COUNCIL)

I. SUMMARY

Project No. 1636: Mills Park Site Improvements Project is listed in the City's Capital Improvement Program (CIP) and is programmed for Fiscal Year (FY) 2023/24 funded by Measure A funds. The Invitation for Bids (IFB) No. 24-20 was advertised in the Daily Journal, and through the PlanetBids portal from August 8, 2024 to September 4, 2024. Two (2) firms submitted bids which were opened by the Purchasing Division Manager in the City Clerk's office and read aloud on September 4, 2024. The bid submitted by MBC Enterprises, Inc., was determined to be the lowest responsive bid, with a total bid amount of $3,444,254.00, and MBC Enterprises, Inc., was determined to be responsible.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a Construction Contract to the lowest responsive and responsible bidder, MBC Enterprises, Inc. for Project No. 1636: Mills Park Site Improvements Project, in an amount not to exceed $3,445,254.00.
2. AUTHORIZE the Mayor to execute a Construction Contract with MBC Enterprises, Inc. following approval as to form by the City Attorney.
3. WAIVE further reading and ADOPT Resolution No. 24-097, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS."

III. ALTERNATIVES

1. DO NOT APPROVE the above recommendations. However, staff will not be able to proceed with the construction of the project.
2. TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

Project No. 1636: Mills Park Site Improvements Project is listed in the City's Capital Improvement Program (CIP). Mills Park is approximately 4.45 acres (195,000 sq.ft) centrally located in the City of Carson. Majority of the improvements is on the easterly half of the park, while there's insignificant work done on the westerly half of the park, which is mostly natural turf. The park currently has one parking lot, outdoor basketball half-court, a fitness equipment area, playground, a wading pool and a small community center with small hills and gentle slopes type of terrain. The project scope involves adjustments to the irrigation system, and the majority of the turf areas will remain with a few locations to be improved due to a bigger playground area with rubberized surface and conversion of the half-court to a full court basketball. The fitness area will have shade cover and new picnic shelters will be installed. Lastly, the condition of the concrete walkways will be improved throughout the park (Exhibit No. 1).

The Invitation for Bids (IFB) No. 24-20 was advertised in the Daily Journal, and through the PlanetBids portal from August 8, 2024 to August 28, 2024. The bid opening was extended to September 4, 2024 to address inquiries from prospective bidders. Two (2) firms submitted bids which were opened by the Purchasing Division Manager in the City Clerk's office and read aloud on September 4, 2024 (Exhibit No. 2). The bid submitted by MBC Enterprises, Inc., was determined to be the lowest responsive and responsible bidder, with a total bid amount of $3,445,254.00 (Exhibit No. 3).

The bid results are listed below:

No.	Bidder	Place of Business	Bid Amount
1	MBC Enterprises, Inc.	Huntington Beach, CA	$3,445,254.00
2	Bedrock Group, Inc.	La Canada, CA	$3,764,760.00

MBC Enterprises, Inc. is a qualified contractor licensed by the State of California. The bid bond, in the amount of 10% of the total bid, as supplied by MBC Enterprises Insurance Company, is in order, and was submitted with the bid. The contractor's references have been checked, and it has been verified that the contractor has completed similar projects in an acceptable manner.

The approximate timeline of this project is as follows:

Advertise for Construction Bid	August 8, 2024
Bid Opening	September 4, 2024
Award of Contract	October 1, 2024
Contract Execution	October 3, 2024
PO Issuance	October 10, 2024
Start Construction	October 31, 2024
Complete Construction	April 2025

The project may experience delays depending on weather conditions and other unknown items and staff may have to adjust the schedule accordingly. Staff requests that the City Council award a construction contract to the lowest responsive and responsible bidder, MBC Enterprises, Inc., in the amount of $3,445,254.00 (Exhibit No. 4).

V. FISCAL IMPACT

The total construction bid amount for this improvement project is $3,445,254.00. The construction cost is allocated in the FY 24/25 budget utilizing Measure A account 222-80-820-904-8008 per Resolution 24-097 (Exhibit No. 5).

VI. EXHIBITS

1. Concept Plans
2. Bid Registry & Bid Results
3. Bid Submittal
4. Construction Contract
5. Resolution 24-097

Prepared By: :Dr. Arlington Rodgers Jr., Public Works Director and Raymond Velasco, PE, Public Works Operations Manager

Attachments

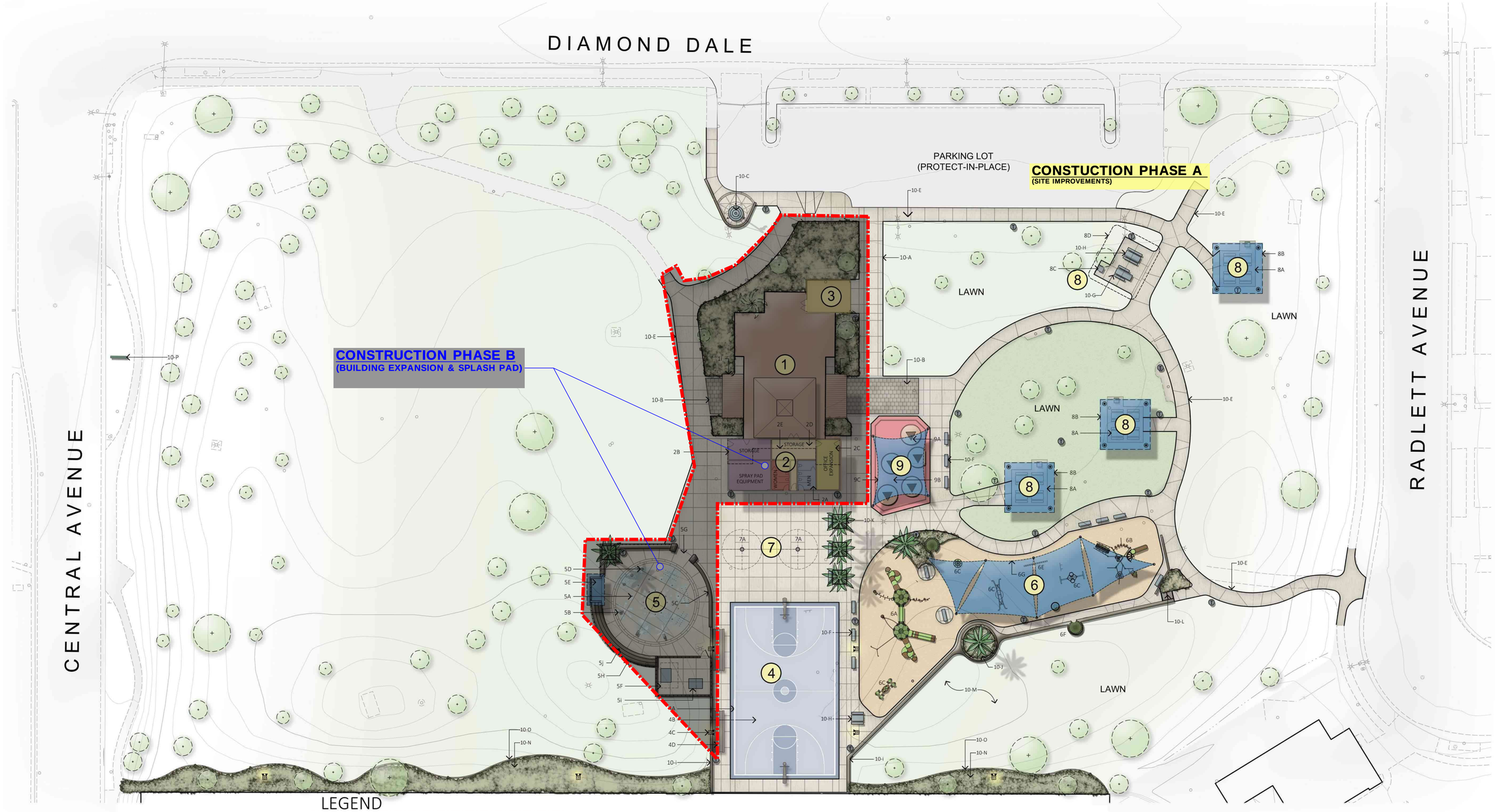
Exh 1 CONCEPT PLAN.pdf

Exh 2 BID REGISTER & RESULTS.pdf

Exh 3 BID SUBMITTAL.pdf

Exh 4 Public Works Contract MBC Enterprises Mills Park Prj1636 (1014225.1) revised09.09.2024 unsigned.pdf

Exh 5 - Reso 24-097



LEGEND

1 EXISTING BUILDING - REFRESH INTERIOR

- 1A — PAINT INTERIOR
- 1B — PAINT EXTERIOR
- 1C — REPLACE FLOORING
- 1D — REPLACE PASS-THRU ROLL-UP DOOR
- 1E — REPLACE PASS-THRU COUNTERTOP
- 1F — REPAIR OR REPLACE SKYLIGHT
- 1G — REPLACE CEILING TILES IN OFFICE & CLASSROOM
- 1H — REPLACE WINDOW BLINDS
- 1i — SHADE STRUCTURE ATTACHED TO BUILDING
- 1j — ADDITIONAL STORAGE AREA ADJACENT TO CLASSROOM

2 BUILDING EXPANSION

NEW SQUARE FOOTAGE: 1350 SF

- 2A — MENS & WOMENS RESTROOM - 320 SF
- 2B — SPLASH PAD EQUIPMENT & STORAGE -530 SF
- 2C — STAFF OFFICE EXPANSION -280 SF
- 2D — GENERAL STORAGE -220 SF
- 2E — EDGE OF EXISTING BUILDING

3 SERVICE VEHICLE PARKING STRUCTURE

- 3A — BUILDING EXTENSION FOR SERVICE VEHICLE AND ADDITIONAL STORAGE - 340 SF

4 BASKETBALL COURT

- 4A — FULL BASKETBALL COURT
- 4B — COLOR PLAY-COURT SURFACING
- 4C — COURT LIGHTING - 4 POLES
- 4D — BLEACHER SEATING

5 WATER PLAY SPRAY PAD

SIZE: APPROX. 1200 SF

- 5A — GROUND SPRAYS
- 5B — COLUMNS WITH WATER SPRAY FEATURES
- 5C — SEAT WALL
- 5D — FUN FORMS SPRAY ELEMENTS
- 5E — RINSE-OFF SHOWER AND OVERHEAD SHADE CANOPY
- 5F — WATER COLLECTION TANK (UNDERGROUND) - 4,000 GALLONS
- 5G — ENTRY AND EXIT
- 5H — TUBE STEEL FENCE
- 5i — RAIN DIVERTER (UNDERGROUND)
- 5j — BUILT-IN BLEACHER SEATING

6 ALL INCULSIVE PLAYGROUND

- 6A — PLAY EQUIPMENT, AGES 5-12
- 6B — PLAY EQUIPMENT, AGES 2-5
- 6C — SWING, SPINNER & CLIMBER
- 6D — RUBBERIZED PLAY SURFACING
- 6E — SENSORY PLAY PANELS
- 6F — QUIET SPACES FOR CHILDREN WITH DISABILITIES
- 6G — SHADED AREAS OVER PLAY SPACES (2,100 SF w/ 8 POSTS)

7 OPEN PLAZA & ACTIVITY SPACE

- 7A — COMMUNITY PLAZA AND AND RECREATIONAL SPACE (TETHERBALL)

8 PICNIC AREA

- 8A — EXISTING CONCRETE SLAB, PICNIC TABLES & BBQ (PROTECT-IN-PLACE)
- 8B — NEW PICNIC SHELTER, 25'x25' w/ 4 POSTS (3 LOCATIONS)
- 8C — NEW BBQ TO MATCH EXISTING BBQ UNITS
- 8D — NEW PICNIC AREA

9 FITNESS EQUIPMENT

- 9A — EXISTING FITNESS STATIONS, PROTECT-IN-PLACE
- 9B — NEW COLOR COURT SURFACING
- 9C — NEW SHADE SAIL CANOPY (825 SF w/ 4 POSTS)

10 GENERAL PARK UPGRADES

- 10-A — CONCRETE WALKWAY (12' WIDE) ADA COMPLIANT
- 10-B — ENHANCED PAVEMENT - ARCHITECTURAL PAVERS, 24"x24"
- 10-C — FLAGPOLE w/DECORATIVE PEDESTAL & UPLIGHTS
- 10-E — CONCRETE PAVEMENT (ADA COMPLIANT)
- 10-F — PARK BENCH - TYPICAL
- 10-G — PRECAST PICNIC TABLE (ADA COMPLIANT)
- 10-H — PRECAST PICNIC TABLE
- 10-I — SEAT WALL (24" HIGH)
- 10-J — TREE PLANTER
- 10-K — TREE PLANTER WITH IRON TREE GRATE
- 10-L — STEPS
- 10-M — RE-GRADE SLOPE (MAX. 5:1 SLOPE)
- 10-N — SHRUB & GROUNDCOVER (BARRIER) PLANTINGS
- 10-O — CONCRETE MOW CURB
- 10-P — DIGITAL MARQUEE SIGN

CONCEPT PLAN

MILLS PARK

CITY OF CARSON

North

Scale: 1" = 20'-0"

0 5' 10' 20' 40'

David Volz Design
Landscape Architects and Park Planners

MARCH 2024

P:\Public Works\Engineering\PROJECTS\16536 - Mills Park Renovation\DESIGN\Concept\5th Concept 2024-03-15\Concept Plan 3-15-2024 APPROVED.pdf\Concept Plan 3-15-2024 APPROVED.pdf

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *ADDENDUM 2 TO INVITATION FOR BID (IFB) 24-20 – PROJECT NO. PW 1636-A MILLS PARK SITE IMPROVEMENTS*

BID OPENING DATE: *09-04-24* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	MBC Enterprises, Inc.	Rudy Sultan	9-4-24 9:53am	———	$3,445,254.00	
2.	Bedrock Group, Inc.	Andre Haghberdian	9-3-24 11:45pm	———	$3,764,730.00	
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: Khaleah Bradshaw (Print Legibly) KBB (Initials)

City Clerk: K. Bradshaw (Signature)

Staff Present: RAYMOND VELASCO (Print Legibly) RV (Initials)

PlanetBids Opened By: Shelly McGhee (Print Legibly) SMG (Initials)

BID RESULTS FROM SEPT. 4, 2024

PRJ NO.	1636 Mills Park			MBC ENTERPRISES INC		License No. 1050671		BEDROCK GROUP INC		License No.1012968	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST	UNIT COST	CALCULATED ITEM COST	SUBMITTED ITEM COST	DIFFERENCE IN COST
1	MOBILIZATION	1	LS	$86,000.00	$86,000.00	$86,000.00	$0.00	$185,000.00	$185,000.00	$185,000.00	$0.00
2	TRAFFIC CONTROL	1	LS	$21,650.00	$21,650.00	$21,650.00	$0.00	$28,000.00	$28,000.00	$28,000.00	$0.00
3	DEMOLITION AND SITE CLEARING	1	LS	$144,760.00	$144,760.00	$144,760.00	$0.00	$240,000.00	$240,000.00	$240,000.00	$0.00
4	PAVEMENT, OVEREXCAVATION, SELECTED BACKFILL AND EXPORT	1	LS	$135,700.00	$135,700.00	$135,700.00	$0.00	$500,000.00	$500,000.00	$500,000.00	$0.00
5	WATER POLLUTION CONTROL	1	LS	$48,125.00	$48,125.00	$48,125.00	$0.00	$20,000.00	$20,000.00	$20,000.00	$0.00
6	6" THICK CONCRETE OVER 6" AGGREGATE BASE	11,470	SF	$19.00	$217,930.00	$217,930.00	$0.00	$30.00	$344,100.00	$344,100.00	$0.00
7	6" PCC CONCRETE CURB	5	LF	$110.00	$550.00	$550.00	$0.00	$100.00	$500.00	$500.00	$0.00
8	CURB TRANSITION	20	LF	$110.00	$2,200.00	$2,200.00	$0.00	$75.00	$1,500.00	$1,500.00	$0.00
9	PCC SPORT COURT PAVEMENT SYSTEM	4,860	SF	$16.00	$77,760.00	$77,760.00	$0.00	$35.00	$170,100.00	$170,100.00	$0.00
10	FULL DEPTH AC	1	LS	$917.00	$917.00	$917.00	$0.00	$1,500.00	$1,500.00	$1,500.00	$0.00
11	4" DIA. PVC (SDR35) DRAIN PIPE	165	LF	$220.00	$36,300.00	$36,300.00	$0.00	$300.00	$49,500.00	$49,500.00	$0.00
12	6" DIA. PVC (SDR35) DRAIN PIPE	325	LF	$241.00	$78,325.00	$78,325.00	$0.00	$350.00	$113,750.00	$113,750.00	$0.00
13	8" DIA. PVC (SDR35) DRAIN PIPE	70	LF	$316.00	$22,120.00	$22,120.00	$0.00	$400.00	$28,000.00	$28,000.00	$0.00
14	DRAIN INLET	9	EA	$3,850.00	$34,650.00	$34,650.00	$0.00	$1,000.00	$9,000.00	$9,000.00	$0.00
15	PARKWAY DRAIN	1	EA	$20,625.00	$20,625.00	$20,625.00	$0.00	$6,000.00	$6,000.00	$6,000.00	$0.00
16	EXTERIOR ELECTRICAL AND LIGHTING	1	LS	$213,125.00	$213,125.00	$213,125.00	$0.00	$160,000.00	$160,000.00	$160,000.00	$0.00
17	NEW ACRYLIC COURT SURFACING OVER EXISTING CONCRETE	1,400	SF	$21.00	$29,400.00	$29,400.00	$0.00	$25.00	$35,000.00	$35,000.00	$0.00
18	PLAYGROUND RUBBER TILE OVER CONCRETE	7,400	SF	$57.00	$421,800.00	$421,800.00	$0.00	$60.00	$444,000.00	$444,000.00	$0.00
19	6" PCC CONTAINMENT CURB	25	LF	$76.00	$1,900.00	$1,900.00	$0.00	$80.00	$2,000.00	$2,000.00	$0.00
20	12" PPC PLAYGROUND BAND	120	LF	$96.00	$11,520.00	$11,520.00	$0.00	$100.00	$12,000.00	$12,000.00	$0.00
21	12" PPC INTEGRAL COLOR DECORATIVE BAND	75	LF	$117.00	$8,775.00	$8,775.00	$0.00	$120.00	$9,000.00	$9,000.00	$0.00
22	12" PPC MAINTENANCE BAND	25	LF	$117.00	$2,925.00	$2,925.00	$0.00	$80.00	$2,000.00	$2,000.00	$0.00
23	CONCRETE POUR-IN-PLACE RETAINING WALL A	290	LF	$440.00	$127,600.00	$127,600.00	$0.00	$400.00	$116,000.00	$116,000.00	$0.00
24	CONCRETE POUR-IN-PLACE RETAINING WALL B	100	LF	$1,270.00	$127,000.00	$127,000.00	$0.00	$800.00	$80,000.00	$80,000.00	$0.00
25	METAL FENCING - 4'-6" TALL	50	LF	$290.00	$14,500.00	$14,500.00	$0.00	$400.00	$20,000.00	$20,000.00	$0.00
26	MIRACLE PLAYGROUND EQUIPMENT	1	LS	$440,825.00	$440,825.00	$440,825.00	$0.00	$373,000.00	$373,000.00	$373,000.00	$0.00
27	SHADE STRUCTURE - 25' X 25'	3	EA	$137,500.00	$412,500.00	$412,500.00	$0.00	$110,000.00	$330,000.00	$330,000.00	$0.00
28	SHADE SAIL - 27' X 107'	1	EA	$139,300.00	$139,300.00	$139,300.00	$0.00	$80,000.00	$80,000.00	$80,000.00	$0.00
29	SHADE SAIL - 28' X 33'	1	EA	$116,875.00	$116,875.00	$116,875.00	$0.00	$75,000.00	$75,000.00	$75,000.00	$0.00
30	WASTE RECEPTACLE	9	EA	$1,100.00	$9,900.00	$9,900.00	$0.00	$1,500.00	$13,500.00	$13,500.00	$0.00
31	BBQ UNIT	1	EA	$2,475.00	$2,475.00	$2,475.00	$0.00	$2,500.00	$2,500.00	$2,500.00	$0.00
32	PRECAST PICNIC TABLE	2	EA	$4,500.00	$9,000.00	$9,000.00	$0.00	$3,000.00	$6,000.00	$6,000.00	$0.00
33	PRECAST PICNIC TABLE (ADA)	1	EA	$5,650.00	$5,650.00	$5,650.00	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00
34	PARK BENCH	11	EA	$1,400.00	$15,400.00	$15,400.00	$0.00	$2,000.00	$22,000.00	$22,000.00	$0.00
35	BASKETBALL POST, BACKBOARD, AND GOAL	2	EA	$8,100.00	$16,200.00	$16,200.00	$0.00	$4,000.00	$8,000.00	$8,000.00	$0.00
36	REMOVABLE TETHERBALL POST W/ SLEEVE	2	EA	$2,400.00	$4,800.00	$4,800.00	$0.00	$1,200.00	$2,400.00	$2,400.00	$0.00
37	BASKETBALL BLEACHERS	2	EA	$9,000.00	$18,000.00	$18,000.00	$0.00	$4,500.00	$9,000.00	$9,000.00	$0.00
38	6' DIA. TREE GRATE	1	EA	$7,770.00	$7,770.00	$7,770.00	$0.00	$4,500.00	$4,500.00	$4,500.00	$0.00
39	PEBBLE SEAT	1	EA	$2,900.00	$2,900.00	$2,900.00	$0.00	$5,000.00	$5,000.00	$5,000.00	$0.00
40	IRRIGATION SYSTEM MODIFICATIONS	1	LS	$104,850.00	$104,850.00	$104,850.00	$0.00	$8,000.00	$8,000.00	$8,000.00	$0.00
41	SOIL PREP AND FINE GRADING	350	SF	$13.00	$4,550.00	$4,550.00	$0.00	$4.00	$1,400.00	$1,400.00	$0.00
42	WEED ABATEMENT	350	SF	$1.00	$350.00	$350.00	$0.00	$4.00	$1,400.00	$1,400.00	$0.00
43	ROOT BARRIERS	1	LS	$1,300.00	$1,300.00	$1,300.00	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00
44	TREE - 36" BOX	2	EA	$2,000.00	$4,000.00	$4,000.00	$0.00	$3,500.00	$7,000.00	$7,000.00	$0.00
45	SHRUBS - 5 GAL	6	EA	$50.00	$300.00	$300.00	$0.00	$60.00	$360.00	$360.00	$0.00
46	SHRUBS - 1 GAL	74	EA	$18.00	$1,332.00	$1,332.00	$0.00	$30.00	$2,220.00	$2,220.00	$0.00
47	TURF REPAIR (SOD)	7,500	SF	$4.00	$30,000.00	$30,000.00	$0.00	$3.00	$22,500.00	$22,500.00	$0.00
48	WOOD MULCH - 3" LAYER	4	CY	$480.00	$1,920.00	$1,920.00	$0.00	$1,000.00	$4,000.00	$4,000.00	$0.00
49	ONE-HUNDRED TWENTY (120) DAY MAINTENANCE PERIOD	1	LS	$8,900.00	$8,900.00	$8,900.00	$0.00	$4,000.00	$4,000.00	$4,000.00	$0.00
50	ALLOWANCE	1	LS	$200,000.00	$200,000.00	$200,000.00	$0.00	$200,000.00	$200,000.00	$200,000.00	$0.00
					$3,445,254.00	**$3,445,254.00**	**$0.00**		**$3,764,730.00**	**$3,764,730.00**	**$0.00**

BID

BID SCHEDULE – (IFB-24-20)

PROJECT NO. 1636-A
Mills Park Site Improvements

Bid Item #	Description	QTY	UNIT	UNIT PRICE	ITEM PRICE
1	MOBILIZATION	1	LS	86000	86000
2	SITE ACCESS AND TEMPORARY FENCING	1	LS	21650	21650
3	DEMOLITION AND SITE CLEARING	1	LS	144760	144760
4	EARTHWORK, REMOVAL AND GRADING, REMOVAL OF EXISTING PAVEMENT, OVEREXCAVATION, SELECTED BACKFILL AND EXPORT	1	LS	135700	135700
5	WATER POLLUTION CONTROL	1	LS	48125	48125
6	6" THICK CONCRETE OVER 6" AGGREGATE BASE	11,470	SF	19	217930
7	6" PCC CONCRETE CURB	5	LF	110	550
8	CURB TRANSITION	20	LF	110	2200
9	PCC SPORT COURT PAVEMENT SYSTEM	4,860	SF	16	77760
10	FULL DEPTH AC	1	LS	917	917
11	4" DIA. PVC (SDR35) DRAIN PIPE	165	LF	220	36300
12	6" DIA. PVC (SDR35) DRAIN PIPE	325	LF	241	78325
13	8" DIA. PVC (SDR35) DRAIN PIPE	70	LF	316	22120
14	DRAIN INLET	9	EA	3850	34650
15	PARKWAY DRAIN	1	EA	20625	20625
16	EXTERIOR ELECTRICAL AND LIGHTING	1	LS	213125	213125
17	NEW ACRYLIC COURT SURFACING OVER EXISTING CONCRETE	1,400	SF	21	29400
18	PLAYGROUND RUBBER TILE OVER CONCRETE	7,400	SF	57	421800
19	6" PCC CONTAINMENT CURB	25	LF	76	1900
20	12" PPC PLAYGROUND BAND	120	LF	96	11520
21	12" PPC INTEGRAL COLOR DECORATIVE BAND	75	LF	117	8775
22	12" PPC MAINTENANCE BAND	25	LF	117	2925

Bid Item #	Description	QTY	UNIT	UNIT PRICE	ITEM PRICE
23	CONCRETE POUR-IN-PLACE RETAINING WALL A	290	LF	440	127600
24	CONCRETE POUR-IN-PLACE RETAINING WALL B	100	LF	1270	127000
25	METAL FENCING - 4'-6" TALL	50	LF	290	14500
26	MIRACLE PLAYGROUND EQUIPMENT	1	LS	440825	440825
27	SHADE STRUCTURE - 25' X 25'	3	EA	137500	412500
28	SHADE SAIL - 27' X 107'	1	EA	139300	139300
29	SHADE SAIL - 28' X 33'	1	EA	116875	116875
30	WASTE RECEPTACLE	9	EA	1100	9900
31	BBQ UNIT	1	EA	2475	2475
32	PRECAST PICNIC TABLE	2	EA	4500	9000
33	PRECAST PICNIC TABLE (ADA)	1	EA	5650	5650
34	PARK BENCH	11	EA	1400	15400
35	BASKETBALL POST, BACKBOARD, AND GOAL	2	EA	8100	16200
36	REMOVABLE TETHERBALL POST W/ SLEEVE	2	EA	2400	4800
37	BASKETBALL BLEACHERS	2	EA	9000	18000
38	6' DIA. TREE GRATE	1	EA	7770	7770
39	PEBBLE SEAT	1	EA	2900	2900
40	IRRIGATION SYSTEM MODIFICATIONS	1	LS	104850	104850
41	SOIL PREP AND FINE GRADING	350	SF	13	4550
42	WEED ABATEMENT	350	SF	1	350
43	ROOT BARRIERS	1	LS	1300	1300
44	TREE - 36" BOX	2	EA	2000	4000
45	SHRUBS - 5 GAL	6	EA	50	300
46	SHRUBS - 1 GAL	74	EA	18	1332
47	TURF REPAIR (SOD)	7,500	SF	4	30000
48	WOOD MULCH - 3" LAYER	4	CY	480	1920
49	ONE-HUNDRED TWENTY (120) DAY MAINTENANCE PERIOD	1	LS	8900	8900
50	ALLOWANCE	1	LS	$200,000.00	$200,000.00
TOTAL BASE BID AMOUNT	Figures				$3,445,254.00

Bid Item #	Description	QTY	UNIT	UNIT PRICE	ITEM PRICE
Project No. 1636	Words	Three Million Four Hundred Forty Five Thousand Two Hundred Fifty Four Dollars			

The undersigned agrees that these Contract Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of days indicated in the Invitation for Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the owner and another contractor, whichever is earlier. The undersigned also agrees that if there is a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern. In case of any discrepancy between the unit price and the extended total, the unit price shall prevail.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of 10% OF BID AMOUNT Dollars, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Section 20174, it is agreed a portion equal to the difference between the low bid and bid submitted by the second lowest responsible bidder shall be retained as liquidated damages by the Owner if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance and endorsements within the time provided and Owner awards the Contract to the second lowest responsible bidder. The surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety on the bidder's bond if a bond is used.

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

COMPANY MBC ENTERPRISES INC.

SIGNED RUDY SULTAN, PRESIDENT DATE SEPT 4, 2024

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
MBC ENTERPRISES, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between the City of Carson, a California charter city ("**City**") and MBC Enterprises, 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 IFB No. 24-20 Project No. PW 1636-A Mills Park Site Improvements ("**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, 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 for 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 plus any additional subsequent contingency approved by the City Council, 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 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 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 Million Four Hundred Forty Five Thousand Two Hundred Fifty Four Dollars ($3,445,254.00)** ("**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 One Hundred Twenty (120) working 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:

Rudy Sultan	President
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(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 Raymond Velasco, P.E., Public Works Operations Manager, 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

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

MBC ENTERPRISES, INC., a California corporation

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 16601 Gothard St.
Huntington Beach, CA 92647

***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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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

☐ 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

CONTRACTOR'S BID

BID
BID SCHEDULE – (IFB-24-20)

PROJECT NO. 1636-A
Mills Park Site Improvements

Bid Item #	Description	QTY	UNIT	UNIT PRICE	ITEM PRICE
1	MOBILIZATION	1	LS	86000	86000
2	SITE ACCESS AND TEMPORARY FENCING	1	LS	21650	21650
3	DEMOLITION AND SITE CLEARING	1	LS	144760	144760
4	EARTHWORK, REMOVAL AND GRADING, REMOVAL OF EXISTING PAVEMENT, OVEREXCAVATION, SELECTED BACKFILL AND EXPORT	1	LS	135700	135700
5	WATER POLLUTION CONTROL	1	LS	48125	48125
6	6" THICK CONCRETE OVER 6" AGGREGATE BASE	11,470	SF	19	217930
7	6" PCC CONCRETE CURB	5	LF	110	550
8	CURB TRANSITION	20	LF	110	2200
9	PCC SPORT COURT PAVEMENT SYSTEM	4,860	SF	16	77760
10	FULL DEPTH AC	1	LS	917	917
11	4" DIA. PVC (SDR35) DRAIN PIPE	165	LF	220	36300
12	6" DIA. PVC (SDR35) DRAIN PIPE	325	LF	241	78325
13	8" DIA. PVC (SDR35) DRAIN PIPE	70	LF	316	22120
14	DRAIN INLET	9	EA	3850	34650
15	PARKWAY DRAIN	1	EA	20625	20625
16	EXTERIOR ELECTRICAL AND LIGHTING	1	LS	213125	213125
17	NEW ACRYLIC COURT SURFACING OVER EXISTING CONCRETE	1,400	SF	21	29400
18	PLAYGROUND RUBBER TILE OVER CONCRETE	7,400	SF	57	421800
19	6" PCC CONTAINMENT CURB	25	LF	76	1900
20	12" PPC PLAYGROUND BAND	120	LF	96	11520
21	12" PPC INTEGRAL COLOR DECORATIVE BAND	75	LF	117	8775
22	12" PPC MAINTENANCE BAND	25	LF	117	2925

Bid Item #	Description	QTY	UNIT	UNIT PRICE	ITEM PRICE
23	CONCRETE POUR-IN-PLACE RETAINING WALL A	290	LF	440	127600
24	CONCRETE POUR-IN-PLACE RETAINING WALL B	100	LF	1270	127000
25	METAL FENCING - 4'-6" TALL	50	LF	290	14500
26	MIRACLE PLAYGROUND EQUIPMENT	1	LS	440825	440825
27	SHADE STRUCTURE - 25' X 25'	3	EA	137500	412500
28	SHADE SAIL - 27' X 107'	1	EA	139300	139300
29	SHADE SAIL - 28' X 33'	1	EA	116875	116875
30	WASTE RECEPTACLE	9	EA	1100	9900
31	BBQ UNIT	1	EA	2475	2475
32	PRECAST PICNIC TABLE	2	EA	4500	9000
33	PRECAST PICNIC TABLE (ADA)	1	EA	5650	5650
34	PARK BENCH	11	EA	1400	15400
35	BASKETBALL POST, BACKBOARD, AND GOAL	2	EA	8100	16200
36	REMOVABLE TETHERBALL POST W/ SLEEVE	2	EA	2400	4800
37	BASKETBALL BLEACHERS	2	EA	9000	18000
38	6' DIA. TREE GRATE	1	EA	7770	7770
39	PEBBLE SEAT	1	EA	2900	2900
40	IRRIGATION SYSTEM MODIFICATIONS	1	LS	104850	104850
41	SOIL PREP AND FINE GRADING	350	SF	13	4550
42	WEED ABATEMENT	350	SF	1	350
43	ROOT BARRIERS	1	LS	1300	1300
44	TREE - 36" BOX	2	EA	2000	4000
45	SHRUBS - 5 GAL	6	EA	50	300
46	SHRUBS - 1 GAL	74	EA	18	1332
47	TURF REPAIR (SOD)	7,500	SF	4	30000
48	WOOD MULCH - 3" LAYER	4	CY	480	1920
49	ONE-HUNDRED TWENTY (120) DAY MAINTENANCE PERIOD	1	LS	8900	8900
50	ALLOWANCE	1	LS	$200,000.00	$200,000.00
TOTAL BASE BID AMOUNT	Figures				$3,445,254.00

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***.

None.

EXHIBIT C

PERFORMANCE BOND

We, and MBC Enterprises, 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 Million Four Hundred Forty Five Thousand Two Hundred Fifty Four Dollars ($3,445,254.00)**. 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, and MBC Enterprises, 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 Million Four Hundred Forty Five Thousand Two Hundred Fifty Four Dollars ($3,445,254.00)**. 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

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

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

PROJECT or TASK: Name
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. 24-097

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

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 amend the FY2024-25 budget; and

WHEREAS, the City Council has determined it necessary to amend the FY2024-25 General Fund budget and Special Revenue Funds budget.

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.

Account	Description	Increase/(Decrease)
222-99-999-999-4518- PW1636	Measure A - County Park Open Space	($4,020,429.14)
222-80-820-904-8008- PW1636	Infrastructure other than Buildings	$4,020,429.14

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 October 1, 2024 the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 1st day of October, 2024.

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. 24-097 adopted by the City of Carson City Council at its meeting held on October 1, 2024, 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, October 1, 2024, 5:00 PM

DISCUSSION 30.

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 EXCEPT PLANNING COMMISSION AND ENVIRONMENTAL COMMISSION (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 except the Planning Commission and Environmental Commission. 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 September 17, 2024, 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 - October 1, 2024, Agenda Report.pdf

CITY OF CARSON
LOCAL APPOINTMENTS LIST FOR
COMMISSIONS, COMMITTEES, AND BOARDS
(Pursuant to Government Code Section 54970 et seq.)

NOTICE IS HEREBY GIVEN that the current terms for the following Commissioners, Committee and Board Members will expire as indicated for the respective bodies listed. Any interested resident of the City of Carson, California is eligible to serve on any of the below-named commissions, committees, or boards unless otherwise specified. Applications are available at the City Clerk's Office by request at (310) 952-1720.

*** The following appointed positions may receive compensation**
**** Mayor's uncontested**
Denotes vacated seat

I. COMMISSIONS

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[1] Economic Development Commission

Established by:	Ordinance No. 00-1191. §1 (CMC §27104.1); Ordinance No. 21-2108
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of, or have a place of employment or business in the City of Carson, and be at least 18 years of age. Shall include representatives of all major sectors of the Carson business community as determined in the sole discretion of the City Council.
Meetings:	1st Thursday, 8:00 a.m., Executive Conference Room
Staff Liaison:	John Raymond, Asst. City Mgr x1773; Saied Naaseh, Dir. of Comm. Dev. x1770
Support Staff:	Sandy Solis, Economic Development Commission Secretary x1325

		Appointed	Term Expires
Aldridge Jr., Ray (LDH)**		12-06-22	11-30-24
Childers, Christopher (CH)		12-06-22	11-30-24
Embry, Darren (LDH)		04-04-23	11-30-24
Kelley, Blake (LDH)		04-04-23	11-30-24
Jimenez, Trini (AR)		12-06-22	11-30-24
Pandolfo, Katie (JH)		12-06-22	11-30-24
Sparrow, Clyde (LDH)		04-04-23	11-30-24
Wallace, Deborah (LDH)		04-04-23	11-30-24
Watar, Nasser (JD)		04-04-23	11-30-24
Cordova, Ted (LDH)	Alt. 1	04-04-23	11-30-24
Ibarra, Victor (LDH)	Alt. 2	02-06-24	11-30-24
O'Leary, Danielle (LDH)	Alt. 3	02-06-24	11-30-24

[2] Environmental Commission*

Established by:	Ordinance No. 70-128; §1 (CMC §2750); Ordinance No. 21-2103
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment
Meetings:	1st Wednesday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Reata Kulcsar, Innovation & Sustainability Manager x1312
Support Staff:	Jessica Coria, Division Secretary x1823

		Appointed	Term Expires
Vacant (JH)			11-30-24
Swayzer, Ezekiel (LDH)		08-06-24	11-30-24
Hopson, Lillian (LDH)**		12-06-22	11-30-24
Tresvant, Christina (LDH)		07-05-23	11-30-24
Koons, William (JD)		02-07-23	11-30-24
Love, Roye (AR)		12-06-22	11-30-24
Vacant (LDH)			11-30-24
Taylor, Hourie (CH)		12-06-22	11-30-24
Watkins, Freeman (LDH)		04-04-23	11-30-24
Vacant (LDH)	Alt. 1		11-30-24
Vacant (LDH)	Alt. 2		11-30-24
Vacant (LDH)	Alt. 3		11-30-24

[3] Human Relations Commission*

Established by:	Ordinance No. 74-294; Ordinance No. 87-812, §1; Ordinance No. 89-883,§1
Membership:	9 members (7 general, 2 youth); 3 alternates
Qualification:	Shall be a resident of the City of Carson. Youth members shall be 16-21 years of age, enrolled in school at time of appointment, maintain a 2.0 GPA, shall have interest in human relations.
Meetings:	3rd Wednesday, 6:30 p.m., City Manager Conference Room
Staff Liaison:	Robert Lennox, Asst. City Manager x1728
Support Staff:	Cac Le, Council Aide x1722

		Appointed	Term Expires
Junio, Teresita (LDH)**		02-06-24	11-30-24
Calhoun, Jill (AR)		12-06-22	11-30-24
Davenport, Kimberley (JH)		04-04-23	11-30-24
Keely, Tina (JD)		02-07-23	11-30-24
Ramos, Jessica (LDH)		04-04-23	11-30-24
Reed, Cassandra (CH)		12-06-22	11-30-24
Russ, Harriett (LDH)		04-04-23	11-30-24
Ifeacho, Dr. Chinyere (LDH)	Alt. 1	04-04-23	11-30-24
Viernes, Irene (LDH)	Alt. 2	04-04-23	11-30-24
*Calidonio, Hector (LDH) *Pending*	*Alt. 3*	08-08-24	11-30-24
Atkins, GP (LDH)	Youth	04-04-23	11-30-24
Lane, K'hari (LDH)	Youth	04-04-23	11-30-24

[4] Parks, Recreation and Cultural Arts Commission*

Established by:	Ordinance No. 69-65 (CMC §2735); Ordinance No. 21-2106
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson
Meetings:	Last Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Michael Whittiker Jr., Director of Community Services x3571
Support Staff:	Kimberly Madrigal, Administrative Secretary x3581

		Appointed	Term Expires
Cainglet, Jesus-Alex (CH)		12-06-22	11-30-24
Cortado, Kimberly (JH)		06-20-23	11-30-24
Dahilig Jr., Cesar (LDH)		04-04-23	11-30-24
Lawrence, Shannon (LDH)		06-20-23	11-30-24
Gonzalez, Walter (LDH)		04-04-23	11-30-24
Hilliard, Kisa (JD)		02-07-23	11-30-24
Hunter, Edwina (AR)		12-06-22	11-30-24
Langston, DeAnthony (LDH)		04-04-23	11-30-24
Ramos, Oscar (LDH)**		01-17-23	11-30-24
Brown, Kelvin (LDH)	Alt. 1	01-23-24	11-30-24
Johnson, Jo Jacqueline (LDH)	Alt. 2	04-04-23	11-30-24
Brillantes, Rudolfo (LDH)	Alt. 3	04-04-23	11-30-24

[5] Planning Commission*

Established by:	Ordinance No. 13, §1 (CMC §2700); § 606 of the City Charter
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson
Monthly Meeting:	2nd and 4th Tuesday, 6:30 p.m. (City Council Chambers)
Staff Liaison:	Christopher Palmer, Planning Mgr. x1365; McKina Alexander, Sr. Planner x1326
Support Staff:	Laura Gonzalez, Planning Secretary x1328

		Appointed	Term Expires
Diaz, Louie (JD)		02-07-23	11-30-24
Docdocil, Frederick (LDH)**		12-06-22	11-30-24
Guerra, Carlos (LDH)		04-04-23	11-30-24
Hernandez, Richard (AR)		12-06-22	11-30-24
Huff, Del (LDH)		04-04-23	11-30-24
Wilson, Leticia (LDH)		07-16-24	11-30-24
Mfume, DeQuita (LDH)		01-23-24	11-30-24
Johnson, Clarence (JH)		03-19-24	11-30-24
Thomas, Dianne (CH)		12-06-22	11-30-24
Montecarlo, Jaime (LDH)	Alt. 1	04-02-24	11-30-24
Vacant (LDH)	Alt. 2		11-30-24
Vacant (LDH)	Alt. 3		11-30-24

[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

		Appointed	Term Expires
Eatman, Sonya (LDH)	Community Representative	04-04-23	11-30-24
Gomez, Freddie (LDH)**	Community Representative	12-06-22	11-30-24
Stewart, Linda (LDH)	Community Representative	04-04-23	11-30-24
Vacant (AR)	Community Representative		11-30-24
Ross, Dorothy (JD)	Public Relations Specialist	02-07-23	11-30-24
Nunley, Madalyn (LDH)	Public Relations Specialist	04-04-23	11-30-24
Pitcher, Pamela (LDH)	Public Relations Specialist	04-04-23	11-30-24
Smith, Byron (CH)	Public Relations Specialist	03-06-24	11-30-24
Price, Dr. Denice (JH)	Public Relations Specialist	04-04-23	11-30-24
Guillory, Rachelle (LDH)	Alt. 1	04-04-23	11-30-24
Waddis, Dorcas (LDH)	Alt. 2	04-04-23	11-30-24
Lustina, Lilibeth (LDH)	Alt. 3	05-16-23	11-30-24

[7] Public Safety Commission*

Established by:	Ordinance No. 99-1160 § 1; Ordinance No. 01-1239 § 1 (CMC §27103.6); Ordinance No. 21-2104
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Priscilla Palma, Division Secretary x1787
Support Staff:	Vacant

		Appointed	Term Expires
Allen, Jeffrey (LDH)		04-04-23	11-30-24
Arnold, Keith (LDH)		04-04-23	11-30-24
Flinton, Lawrence (AR)		08-06-24	11-30-24
Dacus, Samuel (LDH)		04-04-23	11-30-24
Dorsey, Donnie (CH)		12-06-22	11-30-24
Lewis, Prentiss (JH)		04-04-23	11-30-24
Rivers, Angela (LDH)		04-04-23	11-30-24
Romero, Heidi (LDH)**		12-06-22	11-30-24
Cogut, Louis (JD)		08-06-24	11-30-24
Wilson, Michael (LDH)	Alt. 1	05-16-23	11-30-24
Brown, Randy (LDH)	Alt. 2	03-06-24	11-30-24
Childs, Aisha (LDH)	Alt. 3	04-04-23	11-30-24

[8] Public Works Commission*

Established by:	Ordinance No. 99-1181 § 2 (CMC § 2798.6)
Membership:	9 members; 3 alternates
Qualification:	Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	2nd Monday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Gilbert Marquez, Principle City/Civil Engineer x1813
Support Staff:	Taelour C. James, Division Secretary x1801

		Appointed	Term Expires
Baddeley, Kevin (AR)		12-06-22	11-30-24
Calhoun, James (JD)		02-07-23	11-30-24
Fe'esago, Uli (LDH)		04-04-23	11-30-24
McNichols, Ryan (LDH)**		08-06-24	11-30-24
Howard, Kobii (LDH)		04-04-23	11-30-24
Benson, Melvin (CH)		07-18-23	11-30-24
Nweke, Chike (LDH)		07-16-24	11-30-24
Martin, Jr., Marion (LDH)		09-05-23	11-30-24
Vacant (JH)			11-30-24
Obiora, Emmanuel (LDH)	Alt. 1	08-06-24	11-30-24
Cottrell, John (LDH)	Alt. 2	04-04-23	11-30-24
Vacant (LDH)	Alt. 3		11-30-24

[9] Senior Citizens Advisory Commission*

Established by:	Ordinance No. 97-1119, § 1 (CMC § 2799.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 50 years of age at the time of appointment.
Meetings:	2nd Monday, 4:00 p.m. (Community Center, Carson/Dominguez room)
Staff Liaison:	Mike Whittiker Jr., Dir. of Comm. Srvs. x1780; Dani Cook, Human Srvs. Supv. X04/04/2
Support Staff:	Brenda Reed, Senior Clerk x1775;

		Appointed	Term Expires
Graves, Shirley (LDH)**		05-16-23	11-30-24
Lopez, Delia (LDH)		11-21-23	11-30-24
Cole, Daniel (AR)		12-06-22	11-30-24
Dunn, Linda (LDH)		04-04-23	11-30-24
Bates, Billye (LDH)		05-16-23	11-30-24
Patterson, Patricia (LDH)		05-16-23	11-30-24
Ronquillo, Myrna (JD)		02-07-23	11-30-24
Ruiz-Raber, Julie (CH)		12-06-22	11-30-24
Seymore, Dr. Vergie (JH)		04-04-23	11-30-24
Simpson-Lott, Darlene (LDH)		04-04-23	11-30-24
Walker, Itelia (LDH)		04-04-23	11-30-24
Brown, LaRhonda (LDH)	Alt. 1	04-02-24	11-30-24
Leverette, Ernestine (LDH)	Alt. 2	06-06-23	11-30-24
Davis, Pauline (LDH)	Alt. 3	08-06-24	11-30-24

[10] Veterans Affairs Commission*

Established by:	Ordinance No. 99-1154, § 1 (CMC § 27102.6)
Membership:	11 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Monday, 6:00 p.m. (Veterans SportsComplex - Activity Room)
Staff Liaison:	Kisheen Tulloss, Council Aide x1711
Support Staff:	Mikala Multiauaopele, Division Secretary x3557

		Appointed	Term Expires
Batucal, Arthur (JH)		04-04-23	11-30-24
Boyd, Robert (JD)		02-07-23	11-30-24
Branch, Jr., Roger (LDH)		04-04-23	11-30-24
Da Silva, Manuel (LDH)		04-04-23	11-30-24
Raber, Brian (CH)		12-06-22	11-30-24
Salomon, Emmanuel (LDH)		04-04-23	11-30-24
*Galeon, Romeo (LDH)**Pending*		08-06-24	11-30-24
Woods, Richard (LDH)		04-04-23	11-30-24
Woods, Thomas (LDH)		04-04-23	11-30-24
Seay, Al (LDH)		11-07-23	11-30-24
Wilvert, Karl (AR)		12-06-22	11-30-24
Vacant (LDH)	Alt. 1		11-30-24
Vacant (LDH)	Alt. 2		11-30-24
Mosequera, Nemie P. (LDH)	Alt. 3	04-04-23	11-30-24

[11] Women's Issues Commission*

Established by:	Ordinance No. 02-1246, § 1 (CMC § 27106.6)
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson or work in the City of Carson during their tenure on the Commission and shall be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	4th Monday, 6:00 p.m. (City Manager Conference Room)
Staff Liaison:	Ravynne Staine, Council Aide x1733
Support Staff:	Vacant

		Appointed	Term Expires
Dela Cruz-Manio, Connie (LDH)		04-04-23	11-30-24
Fielder, Yolanda (LDH)		04-04-23	11-30-24
Fields-Robinson, Dr. Leandrea (LDH)**		12-06-22	11-30-24
Foster, Carolyn (LDH)		04-04-23	11-30-24
Koons, Fe (JD)		02-07-23	11-30-24
Odom Houze, Susan (JH)		04-04-23	11-30-24
Price, Dr. Greta (AR)		12-06-22	11-30-24
Robinson, Prescious (CH)		12-06-22	11-30-24
Tresvant, Sheila (LDH)		04-04-23	11-30-24
Graves, Keichun (LDH)	Alt. 1	06-06-23	11-30-24
Mackson, Monique (LDH)	Alt. 2	06-06-23	11-30-24
Johnson, Veronica (LDH)	Alt. 3	08-06-24	11-30-24

[12] Youth Commission*

Established by:	Ordinance No. 98-1132, § 1 (CMC § 27100.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 13, but not more than 18 years of age at the time of appointment.
Meetings:	2nd Wednesday, 7:00 p.m. (Executive Conference Room)
Staff Liaison:	Brian Legaspi, Council Aide x1721
Support Staff:	Vacant

		Appointed	Term Expires
Mitchell, Hannah (LDH)		06-06-24	06-30-24
Moore, Joshua (JH)		06-06-24	06-30-24
Redway, Khristopher (LDH)		06-06-24	06-30-24
Estrada, Juan (LDH)		06-06-24	06-30-24
Villasana, Andrea (JD)		07-02-24	06-30-25
Vacant (LDH)			06-30-24
Colson, Lewis (LDH)**		06-06-24	06-30-24
Smith, Zoey (CH)		06-06-24	06-30-24
Williams, Liv (LDH)		06-06-24	06-30-24
Catchings, Erionna (AR)		06-06-24	06-30-24
Vacant (LDH)			06-30-24
Mitchell, Jazcidi (LDH)	Alt. 1	06-06-24	06-30-24
Homna, Kayla (LDH)	Alt. 2	06-06-24	06-30-24
Macias, Lea (LDH)	Alt. 3	06-06-24	06-30-24

II. BOARDS & COMMITTEES

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[13] Measure C and Measure K Budget Oversight Committee

Established by: Ordinance No. 09-1423 (CMC §61119); Amended by Resolution No. 19-027; Amended by Resolution No. 21-030
Membership: 5 members; 2 alternates
Qualification: Resident of the City of Carson.
Meetings: 2nd Tuesday, 6:30p.m. (Community Center)
Staff Liaison: William Jefferson, Director of Finance x1756
Support Staff: Vicki Hernandez, Senior Clerk x1744

		Appointed	Term Expires
Dorsey-Reeves, Vera (CH)		04-04-23	11-30-24
Flinton, Lawrence (AR)		01-17-23	11-30-24
Hunter, Cynthia (LDH)		04-04-23	11-30-24
Momoli, Nora (JD)		02-07-23	11-30-24
Vacant (JH)			11-30-24
Addison, Rakeem (LDH)	Alt. 1	04-04-23	11-30-24
Vacant (LDH)	Alt. 2		11-30-24

[14] Mobilehome Park Rental Review Board*

Established by: Ordinance No. 79-485U. §4702: § 607 of the Citv Charter
Membership: 7 members (2 resident homeowners, 2 park owners, 3 at-large who are residents of the City and not homeowners, park owners, landlords, property managers or tenants in multifamily housing); 8 alternates (2 resident homeowners, 2 park owners, 4 at-large)
Qualification: See membership.
Meetings: 2nd and 4th Wednesday, 6:30 p.m. (City Council Chambers)
Staff Liaison: Tara Matthew, Interim Housing Program Manager x1708
Support Staff: Sandy Solis, Division Secretary x1325

		Appointed	Term Expires
Roberson, Kendrick (JH)	At-large	04-04-23	11-30-24
Valdez, Daniel (JD)	At-large	02-07-23	11-30-24
Pulido, Ricardo (AR)	At-large	01-17-23	11-30-24
Clark Harris, Dr. Alice (LDH)	At-large Alt. [1]	04-04-23	11-30-24
Muhammad, Nafis (LDH)	At-large Alt. [2]	04-04-23	11-30-24
Perez, Karey (LDH)	At-large Alt. [3]	04-04-23	11-30-24
Hayes, Phyllis (LDH)	At-large Alt. [4]	04-04-23	11-30-24
Dzikowski, Barbara (LDH)	Park owner	04-04-23	11-30-24
Forbath, Susy (LDH)	Park owner	04-04-23	11-30-24
Horton, Maria (LDH)	Park owner Alt. [1]	04-04-23	11-30-24
Trueblood, William (LDH)	Park owner Alt. [2]	04-04-23	11-30-24
Gonzalez, Leonor (LDH)**	Resident homeowner	11-21-23	11-30-24
King, Tom (CH)	Resident homeowner	01-17-23	11-30-24
Davis, William (LDH)	Resident homeowner Alt. [1]	04-04-23	11-30-24
Richardson, Sheila (LDH)	Resident homeowner Alt. [2]	08-08-24	11-30-24

[15] Relocation Appeals Board

Established by:	Ordinance No. 74-313 (CMC § 21004)
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson.
Meetings:	Only when necessary
Staff Liaison:	Saied Naaseh, Director of Community Development x1770
Support Staff:	Sandy Solis, Economic Development Liaison x1325

		Appointed	Term Expires
Batucal, Dennis (LDH)		04-04-23	11-30-24
Evans, Linda (LDH)		04-04-23	11-30-24
Tate, Dorothy (LDH)**		01-23-24	11-30-24
Guray, Jr., Tancredo "Jun" (JD)		02-07-23	11-30-24
Hemphill, Dr. Afia (LDH)		04-04-23	11-30-24
Anson, Jr., Oscar (LDH)		01-23-24	11-30-24
Vacant (CH)			11-30-24
[Vacant] (JH)			11-30-24
Vacant (AR)			11-30-24
Vacant (LDH)	Alt. 1		11-30-24
Vacant (LDH)	Alt. 2		11-30-24
Vacant (LDH)	Alt. 3		11-30-24

III. SPECIAL COMMITTEE

[16] General Plan Advisory Committee

Established by Minute Action 10-03-17; Amended by Resolution No. 19-029; Amended by Resolution No. 21-031
Membership: 7 members; 2 alternates
Meetings: Only when necessary
Staff Liaison: McKina Alexander, Senior Planner x1326
Support Staff: Planning Technician x1327

		Appointed	Term Expires
Mayor Lula Davis-Holmes (LDH)		04-04-23	11-30-24
Councilmember Jim Dear (JD)		04-04-23	11-30-24
Brimmer, Charlotte (LDH)**		04-04-23	11-30-24
Dudley-Kimble, Monica (CH)		04-04-23	11-30-24
Gonzalez, Leonor (AR)		04-04-23	11-30-24
Hamilton, Dr. John (JH)		04-04-23	11-30-24
Sheriff Department Representative (LDH)		04-04-23	11-30-24
Cottrell-Fulbright, Lisa (LDH)	Alt. 1	04-04-23	11-30-24
Lott, Aminika (LDH)	Alt. 2	04-04-23	11-30-24

IV. SPECIAL BOARD

[17] Carson Reclamation Joint Powers Authority (CRJPA)

Established by Resolution No. 15-01-CRJPA; Resolution No. 21-02-CRJPA
Membership: 5 members
Meetings: 1st Monday, 4:00 p.m. (Helen Kawagoe Council Chambers)
Staff Liaison: John Raymond, Executive Director x1773
Support Staff: Sylvia Rubio, Executive Assistant x1318

	Appointed	Term Expires
Authority Chair Lula Davis-Holmes	06-07-21	06-07-26
Vice Chair Cedric Hicks	06-07-21	06-07-26
Board Member Ray Aldridge, Jr.	01-26-21	01-26-26
Board Member Lillian Hopson	01-21-21	01-21-26
Board Member Dianne Thomas	01-21-21	01-21-26

V. COUNCIL SUB-COMMITTEES

[18] Bingo/Fireworks/Refuse Ad Hoc Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	04-06-21
Councilmember Dear	04-06-21

[19] Community Development/Housing/Logistics & Transit Standing Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	06-01-21
Councilmember Dear	06-01-21

[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee
Established by Minute Order 04-02-19

	Appointed
Councilmember Hicks	06-01-21
Mayor Pro Tempore Hilton	06-01-21

[21] Legislative Ad Hoc Committee
Established by Minute Order 02-16-21

	Appointed
Mayor Davis-Holmes	07-16-24
Councilmember Hicks	07-16-24

[22] City Hall/Community Center Renovation Ad Hoc Committee
Established by Minute Order 01-26-21

	Appointed
Mayor Davis-Holmes	01-26-21
Mayor Pro Tempore Hilton	01-26-21

[23] Economic Development/E-Commerce Ad Hoc Committee
Established by Minute Order 03-02-21

	Appointed
Mayor Davis-Holmes	03-02-21
Councilmember Hicks	03-02-21

[24] Conditional Use Permit Ad Hoc Committee
Established by Minute Order 04-05-22

	Appointed
Mayor Davis-Holmes	04-05-22
Mayor Pro Tempore Hilton	04-05-22

[25] Short Term Rentals Ad Hoc Committee
Established by Minute Order 03-02-21

	Appointed
Councilmember Hicks	03-02-21
Mayor Pro Tempore Hilton	03-02-21

[26] Housing Ad Hoc Committee
Established by Minute Order 03-16-21

	Appointed
Mayor Davis-Holmes	03-16-21
Councilmember Dear	03-16-21

[27] Diversity, Equity and Inclusion Ad Hoc Committee
Established by Minute Order 09-07-21

	Appointed
Mayor Pro Tempore Hilton	09-07-21
Councilmember Rojas	03-01-22

[28] Standard Management Procedures and Special Events Ad Hoc Committee
Established by Minute Order 01-04-22

	Appointed
Mayor Davis-Holmes	01-04-22
Mayor Pro Tempore Hilton	01-04-22

[29] Cell 2 Settlement Ad Hoc Committee
Established by Minute Order 02-07-22 (Carson Reclamation Authority)

	Appointed
Authority Chair Lula Davis-Holmes	02-07-22
Board Member Dianne Thomas	02-07-22

[30] School Safety Ad Hoc Committee
Established by Minute Order 02-15-22

	Appointed
Mayor Pro Tempore Hilton	02-15-22
Councilmember Rojas	02-15-22
Captain Jones/Lieutenant Bolder	02-15-22

[31] Carson Finance and Audit Committee
Established by Minute Order 06-20-23

	Appointed
Mayor Davis-Holmes	06-20-23
Councilmember Rojas	06-20-23

[32] Short-Term Rentals Ad Hoc Committee
Established by Minute Order 10-03-23

	Appointed
Mayor Davis-Holmes	10-03-23
Mayor Pro Tempore Hilton	10-03-23

[33] No Bail Policy Ad Hoc Committee
Established by Minute Order 10-03-23

	Appointed
Mayor Pro Tempore Hilton	10-03-23
Councilmember Rojas	10-03-23
City Attorney Soltani	10-03-23

[34] Special Event Ad Hoc Committee
Established by Minute Order 06-06-24

	Appointed
Mayor Davis-Holmes	06-06-24
Mayor Pro Tempore Dr. Hilton	06-06-24

[35] LA '28 Olympics Ad Hoc Committee
Established by Minute Order 07-16-24

	Appointed
Mayor Davis-Holmes	07-16-24
Mayor Pro Tempore Dr. Hilton	07-16-24

VI. CITY AFFILIATED ORGANIZATIONS

[36] California Contract Cities Association

		Appointed
Councilmember Dear	Delegate	04-06-21
Councilmember Hicks	Alt.	04-06-21

[37] Clean Power Alliance
Ord. No. 17-1633; LACCE Joint Powers Agreement (Authority)

		Appointed
Councilmember Hicks	Delegate	11-15-22
Councilmember Dear	Alt. 1	11-15-22
Staff Member Reata Kulcsar	Alt. 2	11-15-22

[38] County of Los Angeles Public Library Commission

		Appointed
Councilmember Dear	Delegate	05-13-20

[39] County Sanitation Districts of Los Angeles (Dist. No. 8)*
Automatic designation of Mayor as Delegate per Health and Safety Code Section 4730. City Council as governing body, must select an alternate to act in place of presiding officer (Mayor) in absence, inability, or refusal to act.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dear	Alt.	01-26-21

[40] Greater Los Angeles County Vector Control District (Formerly SE Mosquito Abatement)*
The District's governing power is vested in its 35 members of the Board of Trustees. One trustee is appointed by each of the 34 cities and the County Board of Supervisors appoints one to represent unincorporated areas of Los Angeles County. To be appointed, the member must reside in and be a resident voter of the representative city (or county for county member) in the District. Board member duties and responsibilities include setting policy, establishing the budget, approving expenditures, and retaining legal counsel. The vector Trustee appointment and term are governed by the State Health and Safety Code and begin and end on the first Monday in January. Additionally, the State Health and Safety Code does not allow for alternate members to be appointed.

		Appointed	Term Expires
Councilmember Dear	Delegate	01-26-21 (effective 01-03-22)	01-05-26

[41] L.A. County City Selection Committee

Per Government Code Section 50270, the membership of each such City Selection Committee shall consist of the Mayor of each city within the county. Members of the LA County City Selection Committee include the Mayor of each city within Los Angeles County. Each city appoints an elected official as a delegate to the City Selection Committee; it usually is the Mayor. The term of office for each Member of the LA County City Selection Committee coincides with City Mayor terms, and the Committee meets three or four times a year, at the call of the Chairman. Their duties are to appoint City representatives to such Boards, Commissions and Agencies as may be required by law, i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County (North County/San Fernando Valley, San Gabriel Valley, Southeast Long Beach and Southwest Corridor) shall meet as a Sector Subcommittee. Each candidate with a majority weighted vote will then be nominated from that Sector for consideration for appointment to the MTA.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Mayor Pro Tempore Hilton	Alt.	01-23-24

[42] League of California Cities

		Appointed
Councilmember Rojas	Delegate	03-01-22
Mayor Pro Tempore Hilton	Alt. 1	01-26-21
Councilmember Dear	Alt. 2	01-26-21

[43] League of California Cities (Los Angeles Co. Division)

		Appointed
Councilmember Dear	Delegate	01-26-21
Mayor Pro Tempore Hilton	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	03-01-22

[44] National League of Cities

		Appointed
Councilmember Hicks	Delegate	01-26-21
Mayor Pro Tempore Hilton	Alt. 1	01-26-21
Councilmember Dear	Alt. 2	01-26-21

[45] South Bay Cities Council of Govts (Joint Powers Authority)

		Appointed
Councilmember Hicks	Delegate	01-26-21
Councilmember Dear	Alt.	01-26-21

[46] South Bay Workforce Investment Board

		Appointed	Term Expires
Ted Cordova	Member	06-18-24	06-30-28
Jeffrey Jennison	Member	06-18-24	06-30-28
Janice Jimenez	Member	07-01-21	06-30-25
Tamala Lewis	Member	07-01-19	06-30-23
Tami Lorenzen-Fanselow	Member	07-01-19	06-30-23

[47] Southern California Association of Governments (SCAG)

		Appointed
Mayor Pro Tempore Hilton	Delegate	01-26-21
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Dear	Alt. 2	01-26-21

[48] U.S. Conference of Mayors

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Rojas	Alt. 1	03-01-22
Councilmember Hicks	Alt. 2	01-26-21

[49] West Basin Water Association

		Appointed
Councilmember Dear	Delegate	01-26-21
Councilmember Hicks	Alt.	01-26-21

[50] LGBTQ+ Ad Hoc Committee
Established by Minute Order 11-01-22

		Appointed
Mayor Pro Tempore Hilton		11-01-22
Councilmember Rojas		11-01-22
Mayor Davis-Holmes	Alternate	

[51] Grocery Store Ad Hoc Committee
Established by Minute Order 06-18-24

		Appointed
Mayor Pro Tempore Hilton	Member	06-18-24
Councilmember Hicks	Member	06-18-24