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

Tuesday, September 30, 2025
701 East Carson Street
City Hall

5:00 PM

Lula Davis-Holmes, Mayor

Jawane Hilton, District 1 Councilmember

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

Jim Dear, District 2 Councilmember

Arleen Bocatija Rojas, District 4 Councilmember

Dr. Khaleah Bradshaw, City Clerk

Monica Cooper, City Treasurer

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

PUBLIC INFORMATION

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

PUBLIC VIEWING AVAILABLE BY:

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

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

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

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

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

1. PASTOR JOSHUA BAKER FROM SOUTH BAY NEW LIFE CHRISTIAN CENTER

CLOSED SESSION (Items 2-7)

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

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

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

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

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

   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Ruben Hovanesian v. City of Carson, et al., Los Angeles Superior Court Case No. 23CMCV01560.

4. 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: Monique Alvarez, et. al. v. Prologis, Inc., City of Carson, et. al. LA Superior Court No. 21CVSV38929.

5. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (CITY COUNCIL)

   — A closed session will be held, pursuant to Government Code Section 54956.8, to enable the City to consider negotiations with Theresa Sardisco, with whom the City is negotiating, and to give direction to its negotiator David C. Roberts, Jr., City Manager, regarding that certain real property known as 24205 Avalon Boulevard, Carson, CA 90745, APN: 7406-017-035. The City's real property negotiator will seek direction from the City Council regarding price and terms of payment for the property.

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

   — A closed session will be held, pursuant to Government Code Section 54956.9 (d)(4), because the City is considering whether to initiate litigation in 1 potential case.

7. 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)

RULES OF DECORUM:

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

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

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

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Item 8)

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

PRESENTATIONS (Items 9-14)

9. PROCLAMATION RECOGNIZING OCTOBER AS FILIPINO - AMERICAN HISTORY MONTH

10. PROCLAMATION RECOGNIZING OCTOBER AS BULLYING PREVENTION MONTH

11. PROCLAMATION RECOGNIZING OCTOBER AS CANCER AWARNESS MONTH

12. PROCLAMATION RECOGNIZING SEPTEMBER 12 - OCTOBER 12, 2025, AS NATIONAL DRIVE ELECTRIC MONTH

13. UPDATE FROM VETERANS AFFAIRS COMMISSION

14. PRESENTATION ON THE CITY OF CARSON'S ELECTRIC VEHICLE CHARGING WALLET PILOT PROGRAM

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

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

APPROVAL OF MINUTES (Item 15)

15. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - SEPTEMBER 11, 2025 (SPECIAL) AND SEPTEMBER 16, 2025 (REGULAR)

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

CONSENT (Items 16-27)

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.

16. CONSIDER ADOPTING RESOLUTION NO. 25-120, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $6,165,159.70, DEMAND CHECK NUMBERS 181067 THROUGH 181355 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-120, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $6,165,159.70, DEMAND CHECK NUMBERS 181067 THROUGH 181355."

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

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

18. CONSIDER APPROVAL OF FORMS, AGREEMENTS AND RESOLUTION NO. 25-122 ALLOWING THE CITY OF CARSON TO PARTICIPATE IN ADDITIONAL NATIONAL OPIOID SETTLEMENTS WITH SECONDARY MANUFACTURES ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN AND ZYDUS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Settlement Agreements and Combined Subdivision Participation and Release Form for the City's participation in the National Opioid Settlement Agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus.

— 2. APPROVE the Eight California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the National Opioid Settlement Agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus.

— 3. ADOPT Resolution No. 25-122 approving and authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus, including signing necessary documents and transmittal thereof as necessary.

19. CONSIDER APPROVING A MEMORANDUM OF UNDERSTANDING WITH PHILLIPS 66 COMPANY RELATED TO PROCEDURAL TERMS FOR A POTENTIAL APPLICATION FOR REDEVELOPMENT OF THE SITE OF THE REFINERY LOCATED AT 1520 E. SEPULVEDA BLVD. FOLLOWING CESSATION OF REFINERY OPERATIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the MEMORANDUM OF UNDERSTANDING with Phillips 66 Company (Exhibit No. 1; "MOU"); and

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

20. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING AUGUST 31, 2025 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE

21. CONSIDER AWARDING A PURCHASE ORDER TO WINNER CHEVROLET INC. FOR THE PURCHASE OF FIVE NEW 2025 OR NEWER MID-SIZE ELECTRIC VEHICLES FOR MULTIPLE DEPARTMENTS USE AND ADOPTION OF RESOLUTION NO. 25-117 " A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ADOPT Resolution No. 25-117 "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS."

— 2. APPROVE a purchase order with Winner Chevrolet, Inc., for two (2) Chevrolet Equinox EV SUVs and three (3) Chevrolet Blazer EV SUVs, with a total budget not to exceed $220,000.00.

22. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICE AGREEMENT WITH TRANSTECH ENGINEERS INC. TO PROVIDE ON-CALL PROJECT MANAGEMENT AND INSPECTION SERVICES FOR THE PUBLIC WORKS DEPARTMENT AND INFORMATION TECHNOLOGY & SECURITY DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 to the Contract Services Agreement with Transtech Engineers Inc. to add on-call project management services and on-call construction inspection services by $461,750.00, for an amount not-to-exceed $1,417,526.00.

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

23. CONSIDER AWARDING AND APPROVING A CONTRACT SERVICES AGREEMENT WITH UBER TECHNOLOGIES, INC. FOR DIAL-A-RIDE SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE a Contract Services Agreement with UBER TECHNOLOGIES, INC. for a five-year term, with the option for a two (2) year extension, for a not-to-exceed Contract Sum of $4,000,000 over the course of the initial term (Exhibit No. 1; "Agreement").

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

24. CONSIDER APPROVING AMENDMENT NO. 3 TO CONTRACT NO. 23-270 WITH T&G GLOBAL, LLC, DBA ST. NICK'S CHRISTMAS LIGHTING AND DECOR, TO AUTHORIZE HOLIDAY DECORATION ENHANCEMENTS FOR THE 2025 WINTER HOLIDAY SEASON

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 3 to Contract 23-270 between the City of Carson and T&G Global, LLC, dba St. Nick’s Christmas Lighting & Décor, that would authorize holiday decoration enhancements for the 2025 winter holiday season at a cost of $63,035.00 (Exhibit No. 5; “Amendment No. 3”); and

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

25. CONSIDER APPROVING A PURCHASE ORDER TO ITERIS, INC. FOR EQUIPMENT PURCHASE FOR PROJECT NO. 1687 - CARSON STREET INTELLIGENT TRANSPORTATION SYSTEM (ITS) PROJECT AND CONSIDER APPROVING RESOLUTION 25-115, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING FISCAL YEAR 2025-2026 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE the formal bidding process as allowed by CMC 2611(i)(2) Intellectual property with a unique or special purpose, as documented in writing by the Purchasing Manager.

— 2. WAIVE the formal contract requirement as allowed by CMC 2606(b).

— 3. APPROVE a Purchase Order with Iteris, Inc. for equipment on Project No. 1687 for a total amount not to exceed $295,206.28.

— 4. AUTHORIZE the Purchasing Division to issue a purchase order to Iteris, Inc.

— 5. ADOPT Resolution 25-115 “A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS," to allocate funds in the amount of $300,000.00 for PW1687 - Carson Street Intelligent Transportation System (Exhibit No. 4).

26. CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF CARSON AND LOS ANGELES COUNTY SANITATION DISTRICT FOR PROJECT NO.1515 - CARSON STORMWATER CAPTURE FACILITY AT CARRIAGE CREST PARK EXTENDING THE CONTRACT THROUGH SEPTEMBER 30, 2026 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 3 to the Operation and Maintenance Agreement between the City of Carson and the Los Angeles County Sanitation District No. 2 extending the term of the contract through September 30, 2026, for Project No.1515 – Carson Storm-water Capture Facility at Carriage Crest Park.

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

27. CONSIDER APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH IGM TECHNOLOGY CORP (GRAVITY) FOR THE CAPITAL IMPROVEMENT PROJECTS (CIP) REPORT BOOK (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No.1 to Agreement with IGM Technology Corp, for an increased amount not to exceed $39,779.52, increasing the total contract sum to $109,659.52; and

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

SPECIAL ORDERS OF THE DAY

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

DISCUSSION (Items 28-31)

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

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

29. CONSIDERATION OF AN APPOINTMENT TO THE SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB) SEAT REPRESENTED BY CITY OF CARSON BUSINESS SECTOR MEMBER

RECOMMENDED ACTION

— 1. APPOINT Shawn Webb, President for FlightWave Aerospace to the South Bay Workforce Investment Board for the term expiring June 30, 2027

30. CONSIDER AWARD OF CONSTRUCTION CONTRACT TO ALFARO COMMUNICATIONS CONSTRUCTION, INC. FOR PROJECT NO. 1649: TRAFFIC SIGNAL UPGRADE AT FOUR INTERSECTIONS (AVALON BOULEVARD/VICTORIA STREET, MAIN STREET/SEPULVEDA BOULEVARD, MAIN STREET/223RD STREET, AND FIGUEROA STREET/TORRANCE BOULEVARD) [FEDERAL AID PROJECT NO. HSIP-5403(030)] (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a Construction Contract for Project No. 1649: Traffic Signal Upgrade at Four Intersections in the amount of $2,804,525.22 to the lowest responsible bidder, Alfaro Communications Construction Inc.; and

— 2. AUTHORIZE the Mayor to execute a construction contract following approval as to form by the City Attorney.

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

RECOMMENDED ACTION

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

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

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

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

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

ORDINANCE SECOND READING

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

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

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

MEMORIAL ADJOURNMENTS

ADJOURNMENT

Date Posted: September 25, 2025

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Tuesday, September 30, 2025, 5:00 PM

APPROVAL OF MINUTES 15.

To: City Council, Successor Agency, and Housing Authority

From: Joy Simarago, Deputy City Clerk CCO Administration

Subject: APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - SEPTEMBER 11, 2025 (SPECIAL) AND SEPTEMBER 16, 2025 (REGULAR)

I. SUMMARY

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

- Thursday, September 11, 2025 (Special)
- Tuesday, September 16, 2025 (Regular)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, September 11, 2025 (Special)
2. Minutes, September 16, 2025 (Regular)

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

Attachments

Minutes - CC Special Mtg 09-11-25.pdf
Minutes - CC Reg Mtg 09-16-25.pdf

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL
SPECIAL MEETING

SEPTEMBER 11, 2025

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

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

ROLL CALL (CITY CLERK)

City Clerk, Dr. Khaleah K. Bradshaw noted the roll:

Council Members Present:

Mayor Lula Davis-Holmes

Mayor Pro Tempore Cedric Hicks, Sr.

Council Member, Dr. Jawane Hilton

Council Member Arleen Rojas

Council Members Absent:

Council Member Jim Dear

Also Present:

Sunny Soltani, City Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John Raymond, Assistant City Manager; William Jefferson, Director of Finance; Gary Carter, Director of Information Technology and Security; and Thomas Toman, Deputy City Manager

FLAG SALUTE

Mayor Pro Tempore Hicks, Sr. led the Pledge of Allegiance.

INVOCATION

Council Aide/Pastor K. W. Tulloss gave the invocation.

CLOSED SESSION (Items 1-2)

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

RECOMMENDED ACTION

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

ACTION: No reportable action was taken.

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

RECOMMENDED ACTION

— 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 one case.

ACTION: No reportable action was taken.

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

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

City Manager Roberts, Jr. announced the Closed Session items.

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

The meeting was recessed at 5:05 P.M. by Mayor Davis-Holmes to Closed Session.

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

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

RULES OF DECORUM:

The Rules of Decorum recording was presented earlier in the meeting.

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

The meeting was reconvened at 5:33 P.M. by Mayor Davis-Holmes with all members previously noted present except Council Member Dear absent.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

City Attorney Soltani provided the Closed Session report.

INTRODUCTIONS (MAYOR)

None.

PRESENTATIONS

None.

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

None.

APPROVAL OF MINUTES

None.

CONSENT

None.

SPECIAL ORDERS OF THE DAY

None.

DISCUSSION

None.

ORDINANCE SECOND READING

None.

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

None.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

None.

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

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

Council Member, Dr. Hilton closed the meeting in prayer in honor of September 11th.

ADJOURNMENT

The meeting was adjourned at 5:36 P.M. by Mayor Davis-Holmes.

_____

Lula Davis-Holmes

Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw

City Clerk

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING

SEPTEMBER 16, 2025

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

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

ROLL CALL (CITY CLERK)

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

Council Members/Agency Members/Authority Board Members Present:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes

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

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

Council Member/Agency Member/Authority Board Member Jim Dear

Council Member/Agency Member/Authority Board Member Arleen Rojas

Also Present:

Monica Cooper, City/Agency/Authority Treasurer; Sunny Soltani, City/Agency/Authority Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John Raymond, Assistant City Manager; Michael Whittiker, Jr., Director of Community Services; Dr. Arlington Rodgers, Jr., Director of Public Works; William Jefferson, Director of Finance; Gary Carter, Director of Information Technology and Security; Josh Boudreaux, Director of Human Resources; Thomas Toman, Deputy City Manager; Reata Kulcsar, Energy and Sustainability Officer; and Kourtney Cullors, Chief Deputy City Clerk

FLAG SALUTE

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

INVOCATION (Item 1)

1. BISHOP BYRON L. SMITH SR. FROM GETHSEMANE CHRISTIAN LOVE MISSIONARY BAPTIST CHURCH - 5:04 PM

Bishop Byron L. Smith, Sr. gave the invocation.

CLOSED SESSION (Items 2-6)

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

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

ACTION: No reportable action was taken.

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: Virginia Garcia, et al. v. City of Carson, et al., Los Angeles Superior Court Case No. 24CMCV00552

ACTION: No reportable action was taken.

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

— A closed session will be held, pursuant to Government Code Section 54956.9 (d)(4), because the City is considering whether to initiate litigation in one potential case.

ACTION: Item No. 4 was not taken up.

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

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

ACTION: No reportable action was taken.

6. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 54956.8, to enable the City to consider negotiations with Theresa Sardisco, with whom the City is negotiating, and to give direction to its negotiator David C. Roberts, Jr., City Manager, regarding that certain real property known as 24205 Avalon Boulevard, Carson, CA 90745, APN: 7406-017-035. The City's real property negotiator will seek direction from the City Council regarding price and terms of payment for the property.

ACTION: Item No. 6 was not considered.

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

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

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

The meeting was recessed at 5:07 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

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

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

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

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

6. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (CITY COUNCIL)

RULES OF DECORUM:

The Rules of Decorum recording was presented earlier in the meeting.

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

The meeting was reconvened at 6:09 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present except Mayor Davis-Holmes absent and Council Member Rojas absent.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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

(Mayor Davis-Holmes and Council Member Rojas reentered the meeting at 6:09 P.M.)

INTRODUCTIONS (MAYOR) (Items 7-8)

7. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:10 PM

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

Council Member/Agency Member/Authority Board Member, Dr. Hilton asked Captain Norman if special attention can be made to the Malloy Park/Galaxy West area of Carson. There have been concerns with residents visiting from nearby neighborhoods causing some issues. He called the Watch Commander and it took about two hours for the Sheriff's to arrive. Captain Norman responded in the affirmative.

8. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE - 6:17 PM

Assistant Chief Brian Kane gave the Public Safety Report for the month of August.

PRESENTATIONS (Items 9-11)

9. INFORMATIONAL UPDATE FROM THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited and reentered the meeting at 6:19 P.M.)

Council Member Dear, Trustee for the Greater Los Angeles County Vector Control District representing Carson, spoke from the podium and introduced David Pailin, Jr., Communications Manager for the Vector Control District. Council Member Dear asked for a moment of silence for Carson resident, Al Shipman, who passed away due to the West Nile virus.

David Pailin, Jr. gave a PowerPoint presentation about the district, services, and programs.

10. PROCLAMATION RECOGNIZING SEPTEMBER AS SICKLE CELL AWARENESS MONTH - 6:43 PM

Item No. 10 was heard after Item No. 11.

Council Member/Agency Member/Authority Board Member, Dr. Hilton read and presented the proclamation to Bessie Auberry, mother of his childhood friend David Auberry who passed away a few years ago. Her husband was also in attendance. She offered comments and accepted the proclamation with words of gratitude.

11. UPDATE FROM PUBLIC RELATIONS COMMISSION

Item No. 11 was heard after Item No. 9.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited and reentered the meeting at 6:36 P.M.)

Pamela Pitcher, Chair of the Public Relations Commission, gave an update of activities from the Public Relations Commission. She introduced members of the Public Relations Commission who were present.

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

This item was heard after Item No. 10.

The following individuals offered comments regarding Item No. 34 in support of an extension of the moratorium and for City Council to consider the development of a task force.

Seng So, representing Asian Pacific Environmental Network (APEN)

Kya Le, representing APEN

K Sanchez, representing APEN

Jonathan Jesse Garcia, representing APEN

APPROVAL OF MINUTES (Item 12)

12. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - SEPTEMBER 2, 2025 (REGULAR)- 7:08 PM

Item No. 12 was heard after Item No. 34.

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

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

CONSENT (Items 13-32)

Council Member/Agency Member/Authority Board Member Dear requested to remove Items No. 23, 25, 26, 30 and 32 for discussion.

Consent Items No. 13-32 were approved except for Items No. 23, 25, 26, 30, and 32.

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

13. CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF JULY AND AUGUST 2025 PER ORDINANCE 24-2401 (CITY COUNCIL)- 7:08 PM

RECOMMENDED ACTION

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

ACTION: Item No. 13 was approved on Consent.

14. CONSIDER THE ADOPTION OF RESOLUTION NO. 25-109, AUTHORIZING THE DESTRUCTION OF SPECIFIED CITY RECORDS WITHIN THE REVENUE DIVISION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-109, “A RESOLUTION OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF SPECIFIED CITY RECORDS WITHIN THE REVENUE DIVISION.

ACTION: Item No. 14 was approved on Consent.

15. FISCAL YEAR 2025-2026 YEAR-END CONTINUING APPROPRIATIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-113, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025/26 BUDGET TO CONTINUE UNSPENT

APPROPRIATIONS FROM FISCAL YEAR 2024/25"

ACTION: Item No. 15 was approved on Consent.

16. CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD AUGUST 1, 2025 THROUGH AUGUST 31, (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 16 was approved on Consent.

17. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER AUTHORITY FOR THE PERIOD JULY 1, 2025 THROUGH AUGUST 31, 2025 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 17 was approved on Consent.

18. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER THE AUTHORITY OF DEPARTMENT DIRECTORS FOR THE PERIOD JULY 1, 2025 THROUGH AUGUST 31, 2025 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER ADOPTING RESOLUTION NO. 25-111, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,046,448.92, DEMAND CHECK NUMBERS 180956 THROUGH 181066 AND 267 FOR GENERAL DEMAND (CITY COUNCIL)- 7:08 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-111, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,046,448.92, DEMAND CHECK NUMBERS 180956 THROUGH 181066 AND 267 FOR GENERAL DEMAND".

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER ADOPTING RESOLUTION NO. 25-09-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $3,289.16, DEMAND CHECK NUMBER SA-001962 THROUGH SA-001967 (CITY COUNCIL)- 7:08 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution NO. 25-09-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $3,289.16, DEMAND CHECK NUMBER SA-001962 THROUGH SA-001967".

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER ADOPTING RESOLUTION NO. 25-10-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $16,702.16, DEMAND CHECK NUMBERS HA-002065 THROUGH HA-002069 (CITY COUNCIL)- 7:08 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-10-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $16,702.16, DEMAND CHECK NUMBERS HA-002065 THROUGH HA-002069".

ACTION: Item No. 21 was approved on Consent.

22. CONSIDER APPROVAL OF FORMS, AGREEMENTS AND RESOLUTION NO. 25-112 ALLOWING THE CITY OF CARSON TO PARTICIPATE IN ADDITIONAL NATIONAL OPIOID SETTLEMENT WITH PURDUE AND THE SACKLER FAMILY (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Settlement Agreement and Participation Form for the City’s participation in the National Opioid Settlement Agreement with Purdue Pharma LP and the Sackler Family.

— 2. APPROVE the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds relating to the National Opioid Settlement Agreement with Purdue Pharma LP and the Sackler Family.

— 3. ADOPT Resolution No. 25-112 approving and authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlement with Purdue Pharma LP and the Sackler Family, including signing necessary documents and transmittal thereof as necessary.

ACTION: Item No. 22 was approved on Consent.

23. CONSIDER SHIFTING THE OCTOBER 7, 2025, REGULAR CITY COUNCIL MEETING TO SEPTEMBER 30, 2025 BY MINUTE ORDER (CITY COUNCIL)

** Item was Removed from Consent

Item No. 23 was heard after approval of the Consent items.

Council Member/Agency Member/Authority Board Member Dear stated the staff report did not indicate the reason for the move of the meeting and asked why.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes responded that it is her request to place this item on the agenda because she will be out of the country on October 7, 2025.

RECOMMENDED ACTION

— 1. APPROVE a one-time shift of the October 7, 2025, Regular City Council meeting to September 30, 2025, by minute order.

Motion To Approve submitted by Jim Dear seconded by Mayor Lula Davis-Holmes resulting in 5-0-0-0-0

24. CONSIDER THE ADOPTION OF RESOLUTION NO. 25-110, AUTHORIZING THE DESTRUCTION OF SPECIFIED CITY RECORDS WITHIN THE HUMAN RESOURCES DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-110, "A RESOLUTION OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF SPECIFIED CITY RECORDS WITHIN THE HUMAN RESOURCES DEPARTMENT.

ACTION: Item No. 24 was approved on Consent.

25. CONSIDER ADOPTING MULTIPLE RESOLUTIONS REALIGNING SUPERVISION OF DEPARTMENTS WITH PROPOSED NEW AND UPDATED JOB SPECIFICATIONS TO IMPROVE EFFECIENCY AND ACCOUNTABILITY ACROSS OPERATIONAL AND ADMINISTRATIVE INTERNAL SERVICE WORK-GROUPS IN THE CITY (CITY COUNCIL)- 7:11 PM

** Item was Removed from Consent

Item No. 25 was heard after Item No. 23.

Council Member/Agency Member/Authority Board Member Dear referred to staff recommendation No. 8 and asked if there will be two Deputy City Manager positions.

City Manager Roberts, Jr. responded in the affirmative.

RECOMMENDED ACTION

— 1. APPROVE the City Manager's realignment of departmental supervision with proposed new and updated job specifications to improve efficiency and supervision across operational and administrative internal service workgroups in the City; and

— 2. WAIVE further reading and ADOPT Resolution No. 25-100, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR MULTIMEDIA MANAGER"; and

— 3. WAIVE further reading and ADOPT Resolution No. 25-101, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR MULTIMEDIA PRODUCER"; and

— 4. WAIVE further reading and ADOPT Resolution No. 25-102, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR GOVERNMENT AFFAIRS OFFICER"; and

— 5. WAIVE further reading and ADOPT Resolution No. 25-103, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR EXECUTIVE DIRECTOR OF THE CARSON RECLAMATION AUTHORITY"; and

— 6. WAIVE further reading and ADOPT Resolution No. 25-104, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE 5. CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR EXECUTIVE ASSISTANT (CARSON RECLAMATION AUTHORITY)"; and

— 7. WAIVE further reading and ADOPT Resolution No. 25-105, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY AMENDING AND RESTATING THE JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT"; and

— 8. WAIVE further reading and ADOPT Resolution No. 25-106, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN,

RESOLUTION NO. 77-111, BY AMENDING AND RESTATING THE JOB CLASSIFICATION SPECIFICATION AND SALARY ALLOCATION FOR DEPUTY CITY MANAGER"; and

— 9. WAIVE further reading and ADOPT Resolution No. 25-107, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE SALARY AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES EFFECTIVE July 1, 2024, AND RESCINDING RESOLUTION NO. 25-040".

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

26. CONSIDER ISSUING THE "10-DAY REPORT" PURSUANT TO GOVERNMENT CODE SECTION 65858(D) REGARDING INTERIM URGENCY ORDINANCE NO. 24-2416U, WHICH EXTENDED A TEMPORARY 45-DAY MORATORIUM ON CONSIDERATION OF APPLICATIONS AND APPROVAL AND ISSUANCE OF PERMITS AND ENTITLEMENTS FOR COMMERCIAL OR INDUSTRIAL REDEVELOPMENT AND SUBSEQUENT USE OF CURRENT OIL REFINERY SITES WITHIN THE CITY OF CARSON FOLLOWING CESSATION OF REFINERY OPERATIONS (CITY COUNCIL)- 7:13 PM

** Item was Removed from Consent

Council Member/Agency Member/Authority Board Member Dear asked for a staff report.

Assistant City Manager, Dr. Lennox gave a report.

City/Agency/Authority Attorney Soltani elaborated on the report.

RECOMMENDED ACTION

— 1. ISSUE the "10-Day Report on Interim Ordinance No. 24-2414U" (Exhibit No. 2)

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

27. CONSIDER APPROVING RESOLUTION ON. 25-090 AUTHORIZING SUBMITTAL OF APPLICATION AND DECLARING THE CITY'S INTENTION TO APPLY FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S BROWNFIELDS JOB TRAINING GRANTS (CITY COUNCIL)- 7:08 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-090, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION AND DECLARING THE CITY'S INTENTION TO APPLY FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELD JOB TRAINING GRANTS".

ACTION: Item No. 27 was approved on Consent.

28. CONSIDER ACCEPTING A $1,000,000 GRANT AWARD AND RATIFYING THE CITY'S REVOLVING LOAN FUND (RLF) COOPERATIVE AGREEMENT WITH THE US ENVIRONMENTAL PROTECTION AGENCY (US EPA) ENTERED INTO BETWEEN THE CITY OF CARSON AND US EPA; (2) ADOPTING RESOLUTION NO. 25-091 AMENDING THE FISCAL YEAR 2025-2026 CITY BUDGET TO ACCEPT THE RLF GRANT AWARD AND AUTHORIZE RELATED EXPENDITURES;- 7:08 PM

RECOMMENDED ACTION

— 1. RATIFY and APPROVE the US EPA MARC Cooperative Agreement, dated August 6, 2025 (Exhibit No. 1); and

— 2. WAIVE further reading and ADOPT Resolution No. 25-091, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET TO ACCEPT ONE GRANT IN THE TOTAL AMOUNT OF $1,000,000 IN CONNECTION WITH THE US EPA MULTIPURPOSE, ASSESSMENT, REVOLVING LOAN FUND, AND CLEAN-UP (MARC) GRANT PROGRAM".

ACTION: Item No. 28 was approved on Consent.

29. CONSIDERATION TO APPROVE THE SERVICE LEVEL AGREEMENT FOR FY 2025-2026 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SERVICE LEVEL AGREEMENT WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (CITY COUNCIL)- 7:08 PM

RECOMMENDED ACTION

— 1. APPROVE the Los Angeles County Sheriff's Department Service Level Agreement for FY 2025-2026.

— 2. AUTHORIZE the City Manager to execute the Los Angeles County Sheriff's Department Service Level Agreement for FY 2025-2026.

ACTION: Item No. 29 was approved on Consent.

30. CONSIDER AN UPDATED STANDARD MANAGEMENT PROCEDURE 2.11 FOR EVENT ATTENDANCE AND REPORTING (CITY COUNCIL)

** Item was Removed from Consent

Item No. 30 was heard after Item No. 26.

Council Member/Agency Member/Authority Board Member Dear requested a staff report.

City Manager Roberts, Jr. gave a report.

City/Agency/Authority Attorney Soltani noted a copy of the proposed updated version of SMP

2.11 is available for the City Council and the public and read the red-lined version into the record.

She noted a line has been added under Daily Per Diem, "should given unique circumstances someone missed the complimentary food provided at a conference upon submission of a receipt they should be reimbursed for what they actually spent on food".

Council Member/Agency Member/Authority Board Member Dear offered comments.

City Manager Roberts, Jr. offered comments.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes offered comments.

Council Member/Agency Member/Authority Board Member, Dr. Hilton offered comments.

RECOMMENDED ACTION

— 1. APPROVE the proposed updated SMP 2.11.

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

31. APPROVAL OF FISCAL YEAR 2025-2026 SERVICE LEVEL REQUEST AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL (LADACC) (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Fiscal Year 2025-2026 Service Level Request with the Los Angeles County Department of Animal Care and Control.

— 2. AUTHORIZE the City Manager to execute the Service Level Agreement with Los Angeles County Department of Animal Care and Control (LADACC).

ACTION: Item No. 31 was approved on Consent.

32. CONSIDER ACCEPTANCE OF A QUITCLAIM EASEMENT FROM SOUTHERN CALIFORNIA EDISON CONCERNING EASEMENT PREVIOUSLY GRANTED BY CITY, WHICH PERTAINS TO A NARROW SECTION OF CARRIAGE CREST PARK LOCATED AT THE NORTHWEST CORNER OF THE SITE (CITY COUNCIL)

** Item was Removed from Consent

Item No. 32 was heard after Item No. 30.

Council Member/Agency Member/Authority Board Member Dear asked the completion date of the Carriage Crest Park expansion project.

(Council Member/Agency Member/Authority Board Member Rojas exited the meeting at 7:44 P.M. and reentered the meeting at 7:45 P.M.)

Director Whittiker, Jr. responded the completion date is April 2026.

RECOMMENDED ACTION

— 1. APPROVE a Quitclaim of Easement quitclaiming Southern California Edison's easement interest acquired through the Grant of Easement having document number 20240148900 and recorded March 6, 2024 with the Los Angeles County Recorder's Office.

— 2. AUTHORIZE the City Manager to execute a Certificate of Acceptance of the Quitclaim of Easement from Southern California Edison transferring SCE's easement interests acquired through the Grant of Easement to the City.

Motion To Approve submitted by Jim Dear seconded by Cedric L. Hicks Sr. resulting in 4-0-0-0-1 Absent was Arleen Bocatija-Rojas

SPECIAL ORDERS OF THE DAY (Items 33-34)

33. PUBLIC HEARING TO CONSIDER A SUBSTANTIAL AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS (CDBG-CV) PROGRAM YEAR 2024-2025 BUDGET TO REALLOCATE UNEXPENDED FUNDS INTO PROGRAM YEAR 2025–2026 (CITY COUNCIL)- 8:03 PM

Item No. 33 was heard after Item No. 34.

City Manager Roberts, Jr. presented the item.

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

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

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

Housing Analyst Duane Cobb gave a report.

RECOMMENDED ACTION

— 1. OPEN the Public Hearing, TAKE public Testimony, and CLOSE the Public Hearing;

— 2. APPROVE the submission of Substantial Amendments to the 2024-25 and 2019-20 Annual Action Plans to the U.S. Department of Housing and Urban Development (HUD);

— 3. APPROVE the proposed Substantial Amendment to the City of Carson's CDBG and CDBG-CV Annual Action Plan for the reallocation of unexpended funds;

— 4. WAIVE further reading and ADOPT Resolution No. 25-096 reallocating $895,896.22 in CDBG Program Year 2024–2025 funds and $238,642.25 in unexpended CDBG-CV funds to the Program Year 2025–2026 Annual Action Plan; and

— 5. AUTHORIZE the City Manager, or designee, to execute any amendments, forms, or certifications necessary to effectuate the approved allocations.

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

34. PUBLIC HEARING TO CONSIDER EXTENDING A TEMPORARY MORATORIUM ON CONSIDERATION OF APPLICATIONS AND APPROVAL AND ISSUANCE OF PERMITS AND ENTITLEMENTS FOR COMMERCIAL OR INDUSTRIAL REDEVELOPMENT AND SUBSEQUENT USE OF CURRENT OIL REFINERY SITES WITHIN THE CITY OF CARSON FOLLOWING CESSATION OF REFINERY OPERATIONS AND DECLARING THE URGENCY THEREOF (CITY COUNCIL)

Item No. 34 was heard after Oral Communications for Matters Listed on the Agenda (Members of the Public).

Mayor/Agency Chairman/Authority Chairman Davis-Holmes moved up Item No. 34 and declared the Public Hearing open.

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

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

At the request of the City Attorney, Mayor/Agency Chairman/Authority Chairman Davis-Holmes addressed the Minutes Item and Consent Items before continuing with Item No. 34.

Item No. 34 was heard again after Item No. 32.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 7:52 P.M. and reentered the meeting at 7:53 P.M.)

City Manager Roberts, Jr. presented the item.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted speakers spoke during the Oral Communications for Matters Listed on the Agenda (Members of the Public) portion of the meeting.

Planning Manager McKina Alexander gave a report.

City/Agency/Authority Attorney Soltani elaborated on the report.

Assistant City Manager, Dr. Lennox offered comments.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes offered comments

Council Member/Agency Member/Authority Board Member Dear offered comments.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested a Walking Man to serve all the districts.

RECOMMENDED ACTION

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

— 2. DISCUSS and PROVIDE direction to staff as to whether or not to prepare an ordinance extending the moratorium for one year for consideration of adoption at the next meeting.

Motion

Mayor/Agency Chairman/Authority Chairman Davis-Holmes approved staff recommendation to not extend the moratorium and establish a task force to start the application process.

City/Agency/Authority Attorney Soltani clarified the staff recommendation is to allow the moratorium to expire and start the application process. The motion was seconded by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes established the Oil Refinery Site Development Ad Hoc Committee to consist of Council Member Rojas and Mayor Pro Tempore Hicks, Sr., with no objection heard.

The motion was unanimously carried resulting in 5-0-0-0-0.

DISCUSSION (Items 35-36)

35. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)- 8:08 PM

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

RECOMMENDED ACTION

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

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

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

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

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

ACTION: Mayor and City Council took the following actions:

Mayor/Agency Chairman/Authority Chairman Davis-Holmes established the Energy Ad Hoc Committee to consist of Mayor Pro Tempore Hicks, Sr. and Council Member, Dr. Hilton with no objection heard.

Relocation Appeals Board

Mayor Pro Tempore Hicks, Sr. appointed Chris Morrison, Alternate 2, to the vacant regular member position on the Relocation Appeals Board, thereby, creating a vacancy of the Alternate 2 position.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes addressed the Alternate's role on the Commissions, Committees, and Boards. She requested the Saturday training session to return for the Commission, Committee, and Board Members. City/Agency/Authority Attorney Soltani stated she would work with staff.

36. CONSIDER ACCEPTANCE OF A QUITCLAIM DEED FROM THE COUNTY OF LOS ANGELES FOR PARCELS 28-7EXF, 28-8EXF, AND 28-9EXF ON DEL AMO BOULEVARD OVER ALAMEDA STREET (CITY COUNCIL)- 8:14 PM

Assistant City Manager Raymond gave a report.

RECOMMENDED ACTION

— 1. APPROVE a Certificate of Acceptance accepting a Quitclaim Deed from the County of Los Angeles for three parcels, 28-7EXF, 28-8EXF, AND 28-9EXF, located on the Del Amo Boulevard and Alameda Street connecting ramp.

— 2. AUTHORIZE the County of Los Angeles to record the Original Quitclaim Deed and DIRECT the Registrar-Recorder/County Clerk to mail said document to the City as Grantee.

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

ORDINANCE SECOND READING (Item 37)

37. CONSIDER SECOND READING AND ADOPTION OF ORDINANCE 25-2516, AMENDING THE CARSON MUNICIPAL CODE TO INCREASE THE MEMBERSHIP OF THE HUMAN RELATIONS COMMISSION TO ADD MEMBERS WITH A FOCUS ON DISABILITY-RELATED MATTERS (CITY COUNCIL)- 8:21 PM

RECOMMENDED ACTION

— 1. CONDUCT a Second Reading by title only and with full reading waived.

— 2. ADOPT, Ordinance No. 25-2516, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 2762 (MEMBERS), 2764 (REGULAR MEETINGS), AND 2766 (DUTIES AND FUNCTIONS OF COMMISSION) OF CHAPTER 7 (DEPARTMENTS, BOARDS, COMMISSIONS) OF ARTICLE II (ADMINISTRATION) OF THE CARSON MUNICIPAL CODE TO INCREASE THE MEMBERSHIP OF THE HUMAN RELATIONS COMMISSION TO ADD MEMBERS WITH A FOCUS ON DISABILITY-RELATED MATTERS"

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

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

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. exited the meeting at 8:25 P.M. and reentered the meeting at 8:27 P.M.)

Paz Villanueva Velasquez

Thanked the City Council for listening to her at the last City Council meeting wherein she requested the Filipino American History Month Celebration be scheduled on October 26, 2025 rather than October 11, 2025; Grateful that Community Services Superintendent Bobby Grove confirmed that the date has been moved to October 26, 2025; previously provided copies of her Resolution Draft and Community Advocacy Handout via email to the Mayor and City Council regarding Request to Reinstate Full Filipino American History Month & Larry Itliong Day and submitted a hard copy to the City Clerk; formally requesting the Resolution Draft be agendized for City Council consideration

Director Whittiker, Jr. confirmed the Filipino American History Month Celebration will be held on October 26, 2025.

Fe Koons

Requested to hold the Larry Itliong Day as part of the Filipino American History month and recommended a Community Planning Committee

Mayor/Agency Chairman/Authority Chairman Davis-Holmes referred Fe Koons to Director Whittiker, Jr. for further discussion.

William Koons

Opposed to having October 11, 2025 combined with Filipino History Month and Larry Itliong Day Celebration which he has learned has been moved to October 26, 2025 and there being no Community Planning Committee; asked why the Larry Itliong Day Celebration is not being held on October 25, 2025 which is his actual birthday

Vivian Hatcher

Spoke about the conversion of the Extended Stay America Hotel to permanent supportive housing

Council Member Dear, Council Member, Dr. Hilton, Mayor Davis-Holmes, and City Manager Roberts, Jr. offered comments.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked for an update on the Facade Improvement Program in preparation of the upcoming Olympics. City Manager Roberts, Jr. responded that the program is in the works and will be coming soon.

Council Member/Agency Member/Authority Board Member Dear shared a Happy Mexican Independence Day to everyone and National Voter Registration Day. He encouraged people to register to vote.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw confirmed National Voter Registration Day is September 16, 2025 and National U.S. Constitution Day is September 17, 2025.

Council Member/Agency Member/Authority Board Member, Dr. Hilton announced/reported the following:

- Wished Council Member Dear a Happy Birthday and everyone sang Happy Birthday

- Community Meeting, September 17, 2025, at 6:00 P.M. at the Carson Library regarding the property on University Drive and Central Avenue
- He and Derrick Mimms will be walking the California State University Dominguez Hills campus tomorrow to address weed issues

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

- Town Hall Meeting, September 23, 2025, at 6:30 P.M., Dominguez Park
- Meeting to discuss the Mills Park construction updates, September 24, 2025, Carson Dominguez Room at the Carson Community Center
- Town Hall Meeting, October 16, 2025, at 6:30 P.M., Anderson Park
- Annual Free Food Giveaway, October 10, 2025, from 9:00 A.M. to 11:00 A.M., Dolphin Park. There are six parks in District 3; for more information contact Council Aide Cac Le at 562-578-4679
- Thanked everyone for their support

City Manager Roberts, Jr. announced his mother's birthday on September 23, 2025 and wished her a Happy Birthday.

Council Member/Agency Member/Authority Board Member Rojas congratulated Mayor Pro Tempore Hicks, Sr. on a successful Cajun & Blues White Linen event and thanked staff for their work.

Council Member/Agency Member/Authority Board Member, Dr. Hilton informed Fe Koons that he will not be able to attend the Filipino Event on October 26, 2025 because it is on a Sunday and not because of race. He shared that the country is divided enough, therefore, let us hold those comments back and not make it a color issue.

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

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

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

James Armstrong

Walter "Jake" Egan

Council Member/Agency Member/Authority Board Member Rojas requested to add Robert Redford to the Memorial Adjournment Requests.

Council Member/Agency Member/Authority Board Member, Dr. Hiton requested to add Trey Reed and another name which he will provide to the Memorial Adjournment Requests and gave a prayer.

ADJOURNMENT

The meeting was adjourned at 9:00 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

_____

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

_____

Signature

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, September 30, 2025, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-120, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $6,165,159.70, DEMAND CHECK NUMBERS 181067 THROUGH 181355 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-120, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $6,165,159.70, DEMAND CHECK NUMBERS 181067 THROUGH 181355.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-120, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $6,165,157.70, DEMAND CHECK NUMBERS 181067 THROUGH 181355."

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 September 30, 2025, the City Council ratified the above demand numbers 181067 through 181355. 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 $6,165,159.70.

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 30TH DAY OF SEPTEMBER, 2025.

APPROVED AS TO FORM:

_____

Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE 30TH DAY OF SEPTEMBER, 2025 AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., City Manager

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-120, adopted by the City of Carson City Council at its meeting held on September 30, 2025 by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

VI. EXHIBITS

EXHIBIT TO DEMAND REGISTER RESOLUTION #25-120

Attachments

Exhibit 1 Demand Register Reso# 25-120.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
181067	09/04/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	1,038.55			
181068	09/04/2025	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	5,415.35			
181069	09/04/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	1,567.85			
181070	09/04/2025	PRINTED	008019	ANDRE THIERRY	3,000.00			
181071	09/04/2025	PRINTED	008018	ANDY GUMP, INC	4,333.21			
181072	09/04/2025	PRINTED	008006	ANGELA M. RIVERS	50.00			
181073	09/04/2025	PRINTED	008100	ARMAN'S JANITORIAL SUPPLI	4,035.98			
181074	09/04/2025	PRINTED	001001	AT&T PHONE	2,405.20			
181075	09/04/2025	PRINTED	004410	B D WHITE TOP SOIL CO INC	1,011.08			
181076	09/04/2025	PRINTED	008671	BRANDON FIELDS	50.00			
181077	09/04/2025	PRINTED	000079	CALIFORNIA WATER SERVICE	82,742.36			
181078	09/04/2025	PRINTED	008411	CALTEC CORP	48,406.37			
181079	09/04/2025	PRINTED	007161	CARLOS ALBERTO GUERRA	100.00			
181080	09/04/2025	PRINTED	008141	CARTER PICTURE FRAMING &	537.26			
181081	09/04/2025	PRINTED	000351	CHEM PRO LABORATORY INC	638.40			
181082	09/04/2025	PRINTED	008033	CLARENCE JOHNSON	100.00			
181083	09/04/2025	PRINTED	008333	CLAUDETTE LEMUS	1,500.00			
181084	09/04/2025	PRINTED	000803	CLEAN ENERGY	2,155.76			
181085	09/04/2025	PRINTED	001311	LOUIS JOSEPH COGUT	50.00			
181086	09/04/2025	PRINTED	001381	COMPLETE OFFICE	1,020.95			
181087	09/04/2025	PRINTED	001180	COUNTY OF LOS ANGELES	3,250.17			
181088	09/04/2025	PRINTED	000268	DAILY JOURNAL CORP	91.80			
181089	09/04/2025	PRINTED	008673	DASHAUN EVINS	800.00			
181090	09/04/2025	PRINTED	007176	DAVEY COACH SALES INC.	7,601.61			
181091	09/04/2025	PRINTED	007962	DAVID DESHAWN LEE JR	1,200.00			
181092	09/04/2025	PRINTED	007163	DIANNE THOMAS	100.00			
181093	09/04/2025	PRINTED	006465	LOUIE DIAZ	100.00			
181094	09/04/2025	PRINTED	006482	FREDERICK DOCDOCIL	100.00			
181095	09/04/2025	PRINTED	007595	DONNIE R. DORSEY	50.00			
181096	09/04/2025	PRINTED	008662	ERIN STEVENSON	3,000.00			
181097	09/04/2025	PRINTED	000865	GOODWILL LONG BEACH AND S	8,150.00			
181098	09/04/2025	PRINTED	008708	GUY BLACK	1,200.00			
181099	09/04/2025	PRINTED	007678	HEIDI LETICIA ROMERO	50.00			
181100	09/04/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	80.16			
181101	09/04/2025	PRINTED	000615	DELL HUFF	100.00			
181102	09/04/2025	PRINTED	007162	JAIME G. MONTECLARO	100.00			
181103	09/04/2025	PRINTED	007588	JEFFREY GLENN ALLEN	50.00			
181104	09/04/2025	PRINTED	007596	KEITH EDWARD ARNOLD	50.00			
181105	09/04/2025	PRINTED	007586	KENNETH C SARA	1,200.00			
181106	09/04/2025	PRINTED	007592	KHADIJAH BLANCHE-DIOP	1,367.50			
181107	09/04/2025	PRINTED	007093	KILEY & ASSOCIATES LLC	5,000.00			
181108	09/04/2025	PRINTED	007866	LAWRENCE MICHAEL FLINTON	50.00			
181109	09/04/2025	PRINTED	007280	LETICIA VASQUEZ WILSON	100.00			
181110	09/04/2025	PRINTED	006596	PRENTISS E LEWIS	50.00			
181111	09/04/2025	PRINTED	006731	LIFESTATION INC	877.53			
181112	09/04/2025	PRINTED	000097	LOS ALTOS TROPHY CO INC	135.36			
181113	09/04/2025	PRINTED	007428	MFUME, DEQUITA	100.00			
181114	09/04/2025	PRINTED	007605	MICHAEL K WILSON	50.00			
181115	09/04/2025	PRINTED	002703	MIXONE SOUND LLC	7,500.00			
181116	09/04/2025	PRINTED	010999	DESIREE JOHNSON	183.75			
181117	09/04/2025	PRINTED	010999	Los Angeles County Audito	31,882.34			
181118	09/04/2025	PRINTED	006280	PARKHOUSE TIRE SERVICES I	1,231.70			

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
181119	09/04/2025	PRINTED	008656	PIRATES LIFE ENT	13,500.00			
181120	09/04/2025	PRINTED	000746	PITNEY BOWES RESERVE ACCO	958.02			
181121	09/04/2025	PRINTED	003384	POOLWEB, LLC	4,426.27			
181122	09/04/2025	PRINTED	008545	RANDY D. BROWN	50.00			
181123	09/04/2025	PRINTED	008080	REVIZE LLC	1,750.00			
181124	09/04/2025	PRINTED	010000	AT & T	600.00			
181125	09/04/2025	PRINTED	010000	CHRIS VOSS	1,795.00			
181126	09/04/2025	PRINTED	010000	JOHN RO	61.37			
181127	09/04/2025	PRINTED	010000	MCS FIVE BROTHERS	45.00			
181128	09/04/2025	PRINTED	010000	MCS FIVE BROTHERS	45.00			
181129	09/04/2025	PRINTED	010000	MCS FIVE BROTHERS	45.00			
181130	09/04/2025	PRINTED	010000	PAPADAKIS RACING	11,967.24			
181131	09/04/2025	PRINTED	010000	PRO TRAFFIC SERVICES	360.00			
181132	09/04/2025	PRINTED	010000	SOUTHERN CALIFORNIA GAS C	60.00			
181133	09/04/2025	PRINTED	010000	SPECTRUM	600.00			
181134	09/04/2025	PRINTED	001230	ROBERTSONS READY MIX CONC	1,214.35			
181135	09/04/2025	PRINTED	000427	SAM'S CLUB DIRECT	265.85			
181136	09/04/2025	PRINTED	007957	SAMUEL DACUS	50.00			
181137	09/04/2025	PRINTED	001605	SC FUELS	50,777.14			
181138	09/04/2025	PRINTED	006964	SCCI, INC.	1,550.00			
181139	09/04/2025	PRINTED	000191	SMARDAN SUPPLY	887.34			
181140	09/04/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	95,819.15			
181141	09/04/2025	PRINTED	004417	SOCALGAS	8,089.13			
181142	09/04/2025	PRINTED	007796	SOUTH BAY FORD INC	769.88			
181143	09/04/2025	PRINTED	006654	SWANK MOTION PICTURES INC	2,180.00			
181144	09/04/2025	PRINTED	005013	SWAYZER CORPORATION	19,910.00			
181145	09/04/2025	PRINTED	007931	TOMECKO JACKSON	240.00			
181146	09/04/2025	PRINTED	008106	TOTUM CORP	33,600.00			
181147	09/04/2025	PRINTED	007191	VERNE'S PLUMBING, INC.	1,615.00			
181148	09/04/2025	PRINTED	000144	YAMADA CO INC	828.88			
181149	09/09/2025	PRINTED	008702	FULLRANGE PRODUCTION LLC	5,750.00			
181150	09/11/2025	PRINTED	000137	ADMINISTRATIVE SERVICES C	27,259.64			
181151	09/11/2025	PRINTED	002904	ADMINSURE INC	18,800.00			
181152	09/11/2025	PRINTED	007077	ADVANCED IMAGING STRATEGI	1,679.98			
181153	09/11/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	106,602.42			
181154	09/11/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	3,440.46			
181155	09/11/2025	PRINTED	008425	AMERICAN GLOBAL SECURITY	136,672.72			
181156	09/11/2025	PRINTED	002177	ARIZONA MACHINERY LLC	947.15			
181157	09/11/2025	PRINTED	000967	MARIACHI ACADEMY OF CARSO	300.00			
181158	09/11/2025	PRINTED	007541	B&B DISCOUNT POOL & SPA S	552.40			
181159	09/11/2025	PRINTED	001248	BARR AND CLARK INC	6,285.00			
181160	09/11/2025	PRINTED	003981	BIOMETRICS 4 ALL INC	6.00			
181161	09/11/2025	PRINTED	007951	BLUEBEAM, INC.	9,900.00			
181162	09/11/2025	PRINTED	006076	BRI CONSULTING GROUP, INC	30,705.00			
181163	09/11/2025	PRINTED	001713	KELVIN BROWN SR	50.00			
181164	09/11/2025	PRINTED	000155	CALIFORNIA MUNICIPAL STAT	600.00			
181165	09/11/2025	PRINTED	001610	CHICAGO TITLE CO	253.00			
181166	09/11/2025	PRINTED	001489	CHOURA VENUE SERVICES	70.00			
181167	09/11/2025	PRINTED	001489	CHOURA VENUE SERVICES	11,236.17			
181168	09/11/2025	PRINTED	001416	CITIZENS BUSINESS BANK	47,074.05			
181169	09/11/2025	PRINTED	000114	CITY OF CARSON PETTY CASH	450.15			
181170	09/11/2025	PRINTED	008082	CLIMATEC LLC	8,260.00			

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
181171	09/11/2025	PRINTED	007718	U S BANK CORPORATE PAYMEN	1,280.00			
181172	09/11/2025	PRINTED	004351	COLANTUONO HIGHSMITH AND	11,580.00			
181173	09/11/2025	PRINTED	008423	COUNTY OF LOS ANGELES	9,840.00			
181174	09/11/2025	PRINTED	001180	COUNTY OF LOS ANGELES	1,809.92			
181175	09/11/2025	PRINTED	003586	CS AND ASSOCIATES INC	9,380.00			
181176	09/11/2025	PRINTED	006467	CESAR DAHILIG	50.00			
181177	09/11/2025	PRINTED	000127	DAILY BREEZE NEWSPAPER	743.56			
181178	09/11/2025	PRINTED	000268	DAILY JOURNAL CORP	2,711.35			
181179	09/11/2025	PRINTED	007176	DAVEY COACH SALES INC.	9,636.14			
181180	09/11/2025	PRINTED	000658	DELL	5,439.48			
181181	09/11/2025	PRINTED	005053	RODRIGO RODRIGUEZ DIAZ	420.00			
181182	09/11/2025	PRINTED	006876	DONALD A. SPRAGUE	931.00			
181183	09/11/2025	PRINTED	001744	ENTERPRISE FM TRUST INC	13,385.70			
181184	09/11/2025	PRINTED	000355	FERGUSON ENTERPRISES INC	100.15			
181185	09/11/2025	PRINTED	000221	FLEET PRIDE	844.40			
181186	09/11/2025	PRINTED	004019	FLEETCREW	2,526.99			
181187	09/11/2025	PRINTED	008672	GMS ELEVATOR SERVICES INC	270.00			
181188	09/11/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	12,836.15			
181189	09/11/2025	PRINTED	001293	WALTER GONZALEZ	50.00			
181190	09/11/2025	PRINTED	000865	GOODWILL	8,150.00			
181191	09/11/2025	PRINTED	008132	HASA INC	1,860.92			
181192	09/11/2025	PRINTED	000532	HDL COREN AND CONE	4,593.75			
181193	09/11/2025	PRINTED	000582	IRENE HERNANDEZ	350.00			
181194	09/11/2025	PRINTED	000242	HINDERLITER DE LLAMAS AND	4,331.24			
181195	09/11/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	2,705.40			
181196	09/11/2025	PRINTED	008529	JAPANESE AUTO CENTER INC.	89.00			
181197	09/11/2025	PRINTED	004935	JACQUELINE JOHNSON	50.00			
181198	09/11/2025	PRINTED	007672	KELLY PAPER COMPANY	94.96			
181199	09/11/2025	PRINTED	007323	KISA ASHANTE HILLIARD	50.00			
181200	09/11/2025	PRINTED	008527	KPMG LLP	31,794.71			
181201	09/11/2025	PRINTED	008688	LOS ANGELES ORGANIZING CO	20.54			
181202	09/11/2025	PRINTED	000094	LAKESHORE LEARNING MATERI	93.85			
181203	09/11/2025	PRINTED	000663	LANGUAGE NETWORK	1,954.72			
181204	09/11/2025	PRINTED	004428	LAWSON PRODUCTS INC	263.49			
181205	09/11/2025	PRINTED	000095	LEAGUE OF CALIFORNIA CITI	1,412.25			
181206	09/11/2025	PRINTED	006616	LOUNGE PARTY RENTALS LLC	929.00			
181207	09/11/2025	PRINTED	006884	LYFT, INC.	20,903.90			
181208	09/11/2025	PRINTED	007248	MARIA'S GARDEN CENTER & L	159.12			
181209	09/11/2025	PRINTED	007973	MARIPOSA LANDSCAPES, INC	24,036.00			
181210	09/11/2025	PRINTED	008471	MBC ENTERPRISES INC.	229,256.37			
181211	09/11/2025	PRINTED	008339	MICHAEL ANTHONY PHILLIPS	1,075.00			
181212	09/11/2025	PRINTED	006709	ERNESTO MOLINA	1,500.00			
181213	09/11/2025	PRINTED	010999	HOWARD JOHNSON	141.12			
181214	09/11/2025	PRINTED	008637	OSCAR GARIBAY	650.00			
181215	09/11/2025	PRINTED	001285	POWER WHOLESALE ELECTRIC	231.50			
181216	09/11/2025	PRINTED	008459	PUB CONSTRUCTION INC	726,853.43			
181217	09/11/2025	PRINTED	008230	RAJO, A CALIF. CORP	160.00			
181218	09/11/2025	PRINTED	008080	REVIZE LLC	1,250.00			
181219	09/11/2025	PRINTED	010000	JASMINE HYLTON	500.00			
181220	09/11/2025	PRINTED	010000	SOUTH BAY COMMUNITY CHURC	2,183.20			
181221	09/11/2025	PRINTED	000402	ROADLINE PRODUCTS INC USA	4,478.15			
181222	09/11/2025	PRINTED	001230	ROBERTSONS READY MIX CONC	1,770.95			

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
181223	09/11/2025	PRINTED	001388	RUSSELL SIGLER INC	408.61			
181224	09/11/2025	PRINTED	007581	SALVADOR ORTEGA	400.00			
181225	09/11/2025	PRINTED	000427	SAM'S CLUB DIRECT	126.64			
181226	09/11/2025	PRINTED	006964	SCCI, INC.	2,000.00			
181227	09/11/2025	PRINTED	007281	SHANNON WAYNE LAWRENCE	50.00			
181228	09/11/2025	PRINTED	000211	SMART AND FINAL IRIS	472.98			
181229	09/11/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	57,651.15			
181230	09/11/2025	PRINTED	000006	SOUTHERN CALIFORNIA EDISO	3,790.23			
181231	09/11/2025	PRINTED	006384	CHARTER COMMUNICATIONS	13,216.24			
181232	09/11/2025	PRINTED	000718	STAPLES ADVANTAGE	25,033.93			
181233	09/11/2025	PRINTED	006249	STATE CONTROLLER	39.80			
181234	09/11/2025	PRINTED	001115	STEAMX LLC	179.90			
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181237	09/11/2025	PRINTED	007705	TRANSTECH ENGINEERS, INC.	251,998.34			
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181242	09/11/2025	PRINTED	008316	VARDATA, LLC	67,004.32			
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181244	09/11/2025	PRINTED	006220	WASTE RESOURCES, INC	529,884.97			
181245	09/11/2025	PRINTED	000212	WEST COAST ARBORISTS	65,655.00			
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181268	09/18/2025	PRINTED	001627	BSN SPORTS LLC	4,116.66			
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181270	09/18/2025	PRINTED	000140	CARL WARREN AND CO	10,491.00			
181271	09/18/2025	PRINTED	008141	CARTER PICTURE FRAMING &	353.89			
181272	09/18/2025	PRINTED	008304	CASMIR BRASGA	600.00			
181273	09/18/2025	PRINTED	000439	AWSI/DISA GLOBAL SOLUTION	2,345.40			
181274	09/18/2025	PRINTED	001489	CHOURA VENUE SERVICES	47.33			

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
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181276	09/18/2025	PRINTED	008513	CINTAS CORPORATION NO. 2	3,680.45			
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181278	09/18/2025	PRINTED	000236	CITY OF LONG BEACH	74.50			
181279	09/18/2025	PRINTED	008082	CLIMATEC LLC	2,030.00			
181280	09/18/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	1,378.29			
181281	09/18/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	590.00			
181282	09/18/2025	PRINTED	001381	COMPLETE OFFICE	750.72			
181283	09/18/2025	PRINTED	008416	CORKY'S PEST CONTROL INC.	2,477.50			
181284	09/18/2025	PRINTED	007159	CORODATA SHREDDING, INC.	61.95			
181285	09/18/2025	PRINTED	003586	CS AND ASSOCIATES INC	4,790.00			
181286	09/18/2025	PRINTED	008047	CSUDH PHILANTHROPIC FOUND	29,030.62			
181287	09/18/2025	PRINTED	008680	DAVID THORNBURY	600.00			
181288	09/18/2025	PRINTED	008588	AGN GLASS LLC	1,295.02			
181289	09/18/2025	PRINTED	007512	EDDINGS ENTERPRISES, INC.	4,853.16			
181290	09/18/2025	PRINTED	001205	ELITE SPECIAL EVENTS	7,802.50			
181291	09/18/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	290.48			
181292	09/18/2025	PRINTED	008107	FCG CONSULTANTS INC	87,603.64			
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181294	09/18/2025	PRINTED	003563	FUN EXPRESS LLC	184.86			
181295	09/18/2025	PRINTED	007482	GOFORTH & MARTI	32,645.87			
181296	09/18/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	3,674.42			
181297	09/18/2025	PRINTED	005525	GREENBERG TRAURIG LLP	3,902.50			
181298	09/18/2025	PRINTED	008394	HANNAH MITCHELL	50.00			
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181300	09/18/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	6,899.74			
181301	09/18/2025	PRINTED	001477	LILLIAN HOPSON	50.00			
181302	09/18/2025	PRINTED	000514	HUNTINGTON HARDWARE CO IN	437.24			
181303	09/18/2025	PRINTED	008372	JAMES RENE INTVELD	3,250.00			
181304	09/18/2025	PRINTED	008649	JOSEPH C. HUNT, JR.	50.00			
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181307	09/18/2025	PRINTED	008699	KAREN SCIURBA-LIBLIN	2,500.00			
181308	09/18/2025	PRINTED	008392	KAYLA HONMA	50.00			
181309	09/18/2025	PRINTED	008397	KHRISTOPHER REDWAY	50.00			
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181313	09/18/2025	PRINTED	008396	LIV WILLIAMS	50.00			
181314	09/18/2025	PRINTED	008685	MAKEITPOP_PARTYDECOR	800.00			
181315	09/18/2025	PRINTED	001732	MANHATTAN STITCHING CO IN	1,201.73			
181316	09/18/2025	PRINTED	008540	MARIBEL R PERALTA	50.00			
181317	09/18/2025	PRINTED	008373	MARK LIDDELL	250.00			
181318	09/18/2025	PRINTED	010999	Emily Avila	163.94			
181319	09/18/2025	PRINTED	010999	SECULES, STEPHEN	48.02			
181320	09/18/2025	PRINTED	003832	PARS - PUBLIC AGENCY RETI	1,529.43			
181321	09/18/2025	PRINTED	008410	PCN3, INC.	1,347,093.39			
181322	09/18/2025	PRINTED	003829	REGIONAL TAP SERVICE CENT	34.00			
181323	09/18/2025	PRINTED	010000	SUN RUN INSTALLATION SERV	666.32			
181324	09/18/2025	PRINTED	010000	SUNRUN INSTALLATION SERVI	577.00			
181325	09/18/2025	PRINTED	000750	RKA CONSULTING GROUP	5,898.79			
181326	09/18/2025	PRINTED	000402	ROADLINE PRODUCTS INC USA	2,722.92			

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
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181329	09/18/2025	PRINTED	000427	SAM'S CLUB DIRECT	1,009.26			
181330	09/18/2025	PRINTED	001605	SC FUELS	12,154.29			
181331	09/18/2025	PRINTED	000170	SHERWIN WILLIAMS	261.41			
181332	09/18/2025	PRINTED	003159	SITEONE LANDSCAPE SUPPLY	1,577.24			
181333	09/18/2025	PRINTED	008692	SKYE DREAMS, LLC	11,750.00			
181334	09/18/2025	PRINTED	000211	SMART AND FINAL IRIS	393.44			
181335	09/18/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	91.75			
181336	09/18/2025	PRINTED	000538	SOUTH BAY CITIES COUNCIL	312,456.00			
181337	09/18/2025	PRINTED	004977	CHARTER COMMUNICATION	1,712.83			
181338	09/18/2025	PRINTED	000718	STAPLES ADVANTAGE	1,109.68			
181339	09/18/2025	PRINTED	001260	HOURIE TAYLOR	50.00			
181340	09/18/2025	PRINTED	007931	TOMECKO JACKSON	315.00			
181341	09/18/2025	PRINTED	008106	TOTUM CORP	4,755.00			
181342	09/18/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	8,351.62			
181343	09/18/2025	PRINTED	006769	CITY MANAGER	791.80			
181344	09/18/2025	PRINTED	008430	URBAN HABITAT	629,214.60			
181345	09/18/2025	PRINTED	001249	VERIZON WIRELESS	350.26			
181346	09/18/2025	PRINTED	007191	VERNE'S PLUMBING, INC.	4,845.00			
181347	09/18/2025	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	16,377.50			
181348	09/18/2025	PRINTED	004045	FREEMAN WATKINS	50.00			
181349	09/18/2025	PRINTED	008658	WEBSEDGE LIMITED	34,300.00			
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181351	09/18/2025	PRINTED	001052	WILLIAM A KOONS	50.00			
181352	09/18/2025	PRINTED	007997	WILLIE ROBINSON	2,500.00			
181353	09/18/2025	PRINTED	008105	Z&K CONSULTANTS, INC	5,598.05			
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181355	09/18/2025	PRINTED	008512	ZOEY WOOD	50.00			
	289 CHECKS			CASH ACCOUNT TOTAL	6,165,159.70	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
289 CHECKS	FINAL TOTAL	6,165,159.70	.00

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

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, September 30, 2025, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

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

I. SUMMARY

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

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

Updates on recent and planned Commission activities are included below.

Economic Development Commission

The Economic Development Commission convened its monthly meeting on Thursday, September 4, 2025, at City Hall. The meeting agenda included the following:

The commission approved the August 7, 2025, minutes and discussed the EDC mission statement and bylaws. The commission received updates on the Marketing RFP, the Verizon Small Business Digital Ready Program, the Incubator Resource Fair, and a planned bus tour to the Verizon Innovation Lab in Los Angeles.

Environmental Commission

On September 3rd, the Environmental Commission (EC) met to discuss several agenda items, including those carried over from the previous meeting. The EC also agreed to continue its discussion on the EC's priorities for a second time. During the meeting, preliminary fireworks statistics were shared, and updates were provided on building reach codes, the potential proclamation for National Drive Electric Month, and the upcoming launch of the City's EV Charging Wallet Pilot Program. The next Environmental Commission meeting is scheduled for October 1, 2025.

Public Works Commission

The Public Works Commission failed to achieve a quorum on September 8th and will resume in October.

Human Relations Commission

The Human Relations Commission On September 17, 2025, the Human Relations Commission successfully held their regular monthly meeting. The Commissioners went over more preliminary planning items for the Rising Stars Conference, its timeline as well as items considered for Commission's uniform. They also updated progress of and discussed other action items for The Food Pantry Ad Hoc Committee and were collecting more for September drop-off at the conclusion of their meeting. They will reconvene in October 15, 2025 for their monthly regular meeting.

Parks, Recreation, and Cultural Arts Commission

The Parks, Recreation, and Cultural Arts Commission convened on Thursday, August 28, 2025. This meeting celebrated the city championship winners for the baseball and softball season. Athletes were awarded with certificates to recognize their achievements. The Recreation and Park Maintenance Superintendents presented updates to the commissioners regarding ongoing construction. They will continue to do so until all projects are complete.

The next meeting will be held on Thursday August 28, 2025, at the Carson Event Center.

Public Relations Commission

The Public Relations Commission met on Tuesday, September 23, 2025 and will continue to review and Update the "Why I Like Carson Essay-" Writing Contest Rules: Instructions and Guidelines. The commission will meet again on Tuesday, October 28, 2025.

Public Safety Commission

The Public Safety Commission had a meeting scheduled for Thursday, September 18, and successfully had a quorum. City Attorney, Isaac Young, and Ruthvi Malpani attended this meeting. City Attorney Isaac Young gave the commissioners a Brown Act Training. His presentation and training was very detailed and informative. It was determined that a second training will be held in the meeting scheduled for October.

Senior Citizens Advisory Commission

See attachment included as Exhibit 1.

Veterans Affairs Commission

The Veterans Affairs Commission met on Monday, September 15 and discussed several items including ideas for keynote speakers and entertainment for the upcoming Veterans Day Celebration, continuing efforts for the VSO office, and talking points for the commission updates during the next City Council Meeting on September 30. Additionally, the commission agreed to hold a booth at an upcoming veterans resource fair in partnership with the City, taking place in October. Commissioners continued to offer feedback regarding flag display and etiquette, as well as general maintenance concerns at the parks to which they are assigned.

Women's Issues Commission

The next Women's Issues Commission meeting is scheduled for September 29.

Youth Commission

The Youth Commission met on Wednesday, September 10 and discussed ideas surrounding types of community outreach and engagement events they would like to pursue. The commission also voted on new board positions, with fresh members nominated and elected, offering an opportunity for those who have not yet served to participate. Additionally, the Youth Commission continues to provide updates and feedback on the parks, programs, and events related to the parks they are assigned to.

V. FISCAL IMPACT

There is no direct fiscal impact associated with this report.

VI. EXHIBITS

1. Senior Citizens Advisory Commission

Attachments

Senior Citizens Advisory Commission

Senior Citizens Advisory Commission
Meeting Updates – September 2025

The Senior Citizen Advisory Commission met on Monday, September 8, 2025, at the Carson Event Center. The meeting began with confirmation of a quorum, followed by the Pledge of Allegiance, roll call, approval of the September 8th agenda, and the minutes from August 11, 2025. Votes were recorded and noted.

INTRODUCTIONS / PRESENTATIONS

Juana Torres, Community Environmental Projects Manager – ONEgeneration Senior Center - San Fernando

Through its services, ONEgeneration supports older adults, children, and families throughout Los Angeles County. These services include adult daycare, childcare, and services for grandparents taking on the role of parents.

A key focus of Ms. Torres' presentation was ONEgeneration's energy and water conservation program. Among its features, the program includes a utility assistance initiative in partnership with The Clean Power Alliance and Southern California Edison. Through this partnership, qualifying customers earning less than $3,500 a month can receive $200 in utility assistance.

WRITTEN COMMUNICATIONS AND REPORTS

Staff members shared details about ongoing Carson programs and events, including the Women's Health Conference taking place on Friday, October 17th at the Carson Event Center.

PUBLIC ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA

None.

CONCLUSION

Following oral communications by the commission and staff, a vote was cast to adjourn the meeting at 4:59 pm and carried unanimously. The next Senior Advisory Commission meeting is scheduled for Monday, October 13, 2025, at 4:00 pm at the Carson Event Center.

Report to Honorable Mayor and City Council

Tuesday, September 30, 2025, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF FORMS, AGREEMENTS AND RESOLUTION NO. 25-122 ALLOWING THE CITY OF CARSON TO PARTICIPATE IN ADDITIONAL NATIONAL OPIOID SETTLEMENTS WITH SECONDARY MANUFACTURES ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN AND ZYDUS (CITY COUNCIL)

I. SUMMARY

In 2021, the City entered into settlement agreements with McKesson Corporation, Cardinal Health, Inc., Amerisource Bergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc. and Ortho-McNeil-Janssen Pharmaceuticals, Inc., who are manufacturers and distributors of opioids ("2021 Settling Defendants"). The 2021 settlement agreements concerned litigation (the City was not a party to this litigation) by various states, cities, and counties relating to the 2021 Settling Defendants' manufacture and distribution of opioids and, in particular, the impact of such activities upon the national opioid epidemic. The 2021 Settlement Agreements required that a "critical mass" of public agencies participate in order for them to become effective, which was achieved in 2022.

In 2023, the City Council approved City's participation in an opioid settlement with additional manufacturers and retailers of opioids named as additional defendants in litigation aimed at addressing the opioids crisis including Teva, Allergan, Walmart, Walgreens, and CVS ("2023 Settling Defendants"). The terms of the 2023 Settlement Agreements are similar to the 2021 Settlement Agreements, which includes the requirement that a critical mass of participation be achieved, provides for a broad release of the 2023 Settling Defendants from liability relating to opioids, and, further, direct or indirect payment of settlement funds to the various local agencies agreeing to participate. The City Council directed settlement payments under the 2021 and 2023 settlements to be made to the County with the understanding that City may change its election so that it receives direct payment at any time.

In 2024, the City entered into another national settlement with the Kroger Co. chain of pharmacies on the opioid matter where the terms of settlement were similar to the 2021 and 2023 settlements. On September 16, 2025, the City Council approved another settlement with Purdue Pharma LP and the Sackler Family, again, with the terms of the Purdue/Sackler settlement being similar to the 2021, 2023 and 2024 Settlement Agreements.

Now, a new settlement with eight secondary opioid manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus, collectively, "Secondary Manufacturers") has been proposed through eight different settlement agreements ("Secondary Manufacturers Settlement Agreements"). The terms of the Secondary Manufacturers Settlement Agreements are once again similar to the prior four settlement agreements discussed above. It is requested that the City Council approve City opting into the settlements with the Secondary Manufacturers and provide authorization similar to those given for the prior four settlements.

II. RECOMMENDATION

1. APPROVE Settlement Agreements and Combined Subdivision Participation and Release Form for the City's participation in the National Opioid Settlement Agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus.

2. APPROVE the Eight California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the National Opioid Settlement Agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus.

3. ADOPT Resolution No. 25-_____ approving and authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus, including signing necessary documents and transmittal thereof as necessary.

III. ALTERNATIVES

By not opting into the settlements and therefore, not releasing claims that may be available to City, City will reserve its option to file any actions against the Secondary Manufacturers.

IV. BACKGROUND

In 2021, the City entered into settlement agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc. and Ortho-McNeil-Janssen Pharmaceuticals, Inc., who are manufacturers and distributors of opioids ("2021 Settling Defendants"). The 2021 settlement agreements concerned litigation (the City was not a party to this litigation) by various States, cities, and counties relating to the 2021 Settling Defendants' manufacture and distribution of opioids and, in particular, the impact of such activities upon the national opioid epidemic. The 2021 Settlement Agreements required that a "critical mass" of public agencies participate in order for it to become effective, which was achieved in 2022.

In 2023, the City Council approved the City's participation in an opioid settlement with additional manufacturers and retailers of opioids who were named as additional defendants in litigation aimed at addressing the opioid crisis in California, including Teva, Allergan, Walmart, Walgreens, and CVS. In 2024, the City Council approved the City's participation in an opioid settlement with the Kroger Co. chain of pharmacies on the opioid matter. On September 16, 2025, the City Council approved yet another settlement with Purdue Pharma LP and the Sackler Family, again, with the terms of the Purdue/Sackler settlement being similar to the prior three settlement agreements from 2021, 2023 and 2024.

The terms of all four prior settlement agreements were very similar, which includes the requirement that a critical mass of participation be achieved, provided for a broad release of the all settling defendants from liability relating to opioids, and, further, direct or indirect payment of settlement funds to the various local agencies agreeing to participate. Releases for all four settlements were very broad, covering any activities by all settling defendants relating to opioids.

At this time, a new national settlement has been reached with the Secondary Manufacturers. The terms of the Secondary Manufacturers Settlement Agreements are similar to the prior four settlement agreements, which again includes the requirement that a critical mass of participation be achieved, provides for a broad release of the Secondary Manufacturers from liability relating to opioids, similar to the releases provided in the 2021, 2023, 2024 and 2025 settlements and, further, direct or indirect payment of settlement funds to the various local agencies agreeing to participate. Additional information about these settlements can be found here: www.nationalopioidsettlement.com

The Secondary Manufacturers Settlement Agreements could provide up to approximately $70 million to the State of California, counties, and cities. That amount assumes maximum participation. Similar to the 2021, 2023, 2024 and 2025 Settlement Agreements, the more local agencies that end up participating, the more funds will be available.

A rough estimate of the City of Carson's share of this maximum amount would be approximately 0.0159805%, or up to $11,186. It must be emphasized that this amount is an estimate of what the City may receive and assumes a best-case scenario where all local agencies participate. The exact actual amount will not be known until the process has completed. Similar to the prior four settlement agreements, the use of the funds is restricted to opioid remediation purposes (e.g., addiction treatment programs).

By default, these funds are allocated to the County, but the City is able to elect to receive a direct distribution at any time, provided that the election is made at least 60 days prior to a distribution date; however, use of the funds also requires strict accounting requirements. These requirements only apply to the City if it elects to receive direct distribution and does not apply to the City if the funds go to the County.

The State enforces the expenditure requirements. Because of this, and because the County is already required to utilize the funds toward opioid addiction/harm abatement activities within the County based on data specific to the City of Carson and additionally, already has the infrastructure and programs in place to implement these abatement activities whereas the same cannot be said for the City, it is recommended that the funds be allocated to the County similar to what the City elected to do for the 2021, 2023, 2024 and 2025 Settlement Agreements. It should be underscored here that the City may change its election so that it receives direct payment at any time.

Approval of Recommendation Nos. 1 and 2 would authorize the City to participate in the National Opioid Settlements with the Secondary Manufacturers on the terms and conditions of the Secondary Manufacturers Settlement Agreements and, further, approve agreements with the State of California on the distribution of settlement funds, similar to the 2021, 2023, 2024 and 2025 Settlement Agreements (Exhibits 1, 2, and 3).

Approval of Recommendation No. 3 (Exhibit 4) would approve and authorize the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements with the Secondary Manufacturers, including signing necessary documents and transmittal thereof as necessary.

Council approval and authorization for execution, submission, and receipt of all required documents must be completed before October 8, 2025.

V. FISCAL IMPACT

None. Any funds allocated will automatically be transferred to the County of Los Angeles.

VI. EXHIBITS

1. Combined Subdivision Participation and Release Form for the City's participation in the National Opioid Settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus.
2. Eight California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds (full copies of each of the agreements for Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus settlements can be found at https://drive.google.com/file/d/1mrVMiQgcD7px4RPmRsneSas4kXaP_LPp/view?usp=sharing
3. Settlement Agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus (full copies of all eight settlement agreements can be found at https://nationalopioidsettlement.com/additional-settlements).
4. Resolution No. 25-122 approving and authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus, including signing necessary documents and transmittal thereof as necessary.

Attachments

Combined Subdivision Participation and Release Form for the City's participation in the National Opioid Settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus.

Eight California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds (full copies of each of the agreements for Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus settlements can be found at https://drive.google.com/file/d/1mrVMiQgcD7px4RPmRsneSas4kXaP_LPp/view?usp=sharing

Settlement Agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus (full copies of all eight settlement agreements can be found at https://nationalopioidsettlement.com/additional-settlements).

Resolution No. 25-122 approving and authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus, including signing necessary documents and transmittal thereof as necessary.

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EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Test City	State: CA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

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authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

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Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

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I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 2

Eight California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds (full copies of each of the agreements for Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus settlements can be found at

https://drive.google.com/file/d/1mrVMiQgcD7px4RPmRsneSas4kXaP_LPp/view?usp=sharing

EXHIBIT 3

Settlement Agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus (full copies of all eight settlement agreements can be found at:

https://nationalopioidsettlement.com/additional-settlements).

RESOLUTION NO. 25-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY OF CARSON TO ENTER INTO SETTLEMENT AGREEMENTS WITH SECONDARY MANUFACTURES ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN AND ZYDUS (INCLUDING THE RELATED COMBINED PARTICIPATION AGREEMENT) AND THE RELATED STATE SUBDIVISION AGREEMENTS, AND AUTHORIZING THE CITY MANAGER TO CARRY OUT FURTHER RELATED ACTS

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death, forcing the State of California and California counties and cities to spend billions of dollars each year to address the direct consequences of this crisis; and

WHEREAS, in 2025, a proposed settlement was reached in litigation against eight secondary manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus, collectively, "Secondary Manufacturers") related to their contribution to the opioid crisis; and

WHEREAS, as part of the settlements with the Secondary Manufacturers, local subdivisions, including certain cities, that are not plaintiffs in the litigation may participate in the settlements in exchange for a release of the Secondary Manufacturers ("Participating Subdivision"); and

WHEREAS, the proposed terms of those nationwide settlements have been set forth in eight settlement agreements, one with each of the Secondary Manufacturers ("Secondary Manufacturers Settlement Agreements"); and

WHEREAS, copies of the Secondary Manufacturers Settlement Agreements have been made available to the City Council of the City of Carson ("City") with this resolution; and

WHEREAS, the Secondary Manufacturers Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Secondary Manufacturers Settlement Agreements ("California Opioid Funds"); and

WHEREAS, in order to become a Participating Subdivision, the City must enter into a Combined Subdivision Participation and Release Form which allows participation in the Secondary Manufacturers Settlement Agreements; and

WHEREAS, California local governments in the litigation have engaged in extensive discussions with the State Attorney General's Office (AGO) as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State Subdivision Agreements Regarding Distribution and Use of Settlement Funds, one for each of the eight Secondary Manufacturers ("State-Subdivision Agreement"); and

WHEREAS, copies of the State-Subdivision Agreements for the settlements with the Secondary Manufacturers have been made available to the City Council with this resolution; and

WHEREAS, under the Secondary Manufacturers Settlement Agreements, certain local subdivisions that did not file a lawsuit against the Secondary Manufacturers may qualify to participate in the settlements and obtain funds from the Abatement Account Fund; and

WHEREAS, the City is eligible to participate in the settlements and become a California Participating Subdivision; and

WHEREAS, the intent of this resolution is to authorize the City to enter into the Secondary Manufacturers Settlement Agreements by executing the Combined Subdivision Participation and Release Form and to enter into the State-Subdivision Agreements by executing the signature pages to those agreements.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Approval and Authorization. The City Council hereby approves the Secondary Manufacturers Settlement Agreements, Combined Subdivision Participation and Release Form, and California State-Subdivision Agreements, and the City Manager is authorized to execute the Combined Subdivision Participation and Release Form and California State-Subdivision Agreements.

Section 3. Further Acts. The City Manager is hereby authorized to carry out all necessary acts such that the City can participate in the Secondary Manufacturers Settlement Agreements, including, without limitation, execution (as necessary) of the Combined Subdivision Participation and Release Form, Secondary Manufacturers Settlement Agreements, State-Subdivision Agreements; and all related documents and the transmittal of thereof as necessary and appropriate.

Section 4. Ratification. All actions heretofore taken by the City Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Section 5. 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 6. Certification. The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED this 30th day of September, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

Report to Honorable Mayor and City Council

Tuesday, September 30, 2025, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVING A MEMORANDUM OF UNDERSTANDING WITH PHILLIPS 66 COMPANY RELATED TO PROCEDURAL TERMS FOR A POTENTIAL APPLICATION FOR REDEVELOPMENT OF THE SITE OF THE REFINERY LOCATED AT 1520 E. SEPULVEDA BLVD. FOLLOWING CESSATION OF REFINERY OPERATIONS (CITY COUNCIL)

I. SUMMARY

During its meeting on September 16, 2025, the City Council directed staff to allow Interim Urgency Ordinance No. 24-2416U, a temporary moratorium on consideration of applications for and approval of permits and entitlements for commercial or industrial redevelopment and subsequent use of current oil refinery sites within the City following cessation of refinery operations, to expire without further extension. As reported during that meeting, there is no further need for the moratorium, as the City has already taken the necessary actions to fulfill the purpose of the moratorium.

In anticipation that Phillips 66 Company, a Delaware corporation, or a development partner of same (“Phillips”), will be submitting a development permit application to the City soon after expiration of the moratorium, staff would like to establish a clear understanding with Phillips on the entitlement process for that anticipated application and the City’s oversight on environmental issues related to that process. The proposed Memorandum of Understanding (MOU) outlines the process. The MOU was prepared by the City Attorney working with Phillips.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the MEMORANDUM OF UNDERSTANDING with Phillips 66 Company (Exhibit No. 1; “MOU”); and
2. AUTHORIZE the Mayor to execute the MOU following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action that City Council deems appropriate, subject to the requirements of applicable law.

IV. BACKGROUND

Phillips 66 manages and operates an oil refinery facility located at 1520 E. Sepulveda Blvd., Carson, CA 90745, which is located within the City's jurisdictional boundaries. Refinery ownership has publicly made it clear of their intentions to decommission the refinery later in 2025 and explore redevelopment of the property for a subsequent new use.

On September 16, 2025, the City Council voted to direct staff to allow Interim Urgency Ordinance No. 24-2416U, a temporary moratorium on consideration of applications for and approval of permits and entitlements for commercial or industrial redevelopment and subsequent use of current oil refinery sites within the City following cessation of refinery operations, to expire without further extension.

The City Council also recently amended the General Plan to require submittal and approval of a Specific Plan prior to, or concurrently with, approval of development plans for any redevelopment of the property for a new use following idling and decommissioning of the refinery's operations, thereby requiring associated CEQA review, in addition to any other permits, entitlements or approvals that may be required.

Additionally, City staff has hired consultants to monitor and study various issues related to the anticipated refinery idling and decommissioning and application for redevelopment of the property, including issues related to testing and cleanup of environmental contamination and compliance with federal and state permitting laws in relationship with the refinery idling or decommissioning.

Under the MOU, Phillips 66 would formally agree that an application for approval of a development agreement with the City pursuant to California Government Code Sections 65864 through 65869.5 (DA) will be submitted in conjunction with any development permit application to the City for redevelopment and subsequent use of the property following refinery idling and decommissioning, and that the DA will propose community benefits (such as financial contributions toward City initiatives and projects that support infrastructure throughout the City) that are at minimum, consistent with an independent, third party economic/financial advisor's analysis and report, in consultation with the City. The MOU would also require Phillips 66 to freely share information with the City and its consultants. Nothing in the MOU obligates the City to approve any DA or take any other action with respect to approval, permitting or authorization of any application or project for redevelopment or subsequent use of the property following refinery idling and decommissioning. The MOU would take effect upon the expiration of the urgency ordinance moratorium.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. (Proposed) MOU

Attachments

(Phillips 66) MOU - DRAFT (2040447.4)_comments.pdf

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is executed the _____ day of _____, 2025, by and between the CITY OF CARSON, a California municipal corporation ("CITY") and PHILLIPS 66 COMPANY, a Delaware corporation ("PHILLIPS 66") (CITY and PHILLIPS 66 each, individually, a "PARTY," and collectively, "PARTIES").

RECITALS

WHEREAS, PHILLIPS 66 manages and operates an oil refinery facility ('REFINERY") located at 1520 E Sepulveda Blvd., Carson, CA 90745 (the "PROPERTY"), which is located within the CITY's jurisdictional boundaries; and

WHEREAS, PHILLIPS 66 has made it publicly known that it intends to idle and decommission the REFINERY in the fourth quarter of 2025; and

WHEREAS, PHILLIPS 66 anticipates submitting a development permit application to CITY for redevelopment and subsequent use of the PROPERTY as a warehousing, distribution and logistics facility following idling and decommissioning of the REFINERY's operations ("PROJECT"); and

WHEREAS, CITY desires to ensure the protection of the environment and the public health, safety, and welfare of its residents in connection with the redevelopment of the PROPERTY following idling and decommissioning of the REFINERY'S operations; and

WHEREAS, CITY has hired consultants to monitor and study various issues related to the anticipated REFINERY idling and decommissioning and the redevelopment of the PROPERTY, including issues related to testing and cleanup of environmental contamination and compliance with federal and state permitting laws in relationship with the refinery idling or decommissioning; and

WHEREAS, on November 6, 2024, CITY adopted Interim Urgency Ordinance No. 24-2414U, establishing a temporary 45-day moratorium on acceptance, processing and consideration of applications and approval and issuance of permits and entitlements for commercial or industrial redevelopment and subsequent use of current oil refinery sites within the City following idling and decommissioning of refinery operations, and on December 3, 2024, CITY adopted Interim Urgency Ordinance No. 24-2416U, extending for 10 months and 15 days the temporary moratorium on consideration of applications and approval and issuance of permits and entitlements for commercial or industrial redevelopment and subsequent use of current oil refinery sites within the City following idling and decommissioning of refinery operations ("MORATORIUM"); and

WHEREAS, during the effective period of the MORATORIUM, CITY amended its General Plan to require submittal and approval of a Specific Plan prior to, or concurrently with, approval of development plans for any redevelopment of the PROPERTY for a new use following idling and decommissioning of the REFINERY's operations, thereby requiring associated CEQA review, in addition to any other permits, entitlements or approvals that may be required; and

WHEREAS, one 12-month extension of the MORATORIUM remains available to CITY under Government Code Section 65858. However, the MORATORIUM is scheduled to expire on or about October 18, 2025, and CITY's City Council has indicated it is comfortable allowing the MORATORIUM to expire as CITY now possesses the discretion necessary to ensure the protection of the environment and the public health, safety, and welfare of its residents in connection with the redevelopment of the PROPERTY following idling and decommissioning of the REFINERY'S operations; and

WHEREAS, PHILLIPS 66 (or a bona fide prospective purchaser of the PROPERTY) has tentatively agreed to apply for a development agreement to be entered into between PHILLIPS 66 and CITY pursuant to California Government Code Sections 65864 through 65869.5 in connection with its anticipated development permit application to CITY for redevelopment and subsequent use of the PROPERTY following idling and decommissioning of the REFINERY's operations ("DEVELOPMENT AGREEMENT"); and

WHEREAS, PHILLIPS 66's anticipated application to CITY for approval of the DEVELOPMENT AGREEMENT and approval of a Specific Plan and any other permits, entitlements or approvals that may be required for the PROJECT (collectively, "APPLICATION") will constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA"), and will therefore be subject to environmental review under CEQA, and CITY will be the lead agency for purposes of such review, and CITY has retained an environmental consultant for purposes of helping CITY conduct such review and to ensure PHILLIPS 66's compliance with all state and federal permitting requirements in connection with the idling or decommissioning of the REFINERY; and

WHEREAS, PHILLIPS 66 has tentatively proposed to provide significant community benefits to CITY under the DEVELOPMENT AGREEMENT; and

WHEREAS, the PARTIES anticipate that PHILLIPS 66 will move expeditiously to submit the APPLICATION to CITY following expiration of the MORATORIUM; and

WHEREAS, CITY and PHILLIPS 66 now see fit and intend to enter into this MOU to outline certain procedural terms related to the APPLICATION and the PROJECT and provide for PHILLIPS 66 to legally commit and be bound to honor to the representations it has made to CITY regarding an anticipated entitlement process, as set forth hereinbelow.

NOW THEREFORE, and in consideration of the covenants and conditions contained herein, it is agreed between the PARTIES as follows:

AGREEMENT

1. TERM AND OBLIGATIONS:

1.1 This MOU shall take effect on the date the MORATORIUM expires without any further extension by CITY, which the PARTIES acknowledge and agree will occur

on October 18, 2025, if CITY does not extend the moratorium by such date. If CITY extends the MORATORIUM beyond October 18, 2025, this MOU will not take effect. This MOU, unless terminated pursuant to Section 2 below, shall remain in effect from its effective date until the date that is the sooner of the following: (i) the date a DEVELOPMENT AGREEMENT is entered into and effective by and between CITY and PHILLIPS 66 containing community benefit terms consistent with this MOU; and (ii) the date CITY denies PHILLIPS 66's application for the DEVELOPMENT AGREEMENT, provided such denied agreement contains proposed community benefit terms consistent with this MOU.

1.2 PHILLIPS 66 agrees to apply for, and PHILLIPS 66 and CITY will work in good faith to negotiate and prepare, for City Council consideration of approval, the DEVELOPMENT AGREEMENT to be entered into by and between CITY and PHILLIPS 66 pursuant to California Government Code Sections 65864 through 65869.5 in connection with the APPLICATION or any other application of PHILLIPS 66 to CITY for redevelopment and subsequent use of the PROPERTY following idling and decommissioning of the REFINERY's operations. PHILLIPS 66 agrees that any CITY approval or conditional approval of the PROJECT or any other redevelopment or subsequent use of the PROPERTY following idling and decommissioning of the REFINERY's operations shall include and be subject to approval and execution of such DEVELOPMENT AGREEMENT by and between CITY and PHILLIPS 66.

1.3 The DEVELOPMENT AGREEMENT shall provide for PHILLIPS 66, in exchange for CITY's grant of certain vested rights consistent with California Government Code Sections 65864 through 65869.5 as shall be further detailed in the DEVELOPMENT AGREEMENT, to pay or otherwise provide to CITY community benefits as determined via mutually agreed upon discussions and negotiations between PHILLIPS 66 and the CITY, and where, at this time, the PARTIES agree will be consistent with an independent, third party economic/financial advisor's analysis and report and that the economic benefits will be fair and reasonable for a project of this nature in the Carson community.

1.4 Nothing in this MOU obligates or requires, nor shall be construed to obligate or require, CITY to approve any DEVELOPMENT AGREEMENT or take any other action with respect to approval, permitting or authorization of the APPLICATION, the PROJECT or any other redevelopment or subsequent use of the PROPERTY following idling and decommissioning of the REFINERY'S operations.

1.5 PHILLPS 66 agrees to freely share with CITY and its consultants, including allowing CITY and its consultants to access and inspect upon request, information provided to environmental regulatory agencies in connection with regulatory or other compliance submittals and filings, or which have otherwise become public, that PHILLIPS 66 may have or hereafter acquire regarding (i) idling and decommissioning of the REFINERY's operations, (ii) contamination or environmental condition of the PROPERTY, and (iii) proposed remediation

associated with the anticipated redevelopment and subsequent use of the PROPERTY following idling and decommissioning of the REFINERY's operations.

1.6 This MOU is intended to be legally binding.

2. TERMINATION

CITY may terminate this MOU at any time, with or without cause, upon thirty (30) calendar days' written notice to PHILLIPS 66. PHILLIPS 66 may terminate this MOU with withdrawal of a project APPLICATION and withdrawal of the DEVELOPMENT AGREEMENT, or for cause (i.e., a default of this MOU) following 30 days' notice and opportunity to cure to CITY.

3. REMEDIES

The PARTIES acknowledge and agree that other than the termination of this MOU pursuant to Section 2, specific performance, injunctive and declaratory relief are the only remedies available for the enforcement of this MOU and knowingly, intelligently, and willingly waive any and all other remedies otherwise available in law or equity. Accordingly, and not by way of limitation, and except as otherwise provided in this MOU, PHILLIPS 66 shall not be entitled to any money damages from CITY by reason of any default under this MOU. Further, PHILLIPS 66 shall not bring an action against CITY nor obtain any judgment for damages for a regulatory taking, inverse condemnation, unreasonable exactions, reduction in value of property, delay in undertaking any action, or asserting any other liability for any matter or for any cause which existed or which PHILLIPS 66 knew of or should have known of prior to the time of entering into this MOU, PHILLIPS 66's sole remedies being as specifically provided above. PHILLIPS 66 acknowledges that such remedies are adequate to protect PHILLIPS 66's interest hereunder and the waiver made herein is made in consideration of the obligations assumed by CITY hereunder.

4. INDEMNIFICATION; INSURANCE

4.1 To the fullest extent permitted by law, PHILLIPS 66 agrees to indemnify, defend and hold harmless CITY and its elected and appointed officials, officers, employees, and agents, and each of them ("Indemnified Parties"), from and against any and all actions, claims, proceedings, damages to persons or property, liabilities, losses, costs, fees (including attorneys' fees), expenses, penalties, obligations, errors, omissions or forfeitures, 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 this MOU or performance of or failure to perform any provision of this MOU. However, the obligations set forth in the preceding sentence shall not extend to claims or liabilities occurring as a result of CITY's sole negligence or willful misconduct.

4.2 In the event of any litigation challenging any CITY approval of the DEVELOPMENT AGREEMENT, the PROJECT entitlements, the APPLICATION, or any application for redevelopment or subsequent use of the

PROPERTY following idling and decommissioning of the REFINERY'S operations, PHILLIPS 66 shall be responsible for defending such actions and paying CITY's legal expenses therefor, and indemnifying and hold harmless CITY, as shall be further detailed in the DEVELOPMENT AGREEMENT.

4.3 PHILLIPS 66 submits annual financial assurance documentation to the State of California pursuant to Title 22 California Code of Regulations Sections 66264.143(e), and (f), and 66264.145(e), and (f) by which it certifies annually that PHILLIPS 66 maintains the financial resources as required by the State of California to address closure and post-closure obligations for permitted hazardous waste facilities. PHILLIPS 66 also submits annual financial assurance documentation to the State of California pursuant to Title 23 California Code of Regulations Section 2807 certifying that it maintains the financial ability to satisfy any releases from underground petroleum storage tanks as mandated by 40 Code of Federal Regulations Section 280.92. PHILLIPS 66 will provide a copy of this documentation to CITY.

4.4 No official, agent, contractor, or employee of CITY shall be personally liable to PHLLIPS 66, or any successor in interest, for any default or breach of this MOU or for payment of any amount to PHILLIPS 66 or any successor-in-interest.

4.5 The obligations set forth in this section shall be binding on successors and assigns of PHILLIPS 66 and shall survive expiration or termination of this MOU.

5. PROGRAM COORDINATION

5.1 CITY's City Manager, or his/her designee, shall be the representative of CITY for all purposes of this MOU.

5.2 PHILLIPS 66 shall assign a designee to have overall responsibility for the progress and performance of this MOU.

6. NOTICES AND COMMUNICATIONS

Any notice by either PARTY to the other shall be personally delivered to the PARTY or sent by prepaid, first-class mail, return receipt requested, to the addresses set forth below. Either PARTY may change its address by notifying the other PARTY of the change of address in writing. Such 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.

FOR CITY:
Attn: City Manager
City of Carson
701 E. Carson St.

Carson, CA 90745

FOR PHILLIPS 66:
Attn: _____
Phillips 66 Company
P.O. Box 421959
Houston, TX 77242-1959

7. ENTIRE AGREEMENT

This MOU contains the entire agreement between the PARTIES relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, provisions, negotiations, representations, or statements, either written or oral.

8. PREVAILING PARTY ATTORNEYS' FEES

If either PARTY is required to initiate or defend or made a party to any action or proceeding in any way connected with this MOU, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

9. COMPLIANCE WITH LAW

The PARTIES shall comply with all applicable laws in the performance of this MOU.

10. MODIFICATION

No modification, waiver, amendment, discharge, or change of this MOU shall be valid unless the same is in writing and signed by both PARTIES. No waiver of any term or condition of this MOU shall be a continuing waiver thereof.

11. AUTHORITY FOR EXECUTION

The persons executing this MOU on behalf of the respective PARTIES represent and warrant that: (i) such PARTY is duly organized and existing; (ii) they are authorized to execute and deliver this MOU on behalf of said PARTY; (iii) by so executing this MOU, such PARTY is formally bound to the provisions of this MOU; and (iv) the entering into this MOU does not violate any provision of any other agreement to which said PARTY is bound.

12. GOVERNING LAW; VENUE

This MOU 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 MOU shall be instituted in the Superior Court of the County of Los Angeles, State of California. 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.

13. INTERPRETATION

This MOU shall be interpreted to give effect to its fair meaning and shall be construed as though both PARTIES prepared it. Section headings are for convenience purposes only and shall not be used in the interpretation of this MOU.

14. ASSIGNMENT

Unless mutually agreed to in writing by both PARTIES in advance, neither PARTY shall assign or transfer any rights or obligations covered by this MOU. Any such prohibited assignment or transfer shall be void.

15. SEVERABILITY

In the event that part of this MOU 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 portions of this MOU 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 renders this MOU meaningless.

16. COUNTERPARTS

This MOU 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 MOU.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a California municipal corporation

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj, mav]

PHILLIPS 66:

PHILLIPS 66 COMPANY, a Delaware corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: P.O. Box 421959
Houston, TX 77242-1959

Two corporate officer signatures required, 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. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO PHILLIP 66'S BUSINESS ENTITY.

Report to City Council, Successor Agency, and Housing Authority

Tuesday, September 30, 2025, 5:00 PM

CONSENT 20.

To: City Council, Successor Agency, and Housing Authority

From: Monica Cooper, City Treasurer

Subject: CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING AUGUST 31, 2025 (CITY COUNCIL)

I. SUMMARY

Submitted to the Mayor and City Council is the monthly Investment and Cash Report for the City of Carson, Successor Agency and Carson Housing Authority for the month ending August 31, 2025. Following are the total reserves and cash on hand for the City of Carson and each Carson entity:

City of Carson reserves (Invested assets): $242,355,217.80

City of Carson available cash: $47,569,754.25

Restricted funds for the city of Carson include cash on hand and reserves for the Successor Agency, Housing Authority and Co-Op Agreement:

Total City of Carson restricted funds: $28,835,497.80

II. RECOMMENDATION

RECEIVE and FILE

III. ALTERNATIVES

TAKE another action the Council deems appropriate

IV. BACKGROUND

The Investment and Cash Report is submitted monthly to the Mayor and City Council to provide updates on reserve balances and available cash across Carson's entities. This report includes financial data for the City of Carson, the Successor Agency, and the Housing Authority. The report outlines an investment strategy designed to ensure six months of operating liquidity. All investments follow California State Code §53600, the City's Investment Policy, and relevant bond covenants.

V. FISCAL IMPACT

None

VI. EXHIBITS

1. Summary of Cash (Pg. 3)
2. City of Carson Investment (Pgs. 4-6)
3. City of Carson Successor Agency Investments (Pg.7)
4. City of Housing Authority (Pg. 8)

Attachments

Cash rpt AUGUST 2025.pdf

CITY OF CARSON PORTFOLIO RESERVES SUMMARY AUGUST 2025.pdf

CITY OF CARSON PORTFOLIO RESERVES SUCCESSOR SUMMARY AUGUST 2025.pdf

CITY OF CARSON PORTFOLIO RESERVES HOUSING AUTHORITY SUMMARY AUGUST 2025.pdf

Cash and Investment Report Summary
City of Carson, Carson Successor Agency, Carson Housing Authority
August 31, 2025

	Available Cash	Invested Funds
General Fund	$58,900,822.62	$ 242,355,217.80
Successor Agency (restricted revenue)	$ 11,102,787.45	$ 7,767,348.44
Housing Authority (restricted revenue)	$ 5,108,417.27	$3,000,000.00
Co-Op Agreement (restricted revenue)	$1,863,719.64	

CITY OF CARSON PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
AUGUST 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	2.150	9,039,318.88	9,039,318.88	9,039,318.88	3.73
Preferred Premier Cash	MM942	3.560	43,260,177.68	43,260,177.68	43,260,177.68	17.85
Sub Total / Average Cash		3.316	52,299,496.56	52,299,496.56	52,299,496.56	21.58
Certificate Of Deposit						
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	237,996.87	0.10
East/West Bank 4.1 10/21/2025	178417994C	4.100	2,000,000.00	2,000,000.00	2,000,000.00	0.83
East/West Bank 4.1 10/21/2025	178064422C	4.100	2,000,000.00	2,000,000.00	2,000,000.00	0.83
East/West Bank 4.1 10/21/2025	178622841D	4.100	2,000,000.00	2,000,000.00	2,000,000.00	0.83
East/West Bank 4.1 10/21/2025	178502444C	4.100	2,000,000.00	2,000,000.00	2,000,000.00	0.83
East/West Bank 4.1 10/21/2025	178944242C	4.100	2,000,000.00	2,000,000.00	2,000,000.00	0.83
East/West Bank 4.1 10/28/2025	178585526B	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 10/28/2025	178800198B	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 10/28/2025	178011696B	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 10/28/2025	178225460B	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 10/28/2025	178002788B	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 11/6/2025	178740303M	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 11/6/2025	178659182M	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 11/6/2025	178208467M	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 11/6/2025	178712582M	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 11/6/2025	178254698M	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
MABUHAY 3.25 8/13/2027	XXXX49	3.250	220,938.64	220,938.64	220,938.64	0.09
Preferred Bank 4.03 11/26/2025	300691--M	4.030	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	3000006915-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	300683-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	306119-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	300003703-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.16 3/1/2026	3000006907-C	4.160	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.16 3/1/2026	300006893	4.160	1,000,000.00	1,000,000.00	1,000,000.00	0.41

Preferred Bank 4.2 1/19/2026	3000023062	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.2 1/19/2026	3000023097	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.2 1/19/2026	3000023070	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.2 1/19/2026	3000023100	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.2 1/19/2026	3000002389	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.25 1/21/2026	3000023194	4.250	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.25 1/21/2026	3000023208	4.250	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.25 1/21/2026	3000023186	4.250	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.27 9/10/2025	30000007180L	4.270	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.42 9/10/2025	300007199L	4.420	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Sallie Mae Bank/ Salt Lake 1 7/14/2026	7954507A7	1.000	250,000.00	250,000.00	241,893.25	0.10
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	236,806.73	0.10
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	236,667.53	0.10
Sub Total / Average Certificate Of Deposit		4.086	45,205,938.64	45,205,938.64	45,174,303.02	18.65
Corporate						
Bank of America 1.4 5/14/2026-22	06048WL99	1.400	300,000.00	300,000.00	294,183.00	0.12
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	293,292.00	0.12
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	294,351.00	0.12
John Deere Capital Corp 1.05 6/17/2026	24422EVR7-A	1.050	300,000.00	300,000.00	293,022.00	0.12
JPMORGAN CHASE CO 1.2 4/30/2026-23	48128G3G3	1.200	300,000.00	300,000.00	294,117.00	0.12
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	486,930.00	0.21
Sub Total / Average Corporate		1.732	2,000,000.00	1,995,123.52	1,955,895.00	0.83
Local Government Investment Pool						
LAIF LGIP	LGIP9143	4.251	26,481,545.61	26,481,545.61	26,481,545.61	10.93
Sub Total / Average Local Government Investment Pool		4.251	26,481,545.61	26,481,545.61	26,481,545.61	10.93
Money Market						
East/West Bank MM	22305	3.300	85,894,167.13	85,894,167.13	85,894,167.13	35.44
Sub Total / Average Money Market		3.300	85,894,167.13	85,894,167.13	85,894,167.13	35.44
US Agency						
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	977,470.00	0.41
FFCB 0.84 3/2/2026-21	3133EMSK9	0.907	1,000,000.00	996,743.00	984,400.00	0.41
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	970,150.00	0.41
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	970,800.00	0.41
FFCB 1.53 1/26/2026	3133ENLDO	1.530	2,000,000.00	2,000,000.00	1,979,040.00	0.83
FFCB 4 11/1/2027	3133ERZC8	4.000	474,069.86	474,069.86	476,881.09	0.20
FFCB 4 11/1/2029-25	3133ERZD6	4.120	1,000,000.00	994,627.33	1,008,590.00	0.41
FFCB 4.47 3/5/2030	3133ER5U1	4.470	1,000,000.00	1,000,000.00	1,007,450.00	0.41
FHLB 1 3/26/2026-21	313ALMV3	1.000	1,000,000.00	1,000,000.00	982,660.00	0.41
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	969,310.00	0.41

FHLB 1.125 10/14/2026	313OAPBS3	1.125	1,000,000.00	1,000,000.00	969,710.00	0.41
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	976,360.00	0.41
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	967,930.00	0.41
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	970,880.00	0.41
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	970,460.00	0.41
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	968,040.00	0.41
FHLB 4.25 4/30/2030	3130B65N2	4.250	1,000,000.00	1,000,000.00	1,001,380.00	0.41
FHLB 4.3 6/18/2030-25	3130B6TR7	4.300	1,000,000.00	1,000,000.00	1,004,440.00	0.41
FHLB 4.5 5/22/2030-26	3130B6JC1	4.500	2,000,000.00	2,000,000.00	2,003,400.00	0.83
FHLMC 4.12 9/29/2025	3134GX2M5	4.145	1,000,000.00	999,273.00	999,760.00	0.41
FHLMC 4.625 3/6/2030	3134HBBT7	4.625	1,000,000.00	1,000,000.00	1,000,260.00	0.41
Sub Total / Average US Agency		2.471	22,474,069.86	22,463,463.19	22,159,371.09	9.27
US Treasury						
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	1,005,230.00	0.41
T-Note 3.375 9/15/2027	91282CLL3	3.475	1,000,000.00	997,215.63	995,160.00	0.41
T-Note 3.5 9/30/2026	91282CLP4	3.586	1,000,000.00	998,351.56	996,210.00	0.41
T-Note 3.875 11/30/2029	91282CFY2	4.055	1,000,000.00	991,936.23	1,008,240.00	0.41
T-Note 3.875 9/30/2029	91282CFL0	4.071	1,000,000.00	991,456.88	1,008,630.00	0.41
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	1,012,340.00	0.41
T-Note 4 10/31/2029	91282CFT3	4.071	1,000,000.00	996,837.50	1,013,280.00	0.41
T-Note 4 2/25/2026	91282CGL9	4.469	1,000,000.00	989,003.13	999,500.00	0.41
Sub Total / Average US Treasury		4.054	8,000,000.00	7,944,083.48	8,038,590.00	3.30
Total / Average		3.489	242,355,217.80	242,283,818.13	242,003,368.41	100

CITY OF CARSON SUCCESSOR AGENCY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
AUGUST 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
Preferred Bank Cash	MM0099	3.560	6,271,052.07	6,271,052.07	6,271,052.07	80.74
Sub Total / Average Cash		3.560	6,271,052.07	6,271,052.07	6,271,052.07	80.74
Local Government Investment Pool						
LAIF LGIP	LGIP9016	4.251	1,496,296.37	1,496,296.37	1,496,296.37	19.26
Sub Total / Average Local Government Investment Pool		4.251	1,496,296.37	1,496,296.37	1,496,296.37	19.26
Total / Average		3.693	7,767,348.44	7,767,348.44	7,767,348.44	100

CITY OF CARSON PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
AUGUST 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	2.150	9,039,318.88	9,039,318.88	9,039,318.88	3.73
Preferred Premier Cash	MM942	3.560	43,260,177.68	43,260,177.68	43,260,177.68	17.85
Sub Total / Average Cash		3.316	52,299,496.56	52,299,496.56	52,299,496.56	21.58
Certificate Of Deposit						
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	237,996.87	0.10
East/West Bank 4.1 10/21/2025	178417994C	4.100	2,000,000.00	2,000,000.00	2,000,000.00	0.83
East/West Bank 4.1 10/21/2025	178064422C	4.100	2,000,000.00	2,000,000.00	2,000,000.00	0.83
East/West Bank 4.1 10/21/2025	178622841D	4.100	2,000,000.00	2,000,000.00	2,000,000.00	0.83
East/West Bank 4.1 10/21/2025	178502444C	4.100	2,000,000.00	2,000,000.00	2,000,000.00	0.83
East/West Bank 4.1 10/21/2025	178944242C	4.100	2,000,000.00	2,000,000.00	2,000,000.00	0.83
East/West Bank 4.1 10/28/2025	178585526B	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 10/28/2025	178800198B	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 10/28/2025	178011696B	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 10/28/2025	178225460B	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 10/28/2025	178002788B	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 11/6/2025	178740303M	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 11/6/2025	178659182M	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 11/6/2025	178208467M	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 11/6/2025	178712582M	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.1 11/6/2025	178254698M	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.41
MABUHAY 3.25 8/13/2027	XXXX49	3.250	220,938.64	220,938.64	220,938.64	0.09
Preferred Bank 4.03 11/26/2025	300691--M	4.030	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	3000006915-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	300683-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	306119-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	300003703-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.16 3/1/2026	3000006907-C	4.160	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.16 3/1/2026	300006893	4.160	1,000,000.00	1,000,000.00	1,000,000.00	0.41

Preferred Bank 4.2 1/19/2026	3000023062	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.2 1/19/2026	3000023097	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.2 1/19/2026	3000023070	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.2 1/19/2026	3000023100	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.2 1/19/2026	3000002389	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.25 1/21/2026	3000023194	4.250	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.25 1/21/2026	3000023208	4.250	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.25 1/21/2026	3000023186	4.250	2,000,000.00	2,000,000.00	2,000,000.00	0.83
Preferred Bank 4.27 9/10/2025	30000007180L	4.270	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.42 9/10/2025	300007199L	4.420	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Sallie Mae Bank/ Salt Lake 1 7/14/2026	7954507A7	1.000	250,000.00	250,000.00	241,893.25	0.10
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	236,806.73	0.10
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	236,667.53	0.10
Sub Total / Average Certificate Of Deposit		4.086	45,205,938.64	45,205,938.64	45,174,303.02	18.65
Corporate						
Bank of America 1.4 5/14/2026-22	06048WL99	1.400	300,000.00	300,000.00	294,183.00	0.12
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	293,292.00	0.12
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	294,351.00	0.12
John Deere Capital Corp 1.05 6/17/2026	24422EVR7-A	1.050	300,000.00	300,000.00	293,022.00	0.12
JPMORGAN CHASE CO 1.2 4/30/2026-23	48128G3G3	1.200	300,000.00	300,000.00	294,117.00	0.12
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	486,930.00	0.21
Sub Total / Average Corporate		1.732	2,000,000.00	1,995,123.52	1,955,895.00	0.83
Local Government Investment Pool						
LAIF LGIP	LGIP9143	4.251	26,481,545.61	26,481,545.61	26,481,545.61	10.93
Sub Total / Average Local Government Investment Pool		4.251	26,481,545.61	26,481,545.61	26,481,545.61	10.93
Money Market						
East/West Bank MM	22305	3.300	85,894,167.13	85,894,167.13	85,894,167.13	35.44
Sub Total / Average Money Market		3.300	85,894,167.13	85,894,167.13	85,894,167.13	35.44
US Agency						
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	977,470.00	0.41
FFCB 0.84 3/2/2026-21	3133EMSK9	0.907	1,000,000.00	996,743.00	984,400.00	0.41
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	970,150.00	0.41
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	970,800.00	0.41
FFCB 1.53 1/26/2026	3133ENLDO	1.530	2,000,000.00	2,000,000.00	1,979,040.00	0.83
FFCB 4 11/1/2027	3133ERZC8	4.000	474,069.86	474,069.86	476,881.09	0.20
FFCB 4 11/1/2029-25	3133ERZD6	4.120	1,000,000.00	994,627.33	1,008,590.00	0.41
FFCB 4.47 3/5/2030	3133ER5U1	4.470	1,000,000.00	1,000,000.00	1,007,450.00	0.41
FHLB 1 3/26/2026-21	313ALMV3	1.000	1,000,000.00	1,000,000.00	982,660.00	0.41
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	969,310.00	0.41

FHLB 1.125 10/14/2026	313OAPBS3	1.125	1,000,000.00	1,000,000.00	969,710.00	0.41
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	976,360.00	0.41
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	967,930.00	0.41
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	970,880.00	0.41
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	970,460.00	0.41
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	968,040.00	0.41
FHLB 4.25 4/30/2030	3130B65N2	4.250	1,000,000.00	1,000,000.00	1,001,380.00	0.41
FHLB 4.3 6/18/2030-25	3130B6TR7	4.300	1,000,000.00	1,000,000.00	1,004,440.00	0.41
FHLB 4.5 5/22/2030-26	3130B6JC1	4.500	2,000,000.00	2,000,000.00	2,003,400.00	0.83
FHLMC 4.12 9/29/2025	3134GX2M5	4.145	1,000,000.00	999,273.00	999,760.00	0.41
FHLMC 4.625 3/6/2030	3134HBBT7	4.625	1,000,000.00	1,000,000.00	1,000,260.00	0.41
Sub Total / Average US Agency		2.471	22,474,069.86	22,463,463.19	22,159,371.09	9.27
US Treasury						
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	1,005,230.00	0.41
T-Note 3.375 9/15/2027	91282CLL3	3.475	1,000,000.00	997,215.63	995,160.00	0.41
T-Note 3.5 9/30/2026	91282CLP4	3.586	1,000,000.00	998,351.56	996,210.00	0.41
T-Note 3.875 11/30/2029	91282CFY2	4.055	1,000,000.00	991,936.23	1,008,240.00	0.41
T-Note 3.875 9/30/2029	91282CFL0	4.071	1,000,000.00	991,456.88	1,008,630.00	0.41
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	1,012,340.00	0.41
T-Note 4 10/31/2029	91282CFT3	4.071	1,000,000.00	996,837.50	1,013,280.00	0.41
T-Note 4 2/25/2026	91282CGL9	4.469	1,000,000.00	989,003.13	999,500.00	0.41
Sub Total / Average US Treasury		4.054	8,000,000.00	7,944,083.48	8,038,590.00	3.30
Total / Average		3.489	242,355,217.80	242,283,818.13	242,003,368.41	100

CITY OF CARSON SUCCESSOR AGENCY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
AUGUST 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
Preferred Bank Cash	MM0099	3.560	6,271,052.07	6,271,052.07	6,271,052.07	80.74
Sub Total / Average Cash		3.560	6,271,052.07	6,271,052.07	6,271,052.07	80.74
Local Government Investment Pool						
LAIF LGIP	LGIP9016	4.251	1,496,296.37	1,496,296.37	1,496,296.37	19.26
Sub Total / Average Local Government Investment Pool		4.251	1,496,296.37	1,496,296.37	1,496,296.37	19.26
Total / Average		3.693	7,767,348.44	7,767,348.44	7,767,348.44	100

CITY OF CARSON HOUSING AUTHORITY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
AUGUST 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Certificate Of Deposit						
Preferred Bank 4.42 9/27/2025	3000022368	4.420	1,000,000.00	1,000,000.00	1,000,000.00	33.33
Preferred Bank 4.42 9/27/2025	3000022333	4.420	1,000,000.00	1,000,000.00	1,000,000.00	33.33
Preferred Bank 4.42 9/27/2025	3000022341	4.420	1,000,000.00	1,000,000.00	1,000,000.00	33.33
Sub Total / Average Certificate of Deposit		4.420	3,000,000.00	3,000,000.00	3,000,000.00	100.00
Total / Average		4.420	3,000,000.00	3,000,000.00	3,000,000.00	100

Report to Honorable Mayor and City Council

Tuesday, September 30, 2025, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Reata Kulcsar, Energy and Sustainability Officer CMO Administration

Subject: CONSIDER AWARDING A PURCHASE ORDER TO WINNER CHEVROLET INC. FOR THE PURCHASE OF FIVE NEW 2025 OR NEWER MID-SIZE ELECTRIC VEHICLES FOR MULTIPLE DEPARTMENTS USE AND ADOPTION OF RESOLUTION NO. 25-117 " A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" (CITY COUNCIL)

I. SUMMARY

As part of the Clean Power Alliance's Energized Communities Program, the City of Carson was allocated $250,000 to support electrification efforts. When City Council approved the Program Participation Agreement (Exhibit No. 1), it directed that $225,000 be used for the purchase of up to five electric vehicles, with the remaining $25,000 designated to offset increased EV charging costs. To implement this program, staff recommends purchasing five new mid-size electric vehicles through a combination of the City's recent Invitation for Bid (IFB 25-09) and the California Department of General Services (DGS) Statewide Contract (1-25-23-01P).

Staff requests Council approval of a purchase order not to exceed $220,000 with Winner Chevrolet of Sacramento, California, for the following vehicles:

- Two Chevrolet Equinox EVs (2025 or newer)
- Three Chevrolet Blazer EVs (2025 or newer)

If approved, delivery of the vehicles is anticipated between December 2025 and February 2026.

II. RECOMMENDATION

TAKE the following actions:

1. ADOPT Resolution No. 25-117 "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS."
2. APPROVE a purchase order with Winner Chevrolet, Inc., for two (2) Chevrolet Equinox EV SUVs and three (3) Chevrolet Blazer EV SUVs, with a total budget not to exceed $220,000.00.

III. ALTERNATIVES

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

IV. BACKGROUND

The Clean Power Alliance (CPA) Energized Communities Program promotes sustainability by supporting building and transportation electrification. The City of Carson has made notable progress in this area, particularly through the expansion of EV charging stations that serve residents, visitors, businesses, and staff. To date, investment in EV charging infrastructure has exceeded several million dollars, made possible through a combination of city-owned infrastructure and public-private partnerships.

Building on this foundation, the City is expanding its EV fleet to increase the availability of pool vehicles across departments. This approach aligns with the Electric Fleet Transition Pathway, which serves as a structured, cost-effective roadmap developed to help agencies plan and manage the gradual replacement of light-duty vehicles with electric models. The pathway outlines steps such as assessing the current fleet, identifying suitable EV replacements, planning for charging infrastructure, and establishing timelines to ensure a smooth and fiscally responsible transition. The recommended acquisition this evening will increase the total number of EVs in the City's fleet to approximately 43 vehicles.

Staff conducted a comprehensive review of vehicle availability and operational requirements, including site visits and service calls, to ensure that selected vehicles will meet departmental needs. Based on this analysis, the Chevrolet Equinox EV LT and Chevrolet Blazer EV RS were identified as the most suitable options. The Equinox EV LT provides affordability and reliability for daily City use, while the Blazer EV RS trim was considered advantageous for its convenience package.

Vendor quotes are provided in Exhibits No. 2 and 3. The table below summarizes the proposed vehicle purchases, including make, model, year, and cost:

Procurement Method	Make	Model	Year	Quantity	Unit Cost	Subtotal
City IFB No. 25-09	Chevrolet	Equinox EV LT	2026	2	$30,807.40	$61,614.80
CA State Contract No. 1-25-23-01P	Chevrolet	Blazer EV RS	2026	3	$52,116.85	$156,350.55
Total				5		$217,965.35

On July 15, 2025, the City Council approved a purchase order with Winner Chevrolet, Inc. for eight (8) 2025 Chevrolet Equinox EV mid-size SUVs, following the City's formal IFB process (Exhibit No. 4). As part of their bid, Winner Chevrolet agreed to honor the quoted price per vehicle should the City purchase additional units. Accordingly, the pricing for the two Equinox EVs identified in this report matches the original bid pricing received on June 5, 2025. Delivery of the vehicles purchased on July 15, 2025, is anticipated on October 15, 2025.

The California Department of General Services (DGS) administers statewide master contracts for vehicle purchases, allowing local agencies to acquire fuel-efficient and alternative-fuel vehicles at competitively bid prices. Under this program, local agencies may purchase vehicles directly from awarded dealerships without conducting a separate solicitation process. For Chevrolet Blazers, the current Statewide Contract (No. 1-25-23-01P) is awarded to Winner Chevrolet, Inc. (Exhibit No. 5). This contract is available for use by the City and other eligible entities, streamlining procurement and delivery. The City proposes to utilize this contract for the purchase of three (3) Chevrolet Blazer EV RS models as part of this recommendation.

Carson Municipal Code Section 2611(f) authorizes “piggyback” purchasing, allowing the City to purchase equipment or services through another public agency’s competitively bid contract, provided certain conditions are met. These include verification that specifications are substantially similar, the original contract remains valid, and that piggyback purchasing results in equal or lower pricing. The Purchasing Manager has reviewed this procurement and confirmed compliance with Section 2611(f). Additionally, Section 2606(b)(ii) of the CMC requires the City to enter into a contract for purchases of $75,000 or more unless waived by the Purchasing Manager. The Purchasing Manager has waived this requirement and approved the use of piggyback purchasing and/or the waiver of the formal bidding process for the proposed acquisition of five (5) mid-size electric vehicles (Exhibits No. 6 and No. 7).

V. FISCAL IMPACT

The total cost for purchasing five (5) new mid-size electric vehicles will not exceed $220,000.00. This expense will be charged to GL Account 228-52-510-801-8003, consistent with Resolution No. 25-117 (Exhibit No. 8). Because grant funding is available, the City will be fully reimbursed for this purchase through the Clean Power Alliance’s Electric Fleet Transition Program.

VI. EXHIBITS

1. CPA Electric Fleet Participation Agreement
2. Winner Chevrolet Quote No.10148A - Equinox EV
3. Winner Chevrolet Quote No.10143A - Blazer EV
4. IFB 25-09 Bid Register
5. California State Procurement Contract No.1-25-23-01P
6. Purchasing Waiver - Winner Chevrolet, Inc. - Blazer EV
7. Purchasing Waiver - Winner Chevrolet, Inc. - Equinox EV
8. Resolution No. 25-117

Attachments

Exhibit No. 1 - CPA Electric Fleet Participation Agreement

Exhibit No. 2 - Winner Chevrolet Quote No.10148A - Equinox EV

Exhibit No. 3 - Winner Chevrolet Quote No.10143A - Blazer EV

Exhibit No. 4 - IFB - 25-09 - Bid Register

Exhibit No. 5 - CA DSG Contract No.1-25-23-01P

Exhibit No. 6 - Purchasing Waiver - Winner Chevrolet, Inc. - Blazer EV.pdf

Exhibit No. 7 - Purchasing Waiver - Winner Chevrolet, Inc. - Equinox EV.pdf

Exhibit No. 8 - Reso no. 25-117 pdf

ELECTRIC FLEET TRANSITION PROGRAM PARTICIPATION AGREEMENT

This Electric Fleet Transition Program Participation Agreement ("Agreement"), made as of the last date signed below (the "Effective Date"), by and between the City of Carson ("Participant"), and Clean Power Alliance of Southern California, a Joint Powers Authority and Community Choice Aggregation program ("CPA"), referred to individually or collectively as "Party" or "Parties," is to enroll Participant in the CPA Energized Communities Program for Electric Fleet Transition, described in more detail below.

RECITALS

WHEREAS, CPA has launched the Energized Communities Program ("Energized Communities") to assist CPA's member agencies with the implementation of building and transportation electrification measures to reduce dependence on fossil fuels and reach sustainability and decarbonization goals by providing financial and technical support;

WHEREAS, as part of the Energized Communities program offering, CPA desires to support transportation electrification efforts in its service territory through the CPA Energized Communities Program for Electric Fleet Transition ("Program"), which seeks to help Participant develop and implement electrical vehicle ("EV") fleet transition measures that will result in increased EV charging infrastructure, and reductions in greenhouse gas emissions;

WHEREAS, to implement the Program, CPA has entered into the Professional Services Agreement, dated as of March 7, 2024, by and between Optony, Inc. ("Optony") and CPA, under which Optony will provide technical support for Participant as it engages in efforts to develop, draft, review, and/or implement Participant's fleet electrification measures;

WHEREAS, CPA intends to make Optony or a successor consultant ("Contractor") available to Participant and other CPA member agencies to support Participant as it engages in its own effort to develop, draft, review, and/or implement Participant's fleet electrification measures;

WHEREAS, Participant desires technical support from Contractor as Participant develops, drafts, reviews, and/or implements fleet electrification measures; and

WHEREAS, Participant may seek financial support provided by CPA to offset the cost of implementing fleet electrification measures as agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties as follows:

AGREEMENT

1. **Term.** This Agreement begins on the Effective Date and ends on June 30, 2029 ("Term").

2. **Termination.** Any Party may terminate this Agreement for convenience and without liability to the other Party upon giving the other Party thirty (30) days prior written notice.

3. **CPA Obligations.** CPA agrees to perform the services and provide financial reimbursement to Participant, as detailed in Exhibit A, Electric Fleet Transition – Program Terms and Conditions, attached hereto.

4. **Participant Obligations.** Participant agrees to the obligations detailed in Exhibit A attached hereto.

5. **NO LIABILITY; NO REPRESENTATION OR WARRANTY; INDEMNITY.**

   a. CPA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE WITH RESPECT TO (1) SERVICES PROVIDED BY CONTRACTOR TO PARTICIPANT AND (2) ANY FLEET ELECTRIFICATION MEASURES IMPLEMENTED BY PARTICIPANT.

   b. INDEMNIFICATION. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE OTHER PARTY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, MEMBERS, VOLUNTEERS, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, EXPENSES, CLAIMS, AND/OR JUDGMENTS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS THAT MAY DIRECTLY OR INDIRECTLY ARISE AND/OR RESULT FROM THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION SHALL BE ONLY IN PROPORTION TO AND TO THE EXTENT THAT SUCH CLAIMS, JUDGMENTS, CAUSES OF ACTION, DAMAGES, PENALTIES, COSTS, LIABILITIES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS INCURRED IN THE DEFENSE OF ANY SUCH CLAIM OR ANY ACTION OR PROCEEDING BROUGHT THEREON ARISE FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF INDEMNIFYING PARTY, AND ITS OFFICERS, EMPLOYEES, INVITEES, OR AGENTS. NOTWITHSTANDING THE FOREGOING, CPA SHALL BE UNDER NO OBLIGATION WHATSOEVER TO INDEMNIFY PARTICIPANT OR HOLD PARTICIPANT HARMLESS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, COSTS, OR DISBURSEMENTS AS A RESULT OF PARTICIPANT'S CONSIDERATION, DEVELOPMENT, REVIEW, DRAFTING, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S FLEET ELECTRIFICATION MEASURES.

c. LIMITATION OF LIABILITY. CPA SHALL NOT BE LIABLE TO PARTICIPANT FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, LOST PROFIT, LOST OPPORTUNITY, OR EXEMPLARY DAMAGES FOR ANY CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO PARTICIPANT'S DEVELOPMENT, DRAFTING, REVIEW, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S FLEET ELECTRIFICATION MEASURES, ANY SERVICES PROVIDED BY CONTRACTOR, AND/OR ANY OTHER CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE.

6. **Insurance.**

a. The Parties agree to provide and maintain throughout the Term of this Agreement, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees, and contractors for the Term of this Agreement. This insurance shall include general liability insurance with coverage limits of $2,000,000 per occurrence and $2,000,000 aggregate (unless the aggregate is on a per-policy basis, in which case the aggregate shall be a minimum of $4,000,000). This insurance shall be endorsed to include the following: (i) CPA, its Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on Participant's commercial general liability policy, and Participant's Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on CPA's commercial general liability policy; and (ii) a written notice to be mailed to the other Party 30 days prior to the effective date of a cancellation or non-renewal of such insurance.

b. Participant agrees to maintain throughout the Term of this Agreement, at their own expense, an automobile liability policy covering any auto (including owned, hired, and non-owned autos) with limits no less than $1,000,000 per occurrence for bodily injury and property damage.

c. The Parties agree to maintain throughout the Term of this Agreement, at their own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than $1,000,000 per occurrence for bodily injury or disease.

d. Upon request, either Party shall provide the other evidence of such coverage naming the other Party as an additional insured including an additional insured

endorsement issued by the insurance company or program of self-insurance.

e. CPA may waive or change any of the requirements in this Section 6, upon mutual agreement with the Participant.

f. Nothing herein waives or reduces a Party's indemnification obligations pursuant to Section 5.

7. **Publicity.** Participant acknowledges and agrees that implementation of the Program may be publicized and included in marketing materials by CPA and Contractor. Each Party shall make best efforts to display or utilize the words "Clean Power Alliance" and "City of Carson" in all marketing materials, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles (to the extent possible); *provided*, that CPA may omit "City of Carson" from CPA marketing materials when publicizing the Electric Fleet Transition offering generally and not specifically with respect to (a) this Agreement or (b) Participant's participation in the Program. Any publicity or marketing materials, including those mentioned above, that include CPA or Participant logos must be reviewed and approved by both Parties before issuance, subject to the proviso in the preceding sentence. Each Party agrees to provide the other Party with reasonable time for review before such issuance.

   Participant shall include CPA's logo and a statement acknowledging CPA funding of electrification measures on any equipment, including vehicles, and project signage. Statements shall be provided by CPA and placement of such statement shall be agreed to by both Parties. Where CPA and Participant logos are used on any signage or documentation arising from this partnership, the logos of each Party will be of equal size.

8. **General Provisions.**

   a. Entire Agreement. This Agreement represents the full and complete understanding between the Parties as to the subject matter of this Agreement and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties related to the subject matter of this Agreement.

   b. Amendment. Any amendment to or modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement.

   c. Governing Law and Venue. This Agreement is governed by the laws of the State of California. Any lawsuit filed in relation to this Agreement must be filed with the Superior Court for the County of Los Angeles, State of California.

   d. Third Party Beneficiaries. There are no intended third-party beneficiaries of this

Agreement.

e. Independent Parties. Each Party shall perform its responsibilities and activities described herein separately and not as an officer, agent, employee, or volunteer of the other Party hereto. Each Party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

f. Headings. The headings in this Agreement are for convenience only, are not a part of the Agreement, and in no way affect, limit, or amplify the terms or provisions of this Agreement.

g. Severability / Partial Invalidity. If any term or provision of this Agreement, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

h. Survival. All provisions which by their nature must continue after the Agreement expires or is terminated shall survive the Agreement and remain in full force and effect, including but not limited to the indemnification requirement in Section 5.

i. Notices. All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery; or the date confirmed by the reputable overnight delivery service; or on the fifth calendar day after deposit in the United States Mail, postage prepaid; or the next business day following submission by electronic mail:

To CPA:
Joanne O'Neill
Director, Customer Programs
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
joneill@cleanpoweralliance.org

With a copy, which shall not serve as notice as required or specified herein, to:

EnergizedCommunities@cleanpoweralliance.org

To Participant:
Reata Kulcsar

Energy and Sustainability Officer
City of Carson
701 E. Carson Street, Carson, CA 90745
rkulcsar@carsonca.gov

j. Electronic Signatures. This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

k. Execution in Counterparts. This Agreement may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date of execution set forth below.

Ted Bardacke
Chief Executive Officer
Clean Power Alliance of Southern California
Date: 3/4/2025

David C. Roberts, Jr.
City Manager
City of Carson
Date: 2-3-25

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

Exhibit A

Electric Fleet Transition - Program Terms and Conditions

1. **CPA Obligations**

   a. CPA will make commercially reasonable efforts to ensure the availability of Contractor to provide the Technical Services (as defined below). CPA does not guarantee (a) that Contractor will be able to perform all duties that Participant staff would otherwise perform, or (b) that participation in the Program ensures implementation of fleet electrification measures.

   b. CPA will provide financial reimbursement to Participant in an amount (i) no greater than $250,000 (two hundred fifty thousand dollars) and (ii) to be specified in the Project Scope and Budget, as defined below.

   c. CPA will monitor the technical support provided by Contractor and help coordinate fleet electrification efforts with regional stakeholders.

2. **Participant Obligations**

   a. Data, Point of Contact, and Access. Within twelve (12) months of Effective Date, Participant agrees to provide requested data and a dedicated point of contact to CPA and Contractor for coordination purposes throughout the Program. Participant agrees to coordinate visits to its facilities with CPA and Contractor, as needed, to collect information to prepare site designs and EV charging infrastructure installation plans.

   b. Scope and Budget. Participant shall commit to a project scope and budget ("Project Scope and Budget") that plans to acquire EVs into the agency's fleet, construct charging infrastructure, and/or install EV charging ports, within three years from the initial project launch meeting with CPA and Contractor, substantially in the form of Exhibit B, Form of Project Scope and Budget, attached to the Agreement. Participant acknowledges and agrees that it shall not be eligible to receive Technical Services or Project Funding (as such terms are defined below) until CPA and Participant mutually agree upon the Project Scope and Budget.

   c. Technical Services. Within twelve (12) months of Effective Date, Participant shall specify which of the following services ("Technical Services") will be requested from the Contractor in the Project Scope and Budget:
      i. Fleet replacement plan.
      ii. Energy needs assessment.
      iii. Charging infrastructure plan for one or more locations.
      iv. Permit-ready site designs.

v. Managed charging assessment to analyze optimized and non-optimized EV charging costs.
vi. Funding package overview to identify rebate and funding opportunities appropriate for the project, including a summary of the CPA funds available to implement the project recommendations ("Funding Memo").

d. Project Funding. Participant shall specify expected use of funding for project implementation ("Project Funding") and make that request from CPA in the Project Scope and Budget.
   i. The following expenses are eligible for Project Funding from CPA:
      1. Electric vehicles purchase.
      2. EV charging equipment, including warranties, service contracts, and/or subscription fees.
      3. Installation costs for EV infrastructure.
      4. Managed Charging (as defined below) services and equipment.
      5. Construction costs for charging infrastructure.
      6. Additional expenses to be determined and approved by CPA in its sole discretion.
   ii. Participant acknowledges and agrees that any costs for construction and installation of charging infrastructure that are not agreed upon under the Project Scope and Budget shall be borne by Participant.
   iii. Warranties and operations support for equipment and any energy management systems will be the responsibility of the Participant to arrange for with the specific vendors of those systems.
   iv. If Participant elects to receive Project Funding for the purchase of fleet vehicles or EV charging equipment to meet its fleet electrification objectives, it must meet the following requirements:
      1. Participants that elect to receive funding for the purchase of EVs or EV charging equipment will be required to enroll in a managed charging service ("Managed Charging") for at least three years [or otherwise acknowledge the agency's fleet will avoid charging vehicles during peak periods where feasible]. The following options are available to satisfy Participant's obligation to enroll in Managed Charging:
         a. Enrollment in a managed charging program offered by CPA.
         b. Enrollment in managed charging services to be provided by Contractor.
         c. Enrollment in a managed charging program offered by a third party, subject to CPA's prior written approval.
         d. Creation of a charging schedule and optimization plan, subject to CPA's prior written approval.
      2. Fleet vehicles purchased using funding provided under this Agreement must be owned by Participant.

v. Participant is allowed to combine Project Funding from CPA with funding from other organizations and sources, including, but not limited to, investor-owned utilities, South Coast Air Quality Management District, rebates, and state and federal grants. Participant shall inform CPA if grants and other funding related to the project scope are received. Participant agrees and acknowledges that in no event shall the combined funding from CPA and third parties exceed 100% of total project costs, as specified in the Funding Memo. Should such situation arise, the Parties will review the Project Scope and Budget to consider amendments and/or a reduction in Project Funding.

vi. Reimbursement. Participant shall submit appropriate documentation to request reimbursement for measures as specified in the agreed upon Project Scope and Budget substantially in the form of Exhibit C, Form of Reimbursement Request, attached to the Agreement.

e. Intellectual Property. Participant agrees and acknowledges that all tools, templates, and other resources generated by the Contractor during the implementation of the Program will be the intellectual property of CPA.

f. CPA Customer. As of the Effective Date, Participant represents and warrants that Participant is a CPA public agency customer and acknowledges and agrees that Participant is required to continue to be a CPA public agency customer in order to be eligible to receive services and financial reimbursement under this Agreement.

g. Notice to Proceed. Participant shall provide to CPA a written notice to proceed ("Notice to Proceed") to commence charging infrastructure plans and site design services prior to Contractor commencing work on the Technical Services specified in Section 2.c.iii and 2.c.iv. The Notice to Proceed shall indicate that the Participant intends to move forward with constructing charging infrastructure.

h. Fleet Composition, Facilities Information, and Energy Data. Participant agrees to share information with CPA and Contractor regarding fleet composition and usage, including asset inventories, fueling records, duty cycles, mileage readings, etc., as available, facilities information including as-builts or architectural designs, panel schedules, single-line diagrams, as available, and historical energy data for facilities that may install charging.

i. Ongoing Data: Participant agrees to provide CPA access to EV charging data through the charging operator's online portal or other system to be determined, and share EV charging data with CPA during the Term of this Agreement.

Exhibit B

Form of Project Scope and Budget

Following the terms provided in the Participation Agreement, the specific Project Scope and Budget for Participant will be submitted to CPA substantially in the form illustrated below.

Fleet size is based on the total number of vehicles in the fleet and is determined when the scope and budget for the project are finalized.

Table: Project Scope and Budget

Contractor Services Provided	**Services Selected by Participant**	**Budget for Small Fleet Services (less than 100 vehicles)[1]**	**Budget for Medium Fleet Services (100-300 vehicles)**
Fleet Replacement Plan	None		
Energy Needs Assessment	None		
Charging Infrastructure Plan (for selected facilities listed here)	None		
Site-visit	None		
Permit-ready site designs (per site)	None		
Funding package overview	None		
Managed Charging (Charging Schedule and Optimization Plan)	None		
Subtotal for Technical Services			
Summarize how Participant intends to use Project Funding to implement recommendations (refer to eligible expenses in Exhibit A).	No Technical Services requested.		
Subtotal for Project Funding	$250,000		

Indicate if Participant elects to receive Project Funding only for electric vehicle and/or equipment purchase and not for Technical Services. Summarize how the funds will be used here. Participant will follow requirements in Exhibits A and C.	The City will request a funding reimbursement to cover costs related to the increase in electricity expenses from charging fleet vehicles. The City will also request a funding reimbursement to offset the costs of purchasing 5 electric vehicles for the City's fleet as summarized below. $25,000 fleet charging cost (reimbursement) – these funds are essential for supporting the increase in the City's fleet charging costs, as they will offset the expenses associated with charging the City's electric vehicle (EVs) fleet, making the shift to cleaner energy more financially viable for the City. Each EV will be assigned a dedicated RFID-enabled fob for tracking and managing charging sessions, ensuring efficient usage and accurate cost allocation. This system helps streamline operations while promoting sustainability and reducing emissions. The City will submit the electricity cost information for the EV fleet gathered from the RFID tracking system with the request for funding reimbursement. $225,000 to purchase five (5) electric vehicles. These funds will also be critical for the procurement of EVs to support the City's sustainability goals. While the exact make and model are still to be determined, each vehicle is estimated to cost approximately $45,000. These funds will help reduce the financial burden of transitioning to EVs, enabling the City to make cost-effective investments in cleaner transportation. The City will submit the proposed vehicle purchase order to CPA for approval prior to commencement of vehicle procurement. The City will also provide information on fleet composition and usage to CPA to determine fuel cost savings and emissions reductions from the transition to EVs.
Total Budget Requested	$250,000

Exhibit C

Form of Reimbursement Request

Participant will submit a W-9, and any invoices, receipts, or other appropriate documentation to show paid expenditure of funds, along with the reimbursement request for measures, as specified in the agreed upon Project Scope and Budget. A reimbursement request with the information noted in the table below will be submitted to CPA for approval. CPA will notify the Participant of approval and forthcoming repayment.

Reimbursement Request Form

Fleet Electrification Measure	**Reimbursement Amount Requested**	**Documentation Provided (Invoice, Purchase Receipt, etc.)**	**Total Project Funding Budget Assigned***	**Remaining Budget**
Electric vehicle purchase				
EV charging equipment, including warranties, service contracts, and/or subscription fees				
Installation costs for EV infrastructure				
Managed Charging (energy management) subscription and/or equipment costs				
Construction costs for charging infrastructure				
Additional expenses to be determined and approved by CPA				
Total Amounts				

*Project Funding budget refers to the budget amount remaining following the completion of Technical Services, as outlined in Exhibit A and Exhibit B.

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.

Summary of Contracts

This document contains the following contracts.

Title	ID
Program Participation Agreement (City of Carson and Clean Power Alliance)	423064dd-5491-47cc-ae8d-e6c423af646a

Contract signed by:

Ted Bardacke

Signer ID: d9e90bbb-dae7-4b81-8a31-78162d4df20b
Email: tbardacke@cleanpoweralliance.org

Date / Time: Mar 4, 2025 at 3:35 PM EST
IP Address: 160.72.195.26
User Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/133.0.0.0 Safari/537.36

Winner Chevrolet

7220 Fawn Way,
Sacramento, CA 95823
(916) 509-8577 - Desk
(530) 906-1582 - Cell

TO: **CITY OF CARSON**
701 E Carson St
Carson, CA 90745
Freddy Loza
(310) 847-3531
floza@carson.ca.gov

DATE September 12, 2025
Quotation # 10148A
FAN # 871220

Prepared by: Aidan Barnhart

Comments or special instructions: Vehicle build and options are in additional pages.
IFB 25-09

Description	AMOUNT
2026 Chevrolet Equinox EV LT FWD accoridng to specifications of IFB 25-09	$ 27,880.00
****** Please review, sign, and return a copy of the quote and ******	
****** specs with the PO or the vehicle will not be ordered. ******	
******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	

Subtotal		$ 27,880.00
DOC Fee		$ -
Taxable Subtotal:		$ 27,880.00
Tax Rate(Subject to change):	10.500%	$ 2,927.40
Tire Fee:		$ -
Fuel:		$ -
Delivery Charge:		$ -
Total:		**$ 30,807.40**
Grand Total		$ 61,614.80

_____
(Order Acknowledgment Signature) **(Date)**

CA Tire Fee: $1.75 / Per Tire

QTY	2

If you have any questions concerning this quotation, contact Aidan Barnhart at (916) 509-8577 or email at ABarnhart@knightelkgrove.com

THANK YOU FOR YOUR BUSINESS!!

Winner Chevrolet / Elk Grove Auto Group

Aidan Barnhart | 916-509-8577 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY

Prepared by

Aidan Barnhart
Winner Chevrolet / Elk Grove Auto Group
530-981-5164
abarnhart@knightelkgrove.com

Table of Contents

- Window Sticker
- Standard Equipment
- Technical Specifications

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Winner Chevrolet / Elk Grove Auto Group

Aidan Barnhart | 916-509-8577 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY — MSRP:$35,100.00

Interior:Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, none

Transmission, none (electric drive unit)

OPTIONS

CODE	MODEL	MSRP
1MB48	[Fleet] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY	
	OPTIONS	
2LT	LT Preferred Equipment Group	
AR9	Seats, front bucket	
EKV	Black, Cloth seat trim	
EN0	Engine, none	
FWD	Propulsion, front wheel drive	
GAZ	Summit White	
MF1	Transmission, none (electric drive unit)	
PCY	LT 1	
REH	Wheels, 19" (48.3cm)	
VQ2	Fleet processing option	
YF5	Emissions, California state requirements	

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

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Vehicle: [Fleet] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (✔ Complete)

Est Highway Cruising Range:N/A

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Winner Chevrolet / Elk Grove Auto Group

Aidan Barnhart | 916-509-8577 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (✔ Complete)

Standard Equipment

Package	
	Chevy Safety Assist includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam (Automatic Emergency Braking replaced by (UGN) Enhanced Automatic Emergency Braking. Lane Keep Assist with Lane Departure Warning replaced by (UKM) Enhanced Lane Keep Assist with Lane Departure Warning. Front Pedestrian Braking replaced by standard (UKT) Front Pedestrian and Bicyclist Braking.)
Mechanical	
	Engine, none (STD)
	Propulsion, front wheel drive (STD)
	Dual Level Charge Cord, dual-mode, portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection
	Transmission, none (electric drive unit) (STD)
	Electric drive unit, primary, 1 motor, integrated inverter, park system, 76F
	Battery Pack, Propulsion
	Fuel, none
	Emission system zero emission vehicle (ZEV)
	Electronic Precision Shift
	Propulsion, electric, FWD
	Vehicle-to-home (V2H) all V2H-capable GM EV's can provide power to your properly equipped home in a blackout to all equipment groups. (The GM Energy PowerShift Charger and GM Energy V2H Enablement Kit requires an adequately charged and properly equipped GM EV having bidirectional charging capabilities, a properly equipped home, and proper grid interconnection. Some eligible 24MY EVs will require a dealership or over-the-air update to enable bidirectional charging. Weather conditions, life of the battery, vehicle variation and usage, and other external factors may impact the duration of power supply. Power supply may be interrupted. It is not recommended that the following devices be powered with the GM Energy PowerShift Charger and V2H Enablement Kit: Medical Devices.)
	AC Charging, 11.5 kW capable
	Brakes, 17" front and rear sliding caliper disc with DURALIFE rotors with regenerative capability. 4 wheel disc and 4-wheel antilock braking.
	Brake lining, non-asbestos, organic
	Brake rotor, FNC
	Battery, 12V/60AH, 680 ENCCA
	Suspension, Ride and Handling
Exterior	
	Wheels, 19" (48.3cm) (STD)

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Vehicle: [Fleet] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (✔ Complete)

Exterior	
	Tires, 245/55R19 all-season blackwall (STD)
	Wheel, spare, none
	Tire, spare, none
	Tire Inflator Kit (Included with 19" (48.3 cm) wheel.)
	Lamp, front marker, LED
	Headlamps, LED, with LED Daytime Running Lamps
	Tail lamps, LED
	IntelliBeam, automatic high beam on/off
	Glass, side front tempered, solar glazing
	Glass, privacy
	Glass, rear, deep tint
	Mirrors, outside power-adjustable, manual-folding
	Mirror caps, painted
	Wipers, front intermittent
	License plate front mounting package (will be forced on orders with ship-to states that require a front license plate)
	Door handles, body-color
	Liftgate, manual
	Recovery hook, front
	Recovery hook, rear
Entertainment	
	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, and Natural Voice Recognition
	Audio system feature, 6-speaker system
	SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
	5G Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Winner Chevrolet / Elk Grove Auto Group

Aidan Barnhart | 916-509-8577 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (✔ Complete)

Interior	
	Seats, front bucket (STD)
	Seat trim, Cloth
	Seat adjuster, driver 6-way manual
	Seat adjuster, front passenger 4-way manual
	Seat, rear 60/40-split folding
	Headrest, rear center
	Console, floor, with armrest
	Armrest, rear center, with cup holders
	Floor mats, front, carpeted
	Floor mats, rear, carpeted
	Steering column, tilt and telescopic
	Speedometer, miles/kilometers, miles odometer
	Display, automatic occupant sensing
	Driver Information Center, 11" diagonal display
	Windows, remote Express-Down, all windows
	Remote Start, smartphone app
	Adaptive Cruise Control
	Theft-deterrent system, unauthorized entry
	Power outlets, (2), 12-volt, lower instrument panel and cargo area, auxiliary
	USB ports, 2 type-C, Charge/Data ports located on floor console
	USB ports, 2 type-C, located on back of center console, charge-only
	Google Automotive Services capable
	Navigation System through Google built-in compatibility (select service plan required, terms and limitations apply)
	Infotainment, High
	Air conditioning, single-zone automatic climate control
	Air filter, pollutant
	Glovebox
	Mirror, inside rearview, tilting
	Visors, driver and front passenger, sliding

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Vehicle: [Fleet] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (✔ Complete)

Safety-Mechanical	
	Enhanced Automatic Emergency Braking
	Rear Park Assist
	Intersection Automatic Emergency Braking
	Rear Cross Traffic Braking
	Reverse Automatic Braking
	Front Pedestrian and Bicyclist Braking
Safety-Interior	
	Airbags, frontal, knee and seat-mounted side-impact for driver and front passenger and roof-rail mounted head-curtain for outboard seating positions. Includes Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Airbag, Passenger Sensing System, sensor indicator inflatable restraint front passenger/child presence detector (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	Forward Collision Alert
	Following Distance Indicator
	Lane Keep Assist with Lane Departure Warning, enhanced
	Blind Zone Steering Assist
	HD Rear Vision Camera
	LED Reflective Windshield Collision Alert
	Safety Alert Seat
	Seat belt, front passenger presence detector
	Seat belt restraint pretensioner, rear
	Restraint provision-retractor, automatic locking
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Restraint provisions, child, Isofix 2 point only, point/latch includes 2 top tether points

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Vehicle: [Fleet] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (✔ Complete)

Safety-Interior	
	Rear Seat Reminder
	Rear Seat Belt Indicator
	Lock control system, passive entry, extended range
	Door locks, rear child security
	Side Bicyclist Alert
	Horn, dual-note
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
Processing-Other	
	LT 1 (Required on LT w/PCY trim. Includes standard equipment.)
WARRANTY	
	Warranty Note: <<< Preliminary 2026 Warranty >>> Basic Years: 3 Basic Miles/km: 36,000 Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Hybrid/Electric Components Years: 8 Hybrid/Electric Components Miles/km: 100,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000 Roadside Assistance Note: Towing: 8 Years/100,000 Miles Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (✔ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Front Wheel Drive	Trans Order Code	MF1
Trans Type	1	Trans Description Cont.	N/A
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Reverse Ratio (:1)	N/A	Clutch Size	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Gear Ratio (:1), High	N/A
Transfer Case Gear Ratio (:1), Low	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	EPA MPG Equivalent - City	117 (2025)
EPA MPG Equivalent - Hwy	100 (2025)	Estimated Battery Range	319 (2025) mi

Engine

Engine Order Code	EN0	Engine Type	Electric
Displacement	N/A	Fuel System	Electric
SAE Net Horsepower @ RPM	N/A	SAE Net Torque @ RPM	N/A

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	N/A

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A

Vehicle

EPA Classification	Sport Utility

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Vehicle: [Fleet] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

Vehicle

Vehicle

	Vehicles

Chassis

Weight Information

Base Curb Weight	N/A	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Maximum Payload Capacity	N/A
Curb Weight	N/A	Total Option Weight	0.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

Suspension

Suspension Type - Front	MacPherson strut	Suspension Type - Rear	Multi-Link
Suspension Type - Front (Cont.)	N/A	Suspension Type - Rear (Cont.)	N/A
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QLU	Rear Tire Order Code	QLU
Spare Tire Order Code	9L3	Front Tire Size	245/55R19
Rear Tire Size	245/55R19	Spare Tire Size	N/A

Wheels

Front Wheel Size	19 x -TBD- in	Rear Wheel Size	19 x -TBD- in
Spare Wheel Size	N/A	Front Wheel Material	N/A
Rear Wheel Material	N/A	Spare Wheel Material	N/A

Steering

Steering Type	Rack EPS	Steering Ratio (:1), Overall	59

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Data Version: 26439. Data Updated: Sep 9, 2025 6:57:00 PM PDT.

Winner Chevrolet / Elk Grove Auto Group

Aidan Barnhart | 916-509-8577 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (✔ Complete)

Chassis

Steering

Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	38.06 ft
Turning Diameter - Wall to Wall	N/A		

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	17 x -TBD- in
Rear Brake Rotor Diam x Thickness	17 x -TBD- in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	N/A	Aux Fuel Tank Capacity, Approx	N/A

Dimensions

Interior Dimensions

Passenger Capacity	5	Passenger Volume	102.24 ft^3
Front Head Room	39.15 in	Front Leg Room	41.65 in
Front Shoulder Room	58.64 in	Front Hip Room	55.95 in
Second Head Room	38.49 in	Second Leg Room	38 in
Second Shoulder Room	55.45 in	Second Hip Room	50.7 in

Exterior Dimensions

Wheelbase	116.3 in	Length, Overall	190.55 in
Width, Max w/o mirrors	76.94 in	Height, Overall	64.8 in
Track Width, Front	63.45 in	Track Width, Rear	63.69 in
Min Ground Clearance	6.4 in	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	N/A

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A
Cargo Area Length @ Floor to Seat 3	N/A	Cargo Area Width @ Beltline	N/A

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Vehicle: [Fleet] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (✔ Complete)

Dimensions

Cargo Area Dimensions

Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Cargo Volume to Seat 1	57.2 ft³	Cargo Volume to Seat 2	26.4 ft³
Cargo Volume to Seat 3	N/A		

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Winner Chevrolet

7220 Fawn Way,
Sacramento, CA 95823
(916) 509-8577 - Desk
(530) 906-1582 - Cell

TO: **CITY OF CARSON**
701 E Carson St
Carson, CA 90745
Freddy Loza
(310) 847-3531
floza@carson.ca.gov

DATE September 4, 2025
Quotation # 10143A
FAN # 871220

Prepared by: Aidan Barnhart

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-25-23-01P

Description	AMOUNT
CLIN 4 Blazer EV	$ 44,650.00
Options (Refer to Window Sticker):	$ 1,535.00
Upgrade to 2026 RS	$ (500.00)
2 additoinal Key/Fobs	$ 800.00
****** Please review, sign, and return a copy of the quote and ****** ****** specs with the PO or the vehicle will not be ordered. ****** ******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	
Subtotal	$ 46,485.00
DOC Fee	$ 85.00
Taxable Subtotal:	$ 46,570.00
Tax Rate(Subject to change): 10.500%	$ 4,889.85
Tire Fee:	$ 7.00
Fuel:	$ -
Delivery Charge:	$ 650.00
Total:	**$ 52,116.85**
Grand Total	$ 156,350.55

_____
(Order Acknowledgment Signature) **(Date)**

CA Tire Fee: $1.75 / Per Tire

QTY	**3**

If you have any questions concerning this quotation, contact Aidan Barnhart at (530) 906-1582 or email at abarnhart@knightelkgrove.com

THANK YOU FOR YOUR BUSINESS!!

Winner Chevrolet / Elk Grove Auto Group
Aidan Barnhart | 916-509-8577 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS

Prepared by

Aidan Barnhart
Winner Chevrolet / Elk Grove Auto Group
530-981-5164
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Table of Contents

- Dealership Information
- Window Sticker
- Standard Equipment
- Technical Specifications

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Dealership Information

***** IMPORTANT *****

Please review the Quote, "Window Sticker," and all included information and specifications for accuracy. If a purchase order is issued, please include a signed copy of this quote with the Window Sticker. By this quote being signed and returned by the purchasing agency, the purchasing agency acknowledges that the vehicle configuration and price are accurate.

The "Window Sticker" MSRP is for reference only and may not represent the final quoted price of the vehicle or optional equipment. Actual pricing may vary, see the Quote on page 1 for pricing.

Tax may not be included in the quote price. Purchasing agency is responsible for calculating tax. The tax rate is based on the registration address and cannot be a PO Box.

If the vehicle is going to be delivered beyond Sacramento, an additional delivery charge will be required.

Thanks!

Prepared By:

Aidan Barnhart
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916-509-8577
abarnhart@knightelkgrove.com

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Winner Chevrolet / Elk Grove Auto Group
Aidan Barnhart | 916-509-8577 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✓ Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS

Interior:Black, Perforated suede/Evotex seat trim

Exterior 1:Polar White Tricoat

Exterior 2:No color has been selected.

Engine, none (electric drive unit)

Transmission, none (electric drive unit)

OPTIONS

CODE	MODEL	MSRP
1MD26	[Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS	
	OPTIONS	
1RS	RS Preferred Equipment Group	$0.00
AR9	Seats, front bucket	$0.00
EMG	Black, Perforated suede/Evotex seat trim	$0.00
EN0	Engine, none (electric drive unit)	$0.00
G4J	Polar White Tricoat	$995.00
MF1	Transmission, none (electric drive unit)	$0.00
PSC	Dual Level Charge Cord, dual-mode, portable	$0.00
QTC	Tires, 275/45R21 all-season self-sealing, blackwall	$0.00
RHR	Wheels, 21" (53.3 cm) machined-face aluminum	$0.00
VK3	License plate front mounting package	$40.00
VQ2	Fleet processing option	$0.00
YF5	Emissions, California state requirements	$500.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (Complete)

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✓ Complete)

Standard Equipment

Package	
	Chevy Safety Assist includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam (Automatic Emergency Braking replaced by (UGN) Enhanced Automatic Emergency Braking. Front Pedestrian Braking replaced by (UKT) Front Pedestrian and Bicyclist Braking. Lane Keep Assist with Lane Departure Warning replaced by (UKM) Enhanced Lane Keep Assist with Lane Departure Warning.)
Mechanical	
	Engine, none (electric drive unit) (STD)
	Dual Level Charge Cord, dual-mode, portable 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection (STD)
	Transmission, none (electric drive unit) (STD)
	Emission system zero emission vehicle (ZEV)
	Electronic Precision Shift
	Propulsion, front wheel drive (FWD)
	Trailering provisions, wiring
	Hitch Guidance
	Hitch View
	Suspension, Ride and Handling
	GVWR, 6283 lbs. (2850 kg)
	Brakes, 4-wheel antilock disc
	Brake rotor, FNC
	Brake lining, non-asbestos, organic
	Battery Pack, Propulsion, 85 kWh Battery Rated Energy, 150 kW DC fast charging capable
	AC Charging, 11.5 kW capable
	Charge port door, power open/close
	Vehicle-to-home (V2H) all V2H-capable GM EV's can provide power to your properly equipped home in a blackout (The GM Energy PowerShift Charger and GM Energy V2H Enablement Kit requires an adequately charged and properly equipped GM EV having bidirectional charging capabilities, a properly equipped home, and proper grid interconnection. Some eligible 24MY EVs will require a dealership or over-the-air update to enable bidirectional charging. Weather conditions, life of the battery, vehicle variation and usage, and other external factors may impact the duration of power supply. Power supply may be interrupted. It is not recommended that the following devices be powered with the GM Energy PowerShift Charger and V2H Enablement Kit: Medical Devices.)
Exterior	
	Wheels, 21" (53.3 cm) machined-face aluminum with Black painted pockets (STD)

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Winner Chevrolet / Elk Grove Auto Group

Aidan Barnhart | 916-509-8577 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✓ Complete)

Exterior	
	Tires, 275/45R21 all-season self-sealing, blackwall (STD)
	Tire, spare, none
	Roof color, Black (Included with all RS/SS exterior colors except (GBA) Black.)
	Roof rails, high gloss Black
	Molding, door upper, high gloss Black, and belt, low gloss Black
	Grille, Black
	Grille light bar, LED
	Headlamps, LED
	IntelliBeam, auto high beam
	Lighting, exterior choreography approach, walk-away, and charging
	Mirror caps, high gloss Black
	Mirrors, outside heated, power-adjustable, power-folding, driver-side auto-dimming with turn signal indicators
	Glass, rear, deep tint
	Wipers, front intermittent, Rainsense
	AutoSense Power Liftgate, programmable, hands free
Entertainment	
	Audio System, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, and Natural Voice Recognition
	Audio system feature, 6-speaker system
	SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
	Google Automotive Services capable
	5G vehicle connectivity (Terms and limitations apply. See onstar.com or dealer for details.)
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front bucket (STD)
	Seat trim, Perforated suede/Evotex
	Seats, heated driver and front passenger cushion and seatback

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✓ Complete)

Interior	
	Seats, ventilated driver and front passenger
	Seat adjuster, driver 8-way power
	Seat adjuster, driver 2-way power lumbar
	Seat adjuster, front passenger 6-way power
	Seat adjuster, front passenger 2-way power lumbar
	Driver memory, recalls driver "presets" for power driver seat and outside mirrors
	Seat, rear 60/40-split, fold-flat
	Floor mats, front, carpeted (Deleted when LPO floor mats/liners are ordered.)
	Floor mats, rear, carpeted (Deleted when LPO floor mats/liners are ordered.)
	Steering column, tilt and telescopic
	Steering wheel, wrapped, flat-bottom
	Steering wheel, heated
	Driver Information Center, 11" diagonal display
	Traffic Sign Recognition
	Window, power, driver, express up and down
	Window, power, front passenger with express down
	Remote Start, smartphone app capable
	Universal Home Remote includes garage door opener, programmable
	Adaptive Cruise Control
	Theft deterrent system, unauthorized entry
	Wireless Phone Charging
	USB ports, 2 type-C, located forward of cupholders
	USB port, type-C, located within the center console armrest bin
	USB ports, 2 type-C, located on back of center console, charge-only
	Power outlet, 12-volt, located in center console compartment
	Air conditioning, dual-zone automatic climate control
	Defogger, rear-window electric
	Cabin air filter, pollutant
	Mirror, inside rearview auto-dimming
	Lighting, interior, ambient, multi-color

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✓ Complete)

Safety-Mechanical	
	Enhanced Automatic Emergency Braking
	Intersection Automatic Emergency Braking
	Rear Cross Traffic Braking
	Reverse Automatic Braking
	Front Pedestrian and Bicyclist Braking
	StabiliTrak, stability control system
Safety-Exterior	
	Daytime Running Lamps
Safety-Interior	
	Airbags, frontal knee and seat-mounted side-impact for driver and front passenger, and roof-rail mounted head-curtain for outboard seating positions. Includes Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	Rear Park Assist (Upgraded to (UKZ) Enhanced Automatic Park Assist when (WK7) Super Cruise Package is ordered.)
	HD Surround Vision
	Rear Pedestrian Alert
	Blind Zone Steering Assist
	Side Bicyclist Alert
	Lane Keep Assist with Lane Departure Warning (Replaced with (UKL) Super Cruise when (WK7) Super Cruise Package is ordered.)
	Following Distance Indicator
	Forward Collision Alert
	LED Reflective Windshield Collision Alert (Replaced with (UV6) Head-Up Display when (ZL5) RS Convenience and Drive Confidence Package is ordered.)
	Safety Alert Seat
	Seat belt indicators, driver, front passenger and rear passengers

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✓ Complete)

Safety-Interior	
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use
	Door locks, rear child security
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats
	Rear Seat Reminder
	Tire Fill Alert
WARRANTY	
	Warranty Note: <<< Preliminary 2026 Warranty >>> Basic Years: 3 Basic Miles/km: 36,000 Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Hybrid/Electric Components Years: 8 Hybrid/Electric Components Miles/km: 100,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000 Roadside Assistance Note: Towing: 8 Years/100,000 Miles Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✓ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Front Wheel Drive	Trans Order Code	MF1
Trans Type	1	Trans Description Cont.	N/A
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Reverse Ratio (:1)	N/A	Clutch Size	N/A
Final Drive Axle Ratio (:1)	11.59	Transfer Case Gear Ratio (:1), High	N/A
Transfer Case Gear Ratio (:1), Low	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	EPA MPG Equivalent - City	114 (2025)
EPA MPG Equivalent - Hwy	95 (2025)	Estimated Battery Range	312 (2025) mi

Engine

Engine Order Code	EN0	Engine Type	Electric
Displacement	N/A	Fuel System	Electric
SAE Net Horsepower @ RPM	220	SAE Net Torque @ RPM	243

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	N/A

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A

Vehicle

EPA Classification	Small Sport Utility Vehicle 2WD

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✓ Complete)

Chassis

Weight Information

Base Curb Weight	5084 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Maximum Payload Capacity	N/A
Curb Weight	N/A	Total Option Weight	0.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	1500 lbs	Dead Weight Hitch - Max Tongue Wt.	150 lbs
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

Suspension

Suspension Type - Front	5-link independent	Suspension Type - Rear	5-link independent
Suspension Type - Front (Cont.)	N/A	Suspension Type - Rear (Cont.)	N/A
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QTC	Rear Tire Order Code	QTC
Spare Tire Order Code	N/A	Front Tire Size	275/45R21
Rear Tire Size	275/45R21	Spare Tire Size	N/A

Wheels

Front Wheel Size	21 x -TBD- in	Rear Wheel Size	21 x -TBD- in
Spare Wheel Size	N/A	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	N/A

Steering

Steering Type	Continuously Variable Electric Power (EPS)	Steering Ratio (:1), Overall	18.46
Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	N/A
Turning Diameter - Wall to Wall	39.7 ft		

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (Complete)

Chassis

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	12.5 x -TBD - in
Rear Brake Rotor Diam x Thickness	13.6 x -TBD - in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	N/A	Aux Fuel Tank Capacity, Approx	N/A

Dimensions

Interior Dimensions

Passenger Capacity	5	Passenger Volume	N/A
Front Head Room	40.88 in	Front Leg Room	44.2 in
Front Shoulder Room	58.7 in	Front Hip Room	57.4 in
Second Head Room	38.1 in	Second Leg Room	38.92 in
Second Shoulder Room	58.33 in	Second Hip Room	53.79 in

Exterior Dimensions

Wheelbase	121.8 in	Length, Overall	192.23 in
Width, Max w/o mirrors	78.02 in	Height, Overall	65.05 in
Track Width, Front	65.9 in	Track Width, Rear	65.9 in
Min Ground Clearance	7.97 in	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	29.82 in

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A
Cargo Area Length @ Floor to Seat 3	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Cargo Volume to Seat 1	59.1 ft^3	Cargo Volume to Seat 2	25.5 ft^3
Cargo Volume to Seat 3	N/A		

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 26391. Data Updated: Sep 3, 2025 6:47:00 PM PDT.

City Clerk's Office
RECEIVED
6-5-25
10:30 a.m.

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *IFB 25-09 PURCHASE OF EIGHT (8) NEW/UNUSED 2025 CHEVEROLET EQUINOX EV LT FWD MID-SIZE SUVs*

BID OPENING DATE: *06-05-25* **TIME:** *10:30 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	Winner Chevrolet, Inc.	Jerry Powers	6-5-25 9:54 a.m.	—	$246,459.20	
2.	Selman Chevrolet	Vincent Eible	6-4-25 12:07 p.m.	—	$279,694.40	
3.	Courtesy Chevrolet Center	Javier Botero	6-2-25 2:48 p.m.	—	$299,995.12	
4.	Ferro Automotive Group LLC	marco Oropeza	5-22-25 1:44 p.m.	—	$309,231.84	
5.	UAG CERRITOS I, LLC	Kyle Slavin	6-4-25 10:01 p.m.	—	$319,895.84	
6.	Spirit Energy, LLC	Spirit Ricks	6-3-25 9:21 p.m.	—	$362,556.00	
7.	TMAG Hemet F LLC	Dina Castanon	6-4-25 2:59 p.m.	—	$370,460.96	
8.						
9.						
10.						
11.						

Opened By: N/A (Print Legibly) 9 (Initials)

Staff Present: Rica Robertson (Print Legibly) RR (Initials)

City Clerk: Jorge Alvarez, Deputy City Clerk (Signature)

PlanetBids Opened By: Anuar Lopez O. (Print Legibly) ALO (Initials)

Acquisition Type

NON-IT Goods

Categories

1-3 of 3

UNSPSC	UNSPSC Description
25101505	Passenger motor vehicles - Minivans or vans
25101507	Passenger motor vehicles - Light trucks or sport utility vehicles
25101509	Passenger motor vehicles - Electrically powered vehicle

Contract Administrator

Buyer

Jason Vu

Department

DGS - Statewide Procurement

Email

jason.vu@dgs.ca.gov

Phone

Attachments

1-4 of 4

Attachment File	
Attachment_B-1_Specification_2310-BS-0194616-1.pdf	View
Attachment_B-2_Specification_2320-BS-0194616-2.pdf	View
Attachment_A_-_Contract_Pricing_1-25-23-01P_Supp._3.xlsx	View
User_Instructions_1-25-23-01P_Supplement_3.docx	View

Contract Line Items

FI$Cal One state. One system. (http://www.fiscal.ca.gov/) DGS GENERAL SERVICES (http://www.dgs.ca.gov/) CA.GOV (http://www.ca.gov/)

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Statewide Contract Fleet Vehicles

The State's Statewide Contracts for Fleet Vehicles provide Fleet Vehicles at contracted pricing to the State of California and local governmental agencies.

CONTRACT NUMBERS: 1-22-23-10B-E; 1-22-23-20B-K; 1-22-23-23B-I; 1-23-23-22A-D & F-G; 1-25-23-01A-Q
DESCRIPTION: Fleet Vehicles – Cars, Trucks, Vans and SUVs, Alternate Fuel MD/HD Vehicles
CONTRACTORS: Various
CONTRACT TERM: May 1, 2022 to April 30, 2027 (1-22-23-10C-E; 1-22-23-20C-K; 1-22-23-23C-I); May 1, 2022 to April 30, 2026 (1-22-23-10B; 1-22-23-20B; 1-22-23-23B); June 28, 2023 to June 26, 2026 (1-23-23-22A-D & F-G); February 18, 2025 to February 17, 2027 (1-25-23-01A-Q)
USER AGENCIES: State of California and Local Governmental Agencies

ADDITIONAL INFORMATION

*NEW - 1-25-23-01A-Q – Alternative Fuel Vehicles – Cars, Light Duty Trucks, Light Duty Vans & SUVs, and Medium/Heavy Duty Vans & Trucks

- Contract Master List (/-/media/Divisions/PD/Acquisitions/Fleet/AFV/AFV-ContractMasterList--2282025.xlsx)
- Vehicle Specifications (/-/media/Divisions/PD/Acquisitions/Fleet/AFV/AFV-Vehicle-Specifications--5152025.xlsx)

1-23-23-22A-D & F-G – Alternate Fuel Medium/Heavy Duty Vehicles

- User Instructions (/-/media/Divisions/PD/Acquisitions/Fleet/Contract-User-Instructions/Contract-User-Instructions--1232322ADFG--Supp12.docx)

- Contract Pricing (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-A/Attachment-A--Contract-Pricing--Supp-12.xlsx)
- Postconsumer Content (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-C/Attachment-C--PCRC--Supp-12.xlsx)
- Technical Requirements (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-B/Attachment-B---Technical-Specifications-RFP.docx)
- Vehicle Specifications (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-D/Attachment-D--Vehicle-Specifications--Supp-12.xlsx)

1-22-23-10B-E – Fleet Vehicles – Cars

- User Instructions (/-/media/Divisions/PD/Acquisitions/Fleet/Contract-User-Instructions/Contract-User-Instructions---Cars-Supplement-19.docx)
- Contract Pricing (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-A/Attachment-A-Pricing---CARS---Supplement-19.xlsx)
- Vehicle Specifications (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-D/Attachment-D---Vehicle-Specifications---CARS---Supplement-14.xlsx)

1-22-23-20B-K – Fleet Vehicles – Trucks

- User Instructions (/-/media/Divisions/PD/Acquisitions/Fleet/Contract-User-Instructions/Contract-User-Instructions---TRUCKS---Supplement-20.docx)
- Contract Pricing (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-A/Attachment-A-Pricing---TRUCKS---Supplement-20.xlsx)
- Vehicle Specifications (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-D/Attachment-D---Vehicle-Specifications---Supplement-15.xlsx)

1-22-23-23B-I – Fleet Vehicles – Vans and SUVs

- User Instructions (/-/media/Divisions/PD/Acquisitions/Fleet/Contract-User-Instructions/Contract-User-Instructions---Vans--SUVs---Supplement-36.docx)
- Contract Pricing (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-A/Attachment-A-Pricing---Vans--SUVs---Supplement-36.xlsx)
- Vehicle Specifications (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-D/Attachment-D--Vehicle-Specifications--Vans--SUVs--Supplement-26.xlsx)

Contracts 1-22-23-10B-E; 1-22-23-20B-K; 1-22-23-23B-I

- Postconsumer Content Certification Workbook (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-C/Attachment-C--PCRC--5152025.xlsx)

- Technical Requirements (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-B/Attachment-B---Technical-Specifications-BID.docx)

CONTACT

Refer to Contract User Instructions for Contract Administrator Contact Information

Department of General Services

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Document Summary

Detail Type	Detail
Event ID	0000031286
Commodity	Light Duty Alternative Fuel Vehicles
Attachment	Attachment B-1
Group-Class	2310
RITM	RITM0194616
Specification Number	2310-BS-0194616-1
Revision Level	Rev. A
Revision Date	February 11, 2025
Agency Name	Statewide

Revision History

Rev Level	Revision Date	Author	Summary of Changes
-	September 18, 2024	Wriston, M.	Initial release
Rev. A	February 11, 2025	Wriston, M.	Header change “Bid” to “Technical” Attachment number changed from “2” to “B-1” Section 3.1 change “bid” to “offered”

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3.0 TECHNICAL REQUIREMENTS 3
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1.0 SCOPE

This specification sets forth the minimum requirements for Light Duty Alternative Fuel Vehicles. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical ambient temperatures ranging from 10° to 120°F.

2.0 APPLICABLE LAWS, INDUSTRY STANDARDS AND DEFINITIONS

Specifications, standards, and regulations referenced in this document in effect on the opening of the 'invitation for bid', form a part of this specification.

2.1. LAWS AND REGULATIONS

- 2.1.1. Health and Safety Code Section 25250.51 – Motor Vehicle Brake Friction Materials
- 2.1.2. Health and Safety Code Section 25215.8 – Lead Wheel Weights
- 2.1.3. California Code of Regulations, Title 13, Section 1962.2 – Zero-Emission Vehicle Standards for 2018 and Subsequent Model Year Passenger Cars, Light-Duty Trucks, and Medium-Duty Vehicles
- 2.1.4. California Code of Regulations, Title 13, Section 1962.3 – Electric Vehicle Charging Requirements

2.2. INDUSTRY STANDARDS

- 2.2.1. SAE J1772 – Electric Vehicle and Plug in Hybrid Electric Vehicle Conductive Charge Coupler
- 2.2.2. Combined Charging System (CCS) Specification
- 2.2.3. Charge Ports: Either (J1772 and CHAdeMO) or (CCS1) and meets 13 CCR § 1962.3. Charging adapters, if needed to meet these requirements, shall be supplied with the vehicle.

2.3. DEFINITIONS

- 2.3.1. GVWR – Gross Vehicle Weight Rating
- 2.3.2. WB – Wheelbase
- 2.3.3. 4x2 – Two-wheel drive
- 2.3.4. 4x4 – Four-wheel drive
- 2.3.5. AWD – All wheel drive
- 2.3.6. SUV – Sport Utility Vehicle

3.0 TECHNICAL REQUIREMENTS

3.1. GENERAL

Each vehicle shall be new (unused), current production as specified in the solicitation at the line-item description. Vehicles offered must meet or exceed the requirements in the line-item description unless stated otherwise. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). Optional equipment necessary to meet the minimum requirements of this specification shall be included. Vehicle classifications in this specification or at the line-item description are consistent with The U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide found at www.fueleconomy.gov. Vehicles shall be evaluated to ensure that they are listed in the proper class in the Fuel Economy Guide that matches the line item

description with the following exceptions:

- Sport utility vehicles and passenger vans with a GVWR of more than 10,000 lbs.
- Other vehicles with a GVWR of 8,500 lbs. or more
- Special Purpose Vehicles shall be included in the evaluations in the most appropriate category for each vehicle.

3.1.1. The following items (supplementing, if necessary, those items already cataloged as standard equipment) shall be furnished:

- Air Conditioning
- Automatic Transmission
- Manufacturer's Standard Radio
- Original Equipment Manufacturer (O.E.M.) floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.
- If available as standard or optional equipment, all vehicles with a GVWR under 10,000 lbs. shall include a mounted spare tire and wheel changing tools (if a full-size spare is available, then it shall be included)

3.1.2. PAINT: Exterior color shall be solar reflective (white, silver metallic or gold metallic) unless the department is granted specific approval to use a non-solar reflective color by the Department of General Services, Office of Fleet and Asset Management (see State Administrative Manual (SAM) Section 3620.1).

3.1.3. The vehicle shall comply to all Federal Motor Vehicle Safety Standards (FMVSS) and California Vehicle Code (CVC) regulations in effect as of the date of manufacture.

3.2. VEHICLE TYPES

3.2.1. **Battery Electric Vehicles (BEV):** BEVs shall be propelled by one or more electric motors powered by a rechargeable battery.

3.2.2. **Plug-in Hybrid Electric Vehicles (PHEV):** PHEV is a vehicle that has both a internal combustion engine and one or more electric motors that can be charged (= filled with electricity) from the electricity supply of a house or public charging station.

3.2.3. **Fuel Cell Vehicles (FCV):** FCV is a vehicle with an electric motor which is powered by a fuel cell. A fuel cell generates electricity through chemical redox reactions using, generally, oxygen from the air and compressed hydrogen.

3.3. VEHICLE FUNCTIONS AND FEATURES

3.3.1. All vehicles with a range listed in the contract line item description shall meet or exceed the range requirement.

3.4. VEHICLE CLASSIFICATIONS

3.4.1. Cars

- Car line items that call for a 5-door hatchback require a rear door that provides access to a cargo area.
- Car line items that call for 4-Doors require a locking trunk that conceals the cargo from view from the outside of the vehicle (a 5-door “hatchback” will not be accepted).

3.4.2. SUV

- All SUVs shall come equipped with a hard top roof.
- SUVs that call for a minimum cargo volume refers to the cargo volume behind the first row of seats.
- 4x4 Off-Road – minimum ground clearance of 8-inches.

3.4.3. Trucks

- Crew Cab – Equipped with 4 full-size doors with center post that can open independently, allow egress of the rear passengers without disturbing the front passenger/driver and seating for 5-6 passengers.

Document Summary

Detail Type	Detail
Event ID	0000031286
Commodity	Medium/Heavy Duty Alternative Fuel Vehicles
Attachment	Attachment B-2
Group-Class	2320
RITM	RITM0194616
Specification Number	2320-BS-0194616-2
Revision Level	Rev. A
Revision Date	February 11, 2025
Agency Name	Statewide

Revision History

Rev Level	Revision Date	Author	Summary of Changes
-	September 18, 2024	Wriston, M.	Initial release
Rev. A	February 11, 2025	Wriston, M.	Header change “Bid” to “Technical” Attachment number changed from “3” to “B-2” Section 3.1 change “bid” to “offered”

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3.8 VANS 5
3.9 TRUCKS 5

1.0 SCOPE

This specification establishes the minimum requirements for Medium and Heavy-Duty Alternative Fuel Vehicles. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical ambient temperatures (which can range from 10° to 120° F).

2.0 APPLICABLE LAWS and INDUSTRY STANDARDS

Specifications and standards referenced in this document in effect on the opening of the solicitation form a part of this specification where referenced. Each vehicle delivered shall be fully compliant with all Federal and State regulations for vehicles in effect as of the date of manufacture.

2.1 LAWS and REGULATIONS

2.1.1 SAFETY: Each vehicle delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements in effect as of the date of manufacture.

2.1.2 BRAKES: All motor vehicle brake friction materials must meet the requirements as identified in Health and Safety Code Section 25250.51

2.1.3 EMISSIONS: The engine shall be California Air Resource Board (CARB) certified to operate on-highway in the State of California at the time of sale.

2.1.4 WHEEL WEIGHTS: Wheel weights shall contain no more than 0.1 percent lead by weight (Health and Safety Code Section 25215.6).

2.1.5 PAINT: Exterior color shall be solar reflective (white, silver metallic or gold metallic) unless the department is granted specific approval to use a non-solar reflective color by the Department of General Services, Office of Fleet and Asset Management (see State Administrative Manual (SAM) Section 3620.1).

2.2 DEFINITIONS

- GVWR – Gross Vehicle Weight Rating
- GCWR – Gross Combined Weight Rating
- Curb Weight – The weight of the vehicle including a full tank of fuel and all standard equipment. It does not include the weight of any passengers, cargo, or optional equipment.
- WB – Wheelbase
- OEM – Original Equipment Manufacturer
- BEV – Battery Electric Vehicle
- FCEV – Fuel Cell Electric Vehicle
- CNGV – Compressed Natural Gas Vehicle
- 4x2 – Two-wheel drive
- 4x4 – Four-wheel drive

3.0 TECHNICAL REQUIREMENTS

3.1 GENERAL

Each vehicle shall be new (unused), current production as specified in the solicitation at the line item description. Vehicles offered must meet or exceed the requirements in the solicitation line item description. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). Optional equipment necessary to meet the minimum requirements of this specification shall be included.

Vehicles that are produced by converting an existing gasoline or diesel fueled vehicle into a BEV shall meet the Original Equipment Manufacturer (OEM) Body Builders Standards and Guidelines.

3.2 CHARGING

All applicable vehicles shall come equipped with charging plugs that allow for charging at the maximum available level via CCS-Type 1 connection. Proprietary charging plugs or cables shall be supplied with adapter to meet CCS-Type 1 connection.

3.3 BATTERY ELECTRIC VEHICLE

Battery Electric Vehicles (BEVs), use a battery pack to store the electrical energy that powers the motor. The batteries are charged by plugging the vehicle in to an electric power source. These vehicles are classified as zero-emission vehicles because they produce no direct exhaust or tailpipe emissions.

3.4 FUEL CELL VEHICLE

Fuel Cell Electric Vehicle (FCEV) use fuel cells, sometimes in combination with a small battery or supercapacitor, to power its onboard electric motor. The fuel cells in these vehicles generate electricity generally using oxygen from the air and compressed hydrogen. These vehicles are classified as zero-emissions vehicles that emit only water and heat.

3.5 COMPRESSED NATURAL GAS VEHICLE

Compressed Natural Gas Vehicle (CNGV) uses CNG as its fuel source. These vehicles are typically designed for heavy-duty applications, such as trucks and buses, due to LNG's high energy density and the ability to store large amounts of fuel in a compact space. Vehicles with a GVWR of more than 26,000 pounds must be equipped with air brakes.

3.6 RANGE

All vehicles shall have at least an 80 mile range at maximum GVWR

3.7 MISCELLANEOUS EQUIPMENT

The following items (supplementing, if necessary, those items already cataloged as standard equipment) shall be furnished:

- Power steering
- Tilt steering wheel
- Heater / Air Conditioner
- AM/FM Radio
- Back-up alarm, 97db (minimum)
- Original Equipment Manufacturer (O.E.M.) floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

3.8 VANS

The solicitation line item description and the technical questionnaire shall specify the configuration, which is defined as follows:

- Cargo Vans: Equipped with at least 2 passenger doors and cab seating for 2 passengers, with at least 1 cargo access door on the passenger side, and full access rear doors, a pass through from the cab to the cargo area.
- Step van: A step van, or walk-in van, is a special cargo/mail delivery vehicle that only has a driver designated seating position. The vehicle has a sliding (or folding) side door and roof clearance that enables a person of medium stature to enter the passenger compartment area in an upright position.
- Cab Over: Also known as a tilt cab and features an extremely short front bumper to back-of-cab dimension. Cab over vans shall include a provision for tilting the cab forward on a pivot to provide access to the area where the engine would normally be.
- Conventional Cab: A van that contains a hood with an engine in front of the cab.

3.9 TRUCKS

The solicitation line item description and the technical questionnaire shall specify the cab configuration, which is defined as follows:

All trucks shall be equipped with at least 2 doors and seating for 2-3 passengers.

- Cab Over: Also known as a tilt cab and features an extremely short front bumper to back-of-cab dimension. Cab over trucks shall include a provision for tilting the cab forward on a pivot to provide access to the area where the engine would normally be.
- Conventional Cab: A truck that contains a hood with an engine in front of the cab.
- Cutaway: A cutaway cab offers an opening located in the rear of the cab allowing the driver to fully access the body interior.

- Tractor: "tractor" is a vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load, other than a part of the weight of the vehicle and the load so drawn.

Statewide Contract 1-25-23-01P, Alternative Fuel Vehicles

Attachment A - Contract Pricing, **Supplement 3 09/04/2025**

Contractor: Winner Chevrolet

Prompt Payment Terms	
Cash Discount:	500
For payment within:	20 DAYS

Contact Line Item # (CLIN)	Commodity Description (Minimum Requirements)	UNSPSC Code	Make	Model	*CARB-Aligned*	Unit of Measure	Quantity in Unit of Measure	Contract Price
1	Cargo Van, 2-Passenger, 150 in. WB, 250 Mile Range, ELECTRIC Vehicle in accordance with specification 2310-BS-0194616-1.	25101505	BRIGHTDROP	ZEVO 400	*No*	Each	1	$87,275.00
2	Cargo Van, 2-Passenger, 180 in. WB, 150 Mile Range, ELECTRIC Vehicle in accordance with specification 2310-BS-0194616-1.	25101505	BRIGHTDROP	ZEVO 600	*No*	Each	1	$78,206.00
3	Cargo Van, 2-Passenger, 180 in. WB, 250 Mile Range, ELECTRIC Vehicle in accordance with specification 2310-BS-0194616-1.	25101505	BRIGHTDROP	ZEVO 600	*No*	Each	1	$88,728.00
4	Small Sport Utility, 5-Passenger, 200 Mile Range, ELECTRIC Vehicle in accordance with specification 2310-BS-0194616-1.	25101507	CHEVROLET	BLAZER EV	*No*	Each	1	$44,650.00
5	Cargo Van, 150 in. WB, Conventional Cab, 10000 lb. GVWR, 100 Mile Range, ELECTRIC Vehicle in accordance with specification 2320-BS-0194616-2.	25101519	BRIGHTDROP	ZEVO 400	*N/A*	Each	1	$77,751.00

The following items are applicable for options only.

Description	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Manufacturer	Contract Unit Price
Additional options, (cost plus)	various	various	n/a	n/a	n/a	**10%**
Removal of options, (cost minus)	various	various	n/a	n/a	n/a	**10%**

End of Sheet

All businesses are encouraged to provide voluntary diversity data information in their CaleProcure profiles. The data will help us shape policies and develop strategies to improve opportunities for all businesses to contract with the state.

Click HERE (https://fiscal.cdn.prismic.io/fiscal/394445b2-9d0e-40a3-b940-9315c3783793_Diversity+Data+Procedures+%28Registered%29+%281%29.pdf) for instructions. More information is available on the Statewide Supplier Diversity Program (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Statewide-Supplier-Diversity-Program/Statewide-Supplier-Diversity-Program) page.

Event Details

Event : 0000031286

(mailto:?subject=Sharing Cal eProcure Event&body=I'm sharing a Cal eProcure Event with you, you can view it here: https%3

Alternative Fuel Vehicles

Details

Event ID

0000031286

Dept:

DGS - Statewide Procurement

Format/Type:

Sell Event / RFx

Event Version

7

Published Date

10/02/2024 2:00PM PDT

Event End Date:

11/07/2024 2:00PM PST

Description:

The State of California, Department of General Services, Procurement Division (DGS-PD) is issuing this Invitation for Bid (IFB) to cover the requirements of the State of California for Alternative Fuel Vehicles. The contract resulting from this solicitation will be mandatory for all State of California Departments and available for use by participating local agencies.

Addendum #1 & Q&A Set #1 - Posted 10/14/2024

Addendum #2 - Posted 10/18/2024

Addendum #3 & Q&A Set #2 - Posted 10/25/2024

Addendum #4 & Q&A Set #3 - Posted 10/29/2024

Q&A Set #4 - Posted 11/5/2024

Q&A Set #5 - Posted 11/7/2024

View Event Package

View Vendor Ads

Contact Information

Eugene Shemereko
Phone:
Email: **eugene.shemereko@dgs.ca.gov (mailto:eugene.shemereko@dgs.ca.gov?subject=0000031286%20--%20The%20State%20of%20California%2C%20Department%20of%20General%20Services%2C%20Procurement%20Di**
PD)%20is%20issuing%20this%20Invitation%20for%20Bid%20(IFB)%20to%20cover%20the%20requirements%20of%2(
%20Posted%2010%2F14%2F2024%0A%0AAddendum%20%232%20-
%20Posted%2010%2F18%2F2024%0A%0AAddendum%20%233%20%26%20Q%26A%20Set%20%232%20-
%20Posted%2010%2F25%2F2024%0A%0AAddendum%20%234%20%26%20Q%26A%20Set%20%233%20-
%20Posted%2010%2F29%2F2024%0A%0AQ%26A%20Set%20%234%20-
%20Posted%2011%2F5%2F2024%0A%0AQ%26A%20Set%20%235%20-%20Posted%2011%2F7%2F2024)

Pre Bid Conference (N/A)

Mandatory: Non Mandatory
Date:
Time:
Location:
Comments:

UNSPSC Codes

UNSPSC Classification	UNSPSC Classification Description
25101500	Passenger motor vehicles

UNSPSC Classification	UNSPSC Classification Description
25101600	Product & material transport vehicles
25101503	Passenger motor vehicles - Automobiles or cars
25101504	Passenger motor vehicles - Station wagons
25101505	Passenger motor vehicles - Minivans or vans
25101507	Passenger motor vehicles - Light trucks or sport utility vehicles

Contractor License Type（N/A）

Service Area（N/A）

FI$Cal One state. One system. (http://www.fiscal.ca.gov/) DGS GENERAL SERVICES (http://www.dgs.ca.gov/) CA.GOV (http://www.ca.gov/)

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Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT

USER INSTRUCTIONS

MANDATORY

Supplement 3

Incorporates Supplements 1-3

ISSUE AND EFFECTIVE DATE:	***09/04/2025***
CONTRACT NUMBER:	1-25-23-01P
DESCRIPTION:	Alternative Fuel Vehicles
CONTRACTOR:	Winner Chevrolet
CONTRACT TERM:	02/18/2025 through 02/17/2027
STATE CONTRACT ADMINISTRATOR:	Jason Vu (279) 946-8626 Jason.Vu@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions (rev 6/21/2022)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		
Mailing Address: Winner Chevrolet 7220 Fawn Way, Sacramento CA 95823	**Email:** jpowers@knightelkgrove.com	**Contact Information:** Winner Chevrolet Jerry Powers Phone: (775) 450-9209 Email: jpowers@knightelkgrove.com

Contract (Mandatory) 1-25-23-01P
Contract User Instructions, ***Supplement 3***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets with strikethrough.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Date
3	***Subject contract for Alternative Fuel Vehicles is hereby modified to reflect the following changes:*** ➢ ***Article 7: California Air Resources Board (CARB)-Aligned Vehicles language has been added.*** ➢ ***Attachment A – Contract Pricing: Updated to reflect vehicles that are CARB-aligned.****	***9/4/25****
2	Subject contract for Alternative Fuel Vehicles is hereby modified to reflect the following changes: ➢ Article 36: Generative Artificial Intelligence (GenAI) Procurement Procedures language has been added.	4/21/25
1	Subject contract for Alternative Fuel Vehicles is hereby modified to reflect the following changes: ➢ Front page: State Contract Administrator has been updated from Ike Ogamba to Jason Vu. ➢ Article 24: Contract Administrator has been updated from Ike Ogamba to Jason Vu.	3/21/25
N/A	Original Contract Posted	02/18/2025

All other terms and conditions remain the same.

Contract (Mandatory) 1-25-23-01P
Contract User Instructions, ***Supplement 3***

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Contract (Mandatory) 1-25-23-01P
Contract User Instructions, ***Supplement 3***

1. SCOPE

The State's contract with Winner Chevrolet (Contractor) provides Alternative Fuel Vehicles at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-25-23-01P. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Alternative Fuel Vehicles to the State.

The contract term is for two years with an option to extend the contract for three additional one year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract will expire at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local

governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency's purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. EXEMPT PURCHASES

There are no exempt purchases associated with this contract.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

7. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A - Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price adjustment is granted. Contract line items include the following categories:

Category 3: Light Duty Vans & Sports Utility Vehicles (SUVs)

Category 4: Medium and Heavy Duty Vehicles

Attachment A - Contract Pricing provides a description of the minimum requirements for each line item that the vehicle meets or exceeds.

Options

All factory options shall be available and priced at dealer cost plus up to 10 percent for an addition or dealer cost minus up to 10 percent for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- Delete pick up box (bed)
- Running Boards
- Window Tint
- Bed Liner
- Vehicle OEM Charging Equipment (third-party charging equipment is not acceptable)
- Vehicle to Grid capable charging accessories (e.g. adaptors, cables, etc.)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

The Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within 10 calendar days of request.

Third-party upfitting (e.g. utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet the appropriate minimum specification.

Refer to Article 14, Purchase Execution for additional fees and sales tax information.

California Air Resources Board (CARB)-Aligned Vehicles

State departments are required to purchase designated vehicle categories from Original Equipment Manufacturers (OEM) that recognize California's authority to set vehicle emissions standards under section 209 of the Clean Air Act and have aligned with CARB in their commitment to reducing their fleets' emissions (CARB-aligned).

CARB-aligned vehicles are identified on Attachment A, Contract Pricing. For a complete list of CARB-aligned vehicles and vehicle categories subject to this policy, visit the DGS, Office of Fleet and Asset Management website at: Vehicle Manufacturer Purchasing Restrictions*

8. SPECIFICATIONS

All Light Duty Vehicles listed on Attachment A - Contract Pricing, conform to Attachment B-1, Specification 2310-BS-0194616-1. All Medium and Heavy Duty Vehicles listed on Attachment A - Contract Pricing, conform to Attachment B-2, Specification 2320-BS-0194616-2.

9. CUSTOMER SERVICE

The Contractor will have a customer service unit that supports this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

Contact	Phone	Email
Jerry Powers	(775) 450-9209	jpowers@knightelkgrove.com

10. PRE-ORDER QUOTE REQUEST

Upon request, Contractor shall provide an itemized quote to ordering agencies that contain, at minimum, the following information:

- Contractor letterhead
- Quote "prepared by" name and contact information

- Quote number
- Date of Quote
- Ordering agency name
- Ordering agency contact person
- Contract number
- Contract line item number
- Quantity
- Description of item
- Manufacturer's part number/SKU
- Contract unit price
- Vehicle options price (dealer cost plus up to 10 percent)
- Extended price (quantity x contract Price)
- Subtotals of taxable and non-taxable items
- Rate and calculated tax (based on Bill To address)
- Applicable fees (e.g., tire fees)
- Grand total

11. PRODUCT SUBSTITUTIONS

The contract provides for substitution if vehicles are discontinued however any substitution must be approved by the State Contract Administrator. These changes will be made in the form of a supplement to the User Instructions and will not be effective until the supplement's release.

The Contractor shall not substitute products without written approval from the State Contract Administrator.

If a discontinued item has been identified, ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item
- Cancel the item from the order

12. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer the ordering agency the promotional pricing or the discount percentage off list, whichever is lower.

The Contractor shall notify the State Contract Administrator of all promotional pricing changes. Notification shall include at a minimum:

- Promotion start and end dates

- Models, products, and services included in the promotion
- Promotional pricing

Promotional pricing shall not be cause for a permanent change in pricing. Promotional pricing shall not be cause for Contract refresh.

Promotional items shall come with all benefits of the statewide contract terms and conditions and shall include all provisions such as warranty and delivery.

13. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket purchase orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

C. Sales Tax

The sales tax rate applied should be based on the rate of the area where the product is to be registered.

D. Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

E. Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

A Contractor may charge the ordering agency an electronic filing fee, which does not exceed the actual amount the Contractor is charged by a first-line service provider.

14. MINIMUM ORDER

The minimum order shall be one vehicle.

15. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION	
U.S. Mail: Winner Chevrolet 7220 Fawn Way Sacramento, CA 95823	Email: jpowers@knightelkgrove.com

- When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

16. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Are submitted without OFAM approval stamp (State Agencies)
- Contain non-contract items or items outside the scope of the contract
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

17. ORDER ACKNOWLEDGEMENT

The Contractor must provide the ordering agency with an order receipt acknowledgement, either through email or facsimile, within 10 days of receipt. Order Acknowledgement will include:

- Contractor's Order Number
- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer (if applicable)
- Anticipated Delivery Date
- Delayed Production Notification* (if applicable)
- Discontinued Vehicle Notification (if applicable)

*Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date

18. DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

A. Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a

representative of the organization performing the inspection/service, and delivered with the vehicle.

B. Locations

Deliveries are to be made statewide from the factory to the Contractor's place of business or a designated delivery location closest to the ordering agency. A designated or "courtesy" delivery location shall have the facilities to accommodate a pre-delivery service and inspection.

Ordering agencies have the option to receive vehicles at the Contractor's designated business location or have it delivered to the location specified on the individual order. Appropriate delivery instructions shall be provided on the Purchase Order. Contractor shall contact the ordering agency if Purchase Order is submitted without specific delivery instructions.

Caravan or drive-away method of delivery from the factory to a Contractor's designated business site is not acceptable unless agreed upon by the ordering agency.

Unless pre-arranged between the dealer and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged 50 cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than 500 miles on the odometer may not be accepted.

**Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the 500 mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.

All PHEVs shall be delivered with no less than five gallons of fuel in the tank. ZEVs shall be delivered with no less that 80 percent battery charge.

Drop ship deliveries shall not be made without prior State inspection.

C. Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- "Line Set Tickets" or "Window (Monroney) Sticker" showing all options installed
- One copy of the warranty, including applicable certificates, cards, etc.
- One copy of the owner's manual

D. Schedule

Delivery shall be within 150 days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay. Additional delivery time may be granted upon mutual consent between the ordering agency and the Contractor.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period.

Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs.

The Contractor must notify the ordering agency within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Confirmation.

When feasible, Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

E. Security Requirements

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

19. FREE ON BOARD (F.O.B.) DESTINATION

Dealers shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the dealer and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the dealer is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

20. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions (rev 6/21/2022), Article 12 entitled “Packing and Shipment”.

21. SAFETY DATA SHEET

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

22. INSPECTION AND ACCEPTANCE

Vehicles ordered for state use will be inspected by a state inspector at the dealer’s place of business or designated business site.

Inspection will commence within five working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will make the necessary repairs, adjustments, or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the state inspector shall in no way release the dealer from satisfying the requirements of the contracts, specifications, and warranty. Specification requirement deviations detected by the owning department shall be corrected by the dealer in an expeditious manner at no expense to the owning department.

Inspection and acceptance shall be in accordance with the General Provisions (Rev 6/21/2022), Article 17 entitled Inspection, Acceptance and Rejection.

23. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS-PD	Winner Chevrolet
Contact Name:	Jason Vu	Jerry Powers
Telephone:	(279) 946-8626	(775) 450-9209
Email:	Jason.Vu@dgs.ca.gov	jpowers@knightelkgrove.com
Address:	DGS/Procurement Division Attn: Jason Vu 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605	Winner Chevrolet Attn: Jerry Powers 7220 Fawn Way Sacramento, CA 95823

24. PRODUCT RECALL PROCEDURES

The Contractor shall provide product recall notification, regardless of level, in writing to the State Contract Administrator and each ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions.

The Contractor shall issue replacement of product or credit for any product removed or recalled. Each ordering agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

25. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on any order cancelled after the order has been placed with the manufacturer except for cases of product defect or recall. The Contractor shall notify the ordering agency of the order placement per Article 18, Order Acknowledgement. Restocking fees can be no greater than ten percent of the value of the vehicle being restocked.

26. INVOICING

Invoices shall be submitted to the ordering agency within seven calendar days from date of delivery. The Contractor is to render invoices as instructed on individual orders. The Contractor's invoice must include, at a minimum:

- Contractor's name, address and telephone number
- Leveraged Procurement Agreement Number (Contract Number)
- Agency order number (purchase order number)
- Item and commodity code number
- Quantity purchased
- Contract unit price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

27. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

Contractor offers a Prompt Payment Cash Discount of $500 per vehicle for payment within the 20 number of days on Attachment A - Contract Pricing.

The cash discount payment period shall begin only after the vehicle has been delivered, inspected, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, one working day after the date of the State warrant or check.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. State Financial Marketplace

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

D. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. The Std. 204 can be found in FI$CAL or may be requested from the Contractor.

28. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
Winner Chevrolet	45-0506141

29. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from this contract. All warranties shall be factory authorized. The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The Warranty term for any resultant contract shall meet the following:

- Bumper to bumper warranty shall cover not less than three years/36,000 miles, no charge for parts and labor.
- Power Train/Drive Unit warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than five years/100,000 miles, no charge for parts and labor.
- Power Train/Drive Unit warranty for vehicles over 8500 lbs. GVWR shall cover not less than five years/60,000 miles, no charge for parts and labor.
- Battery pack warranty shall cover not less than five years/100,000 miles, no charge for parts and labor.

The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealer in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

30. IN-SERVICE NOTIFICATION

Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving department shall notify the dealer in writing of the actual "In-Service" date.

31. REPAIR PARTS

The manufacturer of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g. fuel cell vehicles) or unusual market circumstances may require more than working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

32. MAINTENANCE PLAN

A Maintenance Plan may be requested by ordering agencies; however, this service is non-mandatory. Maintenance Plan pricing shall be negotiated between the ordering agency and the Contractor.

The maintenance plan shall include at a minimum all manufacturer recommended services such as, but not limited to, the following:

- Oil changes
- Filter changes

- Fluid changes
- Lubrications
- Tire rotations
- Equipment and safety inspections

The Maintenance Plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

Non-factory sponsored plans must not void the manufacturer's warranty and shall be available in both northern and southern California, at a minimum, within:

- 30-mile radius of the State Capitol, per Google Maps; or
- Los Angeles County

33. RECYCLED CONTENT

There is no recycled content associated with this contract.

34. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

35. VETTED FORMS/CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (CUF) during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to conduct a CUF evaluation or request the completion of the following required certifications and forms:

- GenAI Disclosure & Factsheet (STD 1000)
- Bidder Declaration Form (GSPD 05-105)
- DVBE Declaration Form (DGS-PD 843)
- Darfur Contracting Act Form
- California Civil Rights Certification Form
- Iran Contracting Act Certification
- Russian Sanctions Agreement
- Federal Debarment

State departments should make a notation of this within their procurement file.

36. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) PROCUREMENT PROCEDURES

Contractor does not intend to utilize GenAI as a deliverable. If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence.

37. STATE OF CALIFORNIA EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: Employee Pricing Program web site.

38. ATTACHMENTS

Attachment A – Contract Pricing Supplement 3*
Attachment B-1 – Specification 2310-BS-0194616-1
Attachment B-2 – Specification 2320-BS-0194616-2
Attachment C – PCRC Worksheet

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

Use this form to request an exemption from formal bidding and/or written contract requirements, pursuant to Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC). This waiver must be completed before proceeding with procurement activity.

Exemption sought:

- [x] Formal Bidding (Section 2611])
- [x] Written Contract (Section 2605(1)(iii))

Pursuant to CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [x] (f) Piggyback Purchasing (Section 2611(f))
- [ ] (g) Cooperative Purchasing (Section 2611(g))
- [ ] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: STATE OF CALIFORNIA **Vendor:** WINNER CHEVROLET

Contract #: 1-25-23-01P **Solicitation #:** 0000031286

Contract Effective Date: 02/18/25 **Contract Expiration:** 02/17/2027

Specify purchase details:

Amount: NTE $158,000 **Vendor:** WINNER CHEVROLET

Written justification/description of purchase. Explain urgency, product uniqueness, and intended use. Attach all relevant backup documentation.

Quote #10143A

Authorized Department Staff:

Signature: Reata Kulcsar Digitally signed by Reata Kulcsar Date: 2025.09.16 15:29:09 -07'00'

Date: 09/15/25

Name/Title:

Purchasing:

Josilla Togiola Digitally signed by Josilla Togiola Date: 2025.09.16 13:59:45 -07'00'

09/11/2025

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

Use this form to request an exemption from formal bidding and/or written contract requirements, pursuant to Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC). This waiver must be completed before proceeding with procurement activity.

Exemption sought:

- ☐ Formal Bidding (Section 2611])
- ☑ Written Contract (Section 2605(1)(iii))

Pursuant to CMC Section 2611:

- ☐ (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 Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: N/A

Vendor: N/A

Contract #: N/A

Solicitation #: IFB 25-09

Contract Effective Date:

Contract Expiration:

Specify purchase details:

Amount: NTE $62,000

Vendor: WINNER CHEVROLET

Written justification/description of purchase. Explain urgency, product uniqueness, and intended use. Attach all relevant backup documentation.

Quote #10148A

Authorized Department Staff:

Signature: Reata Kulcsar Digitally signed by Reata Kulcsar Date: 2025.09.16 15:30:41 -07'00'

Date: 09/15/25

Name/Title:

Purchasing:

Josilla Togiola Digitally signed by Josilla Togiola Date: 2025.09.16 13:59:59 -07'00'

09/16/2025

RESOLUTION NO. 25-117

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS

WHEREAS, the City Council adopted the Fiscal Year 2025-26 (FY25-26) budget on June 17, 2025 for the General Fund and Special Revenue Funds of the City via Resolution No. 25-076; and

WHEREAS, the City Council desires to amend the FY2025-26 budget; and

WHEREAS, the City Council has determined it necessary to amend the FY2025-26 General Fund budget and Special Revenue Funds budget to increase the Vehicles/Rolling Inventory expenditure budget for the fiscal year.

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

Section 1. The following amendment(s) will be made to the City's FY2025-26 budget.

Account	Description	Increase/(Decrease)
228-52-510-801-8003	Vehicles/Rolling Inventory	$220,000.00

Section 2. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY2025-26 budget on file, and effective as of September 30, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 30th day of September, 2025.

APPROVED

_____ _____

Sunny K. Soltani, City Attorney Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-085 adopted by the City of Carson City Council at its meeting held on September 30, 2025, by the following vote:

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

_____ Dr. Khaleah K. Bradshaw, City Clerk

Report to Honorable Mayor and City Council

Tuesday, September 30, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Gary Carter, Director, Information Technology and Security ITS Administration

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICE AGREEMENT WITH TRANSTECH ENGINEERS INC. TO PROVIDE ON-CALL PROJECT MANAGEMENT AND INSPECTION SERVICES FOR THE PUBLIC WORKS DEPARTMENT AND INFORMATION TECHNOLOGY & SECURITY DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The Public Works Department is responsible for the implementation of the Capital Improvement Program (CIP) through design and construction. The five-year CIP mostly consists of several improvements to the City's bikeways, building facilities, parks, roadway infrastructure and stormwater systems. Augmentation of the staffing level with on-call Project Management Services for the Public Works Department is necessary to ensure delivery of projects in a timely manner. At the November 21, 2023 Council Meeting, City Council approved a thirty (30) month term, and a not-to-exceed contract sum of $615,776 with Transtech Engineering Inc. (Transtech) to provide on-call project management services. The initial contract with Transtech was established based on the estimated needs at the time.

At the July 1, 2025 Council Meeting, City Council approved Amendment No. 1 to the Contract Services Agreement with Transtech Engineers Inc. to add on-call construction inspection services, by $340,000.00 for an amount not-to-exceed $955,776.00.

With the initiation of the City's Capital Improvement Program Project No. 1797: Citywide Municipal Fiber Optic Network Phase I, Staff is requesting that the City Council approve Amendment No. 2 to the Contract Services Agreement with Transtech Engineers Inc. to add on-call project management services and on-call construction inspection services, by $461,750.00, for an amount not-to-exceed $1,417,526.00.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 2 to the Contract Services Agreement with Transtech Engineers Inc. to add on-call project management services and on-call construction inspection services by $461,750.00, for an amount not-to-exceed $1,417,526.00.
2. AUTHORIZE the Mayor to execute Amendment No. 2 with Transtech Engineers Inc. following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 2 to the Contract Services Agreement with Transtech Engineers Inc.
2. TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The Public Works Department is responsible for the implementation of the Capital Improvement Program (CIP) through design and construction. The five-year CIP mostly consists of several improvements to the City's bikeways, building facilities, parks, roadway infrastructure and stormwater systems. The complexity and number of projects listed on the City's CIP have increased as compared to the previously approved 5-year CIP plans. Given the higher demand for CIP projects there is an increased need for on-call consultants to assist with the management of projects.

The Public Works Department released a Request for Qualifications (RFQ 23-001Q) to engage on-call project management consulting firms to provide professional services for various City capital projects. The RFQ was advertised on Planet Bids from July 6, 2023 to August 7, 2023. At the November 21, 2023 City Council meeting, Council approved a thirty (30) month, not-to-exceed $615,776.00 contract with Transtech Engineers Inc. Transtech staff and resources include approximately 200, including building officials, plan checkers, inspectors, permit technicians, engineers, project managers, designers, plan checkers, inspectors, construction managers, traffic and transportation analysts, technicians, support personnel.

The initial contract with Transtech was executed based on the estimated needs at the time. Due to the shortage of inspectors for ongoing projects, the large volume of Capital projects the city is managing, and multiple concerned inquiries from utility companies unable to proceed with their work due to lack of available inspectors, staff recommended amendment of the existing scope with Transtech to include inspection services as Amendment No. 1. At the July 1, 2025 Council Meeting, City Council approved Amendment No. 1 to the Contract Services Agreement with Transtech Engineers Inc. to add on-call construction inspection services, by $340,000.00 for an amount not-to-exceed $955,776.00.

CIP Project No. 1797: Citywide Municipal Fiber Optic Network Phase I is included in the Fiscal Year 2024-25 and Fiscal Year 2025-26 Capital Improvement Program. This project is the first phase of the citywide network and includes constructing a fiber network backbone in the public right-of-way on Avalon Blvd within District 1, District 2, District 3, and District 4, and several city streets required to connect City Hall, City Yards Facility, and twelve (12) city parks. The twelve (12) city park that will connect to the fiber network include Anderson Park, Calas Park, Carriage Crest Park, Carson Park, Del Amo Park, Dolphin Park, Dominquez Park, Foisia Park, Mills Memorial Park, Hemingway Park, Stevenson Park, and Veterans Park. The Phase I fiber network backbone project will enhance broadband for city operations and provide business continuity supporting a resilient community, improve the City's free Wi-Fi services to residents at City parks.

With the initiation of Capital Improvement Program Project No. 1797: Citywide Municipal Fiber Optic Network Phase I, Staff is requesting that the City Council approve Amendment No. 2 to the Contract Services Agreement with Transtech Engineers Inc. to add on-call project management services and on-call construction inspection services, by $461,750.00, for an amount not-to-exceed $1,417,526.00. The increase in project management and construction inspection services will support the Information Technology and Security Department with on-call tasks required for the Citywide Municipal Fiber Optic Network Phase 1 Construction.

V. FISCAL IMPACT

The total not cost for the Amendment No. 2 on-call project management services and on-call construction inspection services is $461,750.00, for an amount not-to-exceed $1,417,526.00. The total on-call services cost will be allocated from the fiscal year 2025-26 Capital Improvement Program account in the amount of $461,750.00. The Phase I project is scheduled to be completed by June 30, 2026. Therefore, there are no fiscal impacts to subsequent fiscal years beyond FY2025-26.

Fiscal Year	Amount	Account Number
FY2025-26	$461,750.00	101-99-999-904-8012

VI. EXHIBITS

1. Transtech Engineers Inc. Original Agreement
2. Transtech Engineers Inc. Amendment No. 1
3. Transtech Engineers Inc. Amendment No. 2

Attachments

1. (Transtech) Original Agreement.pdf
2. (Transtech) Amendment No 1.pdf
(Transtech) Amendment No. 2.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

TRANSTECH ENGINEERS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
TRANSTECH ENGINEERS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 19th day of December, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and TRANSTECH ENGINEERS, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Six Hundred Fifteen Thousand Seven Hundred Seventy Six Dollars and Zero Cents (**$615,776.00**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C."

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Okan Demirci, PE, QSD/P, MBA	Principal Project Manager
(Name)	(Title)

(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

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

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

[to be initialed] _____
Consultant Initials

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

TRANSTECH ENGINEERS, INC.
a California corporation

By: _____
Name: Allen Cayir
Title: President

By: _____
Name: Sybil Cayir
Title: Secretary
Address: 13367 Benson Avenue
Chino, CA 91710

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

TRANSTECH ENGINEERS, INC.
a California corporation

By:_____
Name: Allen Cayir
Title: President

By:_____
Name: Sybil Cayir
Title: Secretary
Address: 13367 Benson Avenue
Chino, CA 91710

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On November 21, 2023 before me, Jocelyn Avila, Notary Public, personally appeared Allen Cayir, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jocelyn Avila

Jocelyn Avila
COMM# 2445212
NOTARY PUBLIC—CALIFORNIA
San Bernardino County
MY COMM. EXPIRES 4/25/2027

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jocelyn Avila

Jocelyn Avila
COMM# 2445212
NOTARY PUBLIC—CALIFORNIA
San Bernardino County
MY COMM. EXPIRES 4/25/2027

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- ☐ OTHER_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Project Manager Services on an on-call basis:

STAFF AUGMENTATION:

Assist the City in executing various projects. Consultant will conduct plan reviews and project management services for various public facility projects. Consultant shall be the main point of contact with City staff in project or task development from concept to close out. Consultant may be stationed at City facilities to perform assignments and coordinate activities as directed by the Contract Officer, Director of Public Works or assigned designee.

Upon request, Consultant will conduct public workshops and have an explicit understanding of the California Public Contract Code and the City of Carson's Municipal Code efficiently and effectively.

GENERAL PROJECT MANAGEMENT STAFF AUGMENTATION SERVICES:

General services include, but are not limited to the following:

- General Contract Administration/Project Management.
- Review of conceptual and final plans along with project specifications and construction documents.
- Development and preparation of Project Studies.
- Research of various project related items such as local, State, Federal provisions, grant opportunities. Investigation and management of possible grant opportunities for Public Works projects, including grant application, reporting, and monitoring.
- Coordination with, or obtaining approvals from, various private and public agencies.
- Preparation of and/or presenting information at City Council, public workshops, or other public meetings.
- Development or review of various project related reports, diagrams, exhibits.
- Development of databases for capital improvement projects including schedules, budgets and priorities.
- Research and review of, record drawings, field investigations, site conditions, restrictions, California Environmental Quality Act (CEQA) status.

- Coordinate projects with outside agencies such as utility companies, Los Angeles County Department of Public Works, Sheriff station, Caltrans.
- Preparation of Request for Proposals (RFP).
- Coordination of Public Works projects for the bidding process.
- Management of project budgets and working closely with the City's Public Works Administrative staff.
- Review, evaluate, process, and provide approval recommendation to City staff for payments to consultants, consultants, and various agencies.
- Review, evaluate, and approve proposed changes from other consultants and consultants.
- Verification of field work such as field investigations, inspections, job walks.

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders, as follows:

When the City requests proposals from on-call consultants (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

IV. **In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:**

A. Project Studies

B. Project related reports, diagrams, exhibits

C. Databases for capital improvement projects including schedules, budgets and priorities

D. RFPs

V. **All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

VI. **Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:**

A. AHMAD ANSARI, PE, Contract Principal

B. OKAN DEMIRCI, PE, QSD/P, MBA, Principal Project Manager

C. AZITA FAKOORBAYAT, PE, Sr. Engineer/Project Manager

D. JOHN OSKOUI, PE, Sr. Engineer/Project Manager

E. MICHAEL ACKERMAN, PE, QSD, QSP, QISP, Sr. Engineer/Project Manager

F. ZIAD Y. MAZBOUDI, PE, QSD, QSP, CPSWQ, Sr. Engineer/Project Manager

G. MOHAMMAD MOSTAHKAMI, PE, Sr. Engineer/Project Manager

H. CARLOS A. PINEDA, PE, QSD, QSP, LEED, Sr. Engineer/Project Manager

I. DAVID RAGLAND, PE, PLS, QSD, QSP, Sr. Engineer, Technical Review Support for Engineering Projects

J. ALI F. ZAGHARI, PE, PMP, Sr. Engineer, Caltrans Involved Projects Coordination PM/QC/QA Support/Oversight

K. BAHMAN JANKA, TE, Sr. Traffic Engineer, Technical Review Support for Traffic and Transportation Eng/Planning Projects

L. KEITH A. WYATT, Sr. Project/Construction Manager

M. CRAIG MELICHER, PE, Vice President, PM/QC/QA Support

N. ALI CAYIR, PE, Principal, PM/QC/QA Support

O. RUDOLPH RODRIGUEZ, Project Manager

P. MELISSA DEMIRCI, Project Manager

Q. FURKAN CETINKALE, Project Manager

R. EARL FRASER, Construction Manager/Supervising Inspector

S. LEONARDO MARTINEZ, Project Manager

T. EMANUEL MENDEZ, Office Engineer

U. JEFFREY HIRSH, Construction Manager/Senior Inspector

V. ANDY CARLTON, Senior Inspector

W. CRAIG WHEELER, Construction Manager/Senior Inspector

X. ROBERT GARCIA, Senior Inspector

Y. ROBERT QUINTERO, Project Manager

Z. GEO-ADVANTEC, INC., Geotechnical Engineering Support (subconsultant)

AA. AVANT GARDE, INC., Funding / Labor Compliance Support (subconsultant)

BB. LOSTWEST LANDSCAPE, INC., Landscape Architecture Support (subconsultant)

CC. VANLENCO, INC., Survey Support (subconsultant)

DD. IDS GROUP, INC., Architectural, Structural, MEP Consulting Support (subconsultant)

EE. IMPACT SCIENCES, INC., Environmental Consulting Support (subconsultant)

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

I. Section 1.1 (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

"1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents ~~and warrants~~ that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be ~~both of good quality as well as fit for the purpose intended~~ ***in conformance with such standards***. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more ~~first-class~~ ***professional*** firms performing similar work under similar circumstances."

II. Section 1.3 (Compliance with Law) of the Agreement is hereby amended to read in its entirety as follows:

"1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ***applicable*** ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered."

III. Section 1.5 (Familiarity with Work) of the Agreement is hereby amended to read in its entirety as follows:

"1.5 Familiarity with Work.

By executing this Agreement, Consultant ~~warrants~~ ***represents*** that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant ~~warrants~~ ***represents*** that Consultant has or will investigate the site and is or will be fully acquainted with the ***visible*** conditions there existing, prior

to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer."

IV. Section 1.6 (Care of Work) of the Agreement is hereby amended to read in its entirety as follows:

"1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property ***to the extent caused by Consultant's operations***, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence ***or the negligence or operations of any third party***."

V. Section 2.4 (Invoices) of the Agreement is hereby amended to read in its entirety as follows:

"2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying ***to the best of its knowledge, information and belief,*** compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law."

VI. Section 3.3 (Force Majeure) of the Agreement is hereby amended to read in its entirety as follows:

"3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the ~~commencement~~ ***discovery*** of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section."

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

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services ***commencing January 1, 2024 and expiring June 30, 2026*** ~~but not exceeding one (1) years from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."***"

VIII. Section 4.5 (Prohibition Against Subcontracting or Assignment) of the Agreement is hereby amended to read in its entirety as follows:

"4.5 Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, ***with the exception of the subcontractors identified in the immediately following sentence,*** Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. ***The subcontractors City has consented to are as follows: Geo-Advantec, Inc., which will provide geotechnical engineering support services, Avant Garde, Inc., which will provide funding/labor compliance support services, Lostwest Landscape, Inc., which will provide landscape architecture support services, Vanlenco, Inc., which will provide survey support services, IDS Group, Inc., which will provide architectural, structural, MEP consulting support services, and Impact Sciences, Inc., which will provide environmental consulting support services.*** In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the

prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

IX. Subsection (d) (Professional Liability) of Section 5.1 (Insurance Coverages) of the Agreement is hereby amended to read in its entirety as follows:

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

X. Section 5.2 (General Insurance Requirements) of the Agreement is hereby amended to read in its entirety as follows:

"5.2 General Insurance Requirements.

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

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified ***U.S.*** mail return receipt requested to the City ***(or ten (10) days if cancellation is due to nonpayment of premiums)***. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured ***(except with respect to professional liability insurance)*** (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

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

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

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

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

XI. Section 5.3 (Indemnification) of the Agreement is hereby amended to read in its entirety as follows:

"5.3 Indemnification.

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

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees ***to the extent resulting from Consultant's negligence, recklessness or willful misconduct.***

With respect to any claims or liabilities related to Consultant's "design professional services", if any, as defined in California Civil Code Section 2782.8, Consultant's duty to the Indemnified Parties shall be limited to extent they are caused by the negligence, recklessness or willful misconduct of Consultant. In no event shall Consultant's cost to defend exceed Consultant's proportionate percentage of fault.

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

design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement."

XII. Section 6.3 (Ownership of Documents) of the Agreement is hereby amended to read in its entirety as follows:

"6.3 Ownership of Documents.

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

XIII. Section 7.8 (Termination for Default of Consultant) of the Agreement is hereby renamed "Termination for Default" and amended to read in its entirety as follows:

"7.8 Termination for Default~~ of Consultant~~.

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

If termination is due to the failure of the City to fulfill its obligations under this Agreement, Consultant may, after compliance with the provisions of Section 7.2, terminate the Agreement upon written notice to the City's Contract Officer. Consultant shall be entitled to payment for all work performed and accepted by the Contract Officer up to the date of termination."

XIV. Section 8.1 (Non-liability of City Officers and Employers) of the Agreement is hereby renamed "Non-liability of Officers and Employers" and amended to read in its entirety as follows:

"8.1 "Non-liability of ~~City~~ Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement. ***Similarly, it is intended that the Consultant's services in connection with this Agreement shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the City agrees that any claim, demand or suit that may arise out of this Agreement shall be directed and/or asserted only against the Consultant, the business entity to this Agreement, and not against any of the Consultant's individual shareholders, members, employees, officers or directors, except for acts of fraud or willful misconduct or as otherwise permitted by law.***"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.**

The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$120,250.00
July 1, 2024 through June 30, 2025:	$245,310.00*
July 1, 2025 through June 30, 2026:	$250,216.00*
Total:	$615,776.00
July 1, 2026 through June 30, 2027:	$255,220.00 (extension period)*
July 1, 2027 through June 30, 2028:	$260,324.00 (extension period)*

*Amount reflects 2% increase from prior year.

II. **Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $615,776.00 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
BILLING RATES

ENGINEERING			
Field Technician	$85	-	$95
Engineering Technician	$95	-	$105
Assistant CAD Drafter	$105	-	$120
Senior CAD Drafter	$120	-	$135
Associate Designer	$135	-	$150
Senior Designer	$150	-	$165
Design Project Manager	$190	-	$200
Assistant Engineer	$115	-	$125
Associate / Staff Engineer	$145	-	$160
Senior Civil Engineer	$200	-	$220
Traffic Analyst Technician	$100	-	$110
Associate Traffic Analyst	$150	-	$160
Senior Traffic Analyst	$160	-	$170
Professional Transportation Planner	$170	-	$185
Traffic Engineer Technician	$95	-	$105
Associate/Staff Traffic Engineer	$145	-	$160
Traffic Engineer	$170	-	$185
Senior Traffic Engineer	$185	-	$205
Project Manager	$185	-	$205
Senior Project Manager	$205	-	$220
Deputy City Engineer	$170	-	$190
City Engineer	$190	-	$205
Principal Engineer	$205	-	$225
BUILDING & SAFETY			
Permit Technician	$75	-	$85
Plan Check Technician/Analyst/Supervisor	$125	-	$140
Building Inspector	$115	-	$130
Senior Inspector	$125	-	$140
Plans Examiner/Checker	$140	-	$155
Plan Check Engineer	$150	-	$170
Deputy Building Official	$160	-	$170
Building Official	$165	-	$180

CONSTRUCTION MANAGEMENT			
Labor Compliance Analyst	$145	-	$155
Funds Coordinator	$150	-	$160
Office Engineer	$145	-	$155
Construction Inspector	$140	-	$150
Senior Construction Inspector	$150	-	$160
Construction Manager	$170	-	$185
Resident Engineer	$185	-	$200
PUBLIC WORKS INSPECTION			
Public Works Inspector	$140	-	$150
Senior Public Works Inspector	$150	-	$160
Supervising PW Inspector	$160	-	$170
SURVEY AND MAPPING			
Survey Analyst	$150	-	$155
Senior Survey Analyst	$155	-	$160
2-Man Survey Crew	$345	-	$360
Survey & Mapping Specialist	$185	-	$200
Licensed Land Surveyor	$210	-	$220
FUNDING & GRANT WRITING			
Funds Analyst	$145	-	$150
Senior Funds Analyst	$150	-	$160
Grant Writer	$165	-	$170
Funds & Grant Project Manager	$185	-	$195
PLANNING			
Community Development Technician	$80	-	$90
Planning Technician	$90	-	$100
Assistant Planner	$100	-	$120
Associate Planner	$120	-	$140
Senior Planner	$145	-	$165
Planning Manager	$170	-	$190
ADMINISTRATIVE STAFF			
Administrative/Clerical	$70	-	$80
Project Accountant	$80	-	$90

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services on an on-call basis as set forth in Exhibit "A."**

II. **If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be completed timely in accordance with the approved Task Proposal and by the Task Completion Date.**

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and TRANS TECH ENGINEERS, INC., a California corporation ("Consultant"), is effective as of the 1st day of July, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated December 19, 2023 ("Agreement"), whereby Consultant agreed to perform certain on-call project manager services on a Task Order basis for an initial contract term of two and one-half (2.5) years and a not-to-exceed Contract Sum of $615,776.00.

B. City and Consultant now desire to amend the Agreement to expand the Scope of Services to include public works inspections ("Additional Services") for an additional not to exceed amount of $340,000.00, thereby increasing the Contract Sum to $955,776.00.

C. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

D. The Additional Services qualify as a change order because they concern a change to the scope of work and price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement. It is a change to the scope of work because it is not included in the Scope of Services and it is borne out of the original Scope of Services because the nature of services is similar to the original scope except the description contains more specificity, and at the time the Parties entered into the Agreement the Additional Services were reasonably unforeseeable.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

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

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Nine*** ~~Six~~ Hundred ***Fifty Five*** ~~Fifteen~~

Thousand Seven Hundred Seventy Six Dollars and Zero Cents (***$955,776.00***~~**$615,776.00**~~) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C."

B. Exhibit "A" (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

C. Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

TRANSTECH ENGINEERS, INC.
a California corporation

By:_____
Name: Allen Cayir
Title: President

By:_____
Name: Sybil Cayir
Title: Secretary

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
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_____
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 Project Manager Services on an on-call basis:

STAFF AUGMENTATION:

Assist the City in executing various projects. Consultant will conduct plan reviews and project management services for various public facility projects. Consultant shall be the main point of contact with City staff in project or task development from concept to close out. Consultant may be stationed at City facilities to perform assignments and coordinate activities as directed by the Contract Officer, Director of Public Works or assigned designee.

Upon request, Consultant will conduct public workshops and have an explicit understanding of the California Public Contract Code and the City of Carson's Municipal Code efficiently and effectively.

GENERAL PROJECT MANAGEMENT STAFF AUGMENTATION SERVICES:

General services include, but are not limited to the following:

- General Contract Administration/Project Management.
- Review of conceptual and final plans along with project specifications and construction documents.
- Development and preparation of Project Studies.
- Research of various project related items such as local, State, Federal provisions, grant opportunities. Investigation and management of possible grant opportunities for Public Works projects, including grant application, reporting, and monitoring.
- Coordination with, or obtaining approvals from, various private and public agencies.
- Preparation of and/or presenting information at City Council, public workshops, or other public meetings.
- Development or review of various project related reports, diagrams, exhibits.
- Development of databases for capital improvement projects including schedules, budgets and priorities.
- Research and review of, record drawings, field investigations, site conditions, restrictions, California Environmental Quality Act (CEQA) status.

- Coordinate projects with outside agencies such as utility companies, Los Angeles County Department of Public Works, Sheriff station, Caltrans.

- Preparation of Request for Proposals (RFP).

- Coordination of Public Works projects for the bidding process.

- Management of project budgets and working closely with the City's Public Works Administrative staff.

- Review, evaluate, process, and provide approval recommendation to City staff for payments to consultants, consultants, and various agencies.

- Review, evaluate, and approve proposed changes from other consultants and consultants.

- Verification of field work such as field investigations, inspections, job walks.

- ***Public Works inspections.***

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders, as follows:

When the City requests proposals from on-call consultants (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

IV. In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:

A. Project Studies

B. Project related reports, diagrams, exhibits

C. Databases for capital improvement projects including schedules, budgets and priorities

D. RFPs

V. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VI. Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:

A. AHMAD ANSARI, PE, Contract Principal

B. OKAN DEMIRCI, PE, QSD/P, MBA, Principal Project Manager

C. AZITA FAKOORBAYAT, PE, Sr. Engineer/Project Manager

D. JOHN OSKOUI, PE, Sr. Engineer/Project Manager

E. MICHAEL ACKERMAN, PE, QSD, QSP, QISP, Sr. Engineer/Project Manager

F. ZIAD Y. MAZBOUDI, PE, QSD, QSP, CPSWQ, Sr. Engineer/Project Manager

G. MOHAMMAD MOSTAHKAMI, PE, Sr. Engineer/Project Manager

H. CARLOS A. PINEDA, PE, QSD, QSP, LEED, Sr. Engineer/Project Manager

I. DAVID RAGLAND, PE, PLS, QSD, QSP, Sr. Engineer, Technical Review Support for Engineering Projects

J. ALI F. ZAGHARI, PE, PMP, Sr. Engineer, Caltrans Involved Projects Coordination PM/QC/QA Support/Oversight

K. BAHMAN JANKA, TE, Sr. Traffic Engineer, Technical Review Support for Traffic and Transportation Eng/Planning Projects

L. KEITH A. WYATT, Sr. Project/Construction Manager

M. CRAIG MELICHER, PE, Vice President, PM/QC/QA Support

N. ALI CAYIR, PE, Principal, PM/QC/QA Support

O. GEO-ADVANTEC, INC., Geotechnical Engineering Support (subconsultant)

P. AVANT GARDE, INC., Funding / Labor Compliance Support (subconsultant)

Q. LOSTWEST LANDSCAPE, INC., Landscape Architecture Support (subconsultant)

R. VANLENCO, INC., Survey Support (subconsultant)

S. IDS GROUP, INC., Architectural, Structural, MEP Consulting Support (subconsultant)

T. IMPACT SCIENCES, INC., Environmental Consulting Support (subconsultant)

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.

The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$120,250.00
July 1, 2024 through June 30, 2025:	$245,310.00*
July 1, 2025 through June 30, 2026:	~~$250,216.00~~ ***$590,216.00****
Total:	~~$615,776.00~~ ***$955,776.00***
July 1, 2026 through June 30, 2027:	$255,220.00 (extension period)*
July 1, 2027 through June 30, 2028:	$260,324.00 (extension period)*

~~*Amount reflects 2% increase from prior year.~~

II. Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed *$955,776.00* ~~$615,776.00~~ as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City"), and TRANSTECH ENGINEERS, INC., a California corporation ("Consultant"), is effective as of the 30th day of September, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated December 19, 2023 ("Agreement"), whereby Consultant agreed to perform certain on-call project manager services on a Task Order basis for an initial contract term of two and one-half (2.5) years and a not-to-exceed Contract Sum of $615,776.00.

B. City and Consultant entered into an amendment to the Agreement dated July 1, 2025 ("Amendment No. 1") to expand the Scope of Services to include public works inspections for an additional $340,000, thereby increasing the Contract Sum to $955,776.00.

C. City and Consultant now desire to amend the Agreement to increase the contract amount by $461,750.00, thereby increasing the Contract Sum to $1,417,526.00 to cover the cost of continued services for project management, construction management, and construction inspection services related to the City's fiber optic network.

D. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

E. This Amendment No. 2 qualifies as a change order because it concerns a change to the price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

1. **Incorporation of Recitals**. The Recitals set forth above are incorporated into and are a part of this Amendment No. 2.

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

3. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

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

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Million*** ~~Nine~~ ***Four*** Hundred ~~Fifty Five~~ ***Seventeen*** Thousand ~~Seven~~ ***Five*** Hundred ~~Seventy~~ ***Twenty***-Six Dollars and Zero Cents ($***1,417,526.00*** ~~955,776.00~~) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C."

B. Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

4. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement and Amendment No. 1 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and this Amendment No. 2 to the Agreement.

5. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement and Amendment No.1, as amended by this Amendment No. 2, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

7. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

8. **Counterparts.** This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

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

CONTRACTOR:

TRANSTECH ENGINEERS, INC.
a California corporation

By:_____
Name: Allen Cayir
Title: President

By:_____
Name: Sybil Cayir
Title: Secretary

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. 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.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.

The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$120,250.00
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Total:	~~$955,776.00~~ ***$1,417,526.00***
July 1, 2026 through June 30, 2027:	$255,220.00 (extension period)
July 1, 2027 through June 30, 2028:	$260,324.00 (extension period)

II. Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed *$1,417,526.00* ~~$955,776.00~~ as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

Report to Honorable Mayor and City Council

Tuesday, September 30, 2025, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER AWARDING AND APPROVING A CONTRACT SERVICES AGREEMENT WITH UBER TECHNOLOGIES, INC. FOR DIAL-A-RIDE SERVICES (CITY COUNCIL)

I. SUMMARY

On October 17, 2024, the Transportation Services Division of the Community Services/Recreation/Park Maintenance Department issued a Request for Proposals (RFP) for demand-responsive Dial-A-Ride services. Two vendors - Administrative Services Co-op and Uber Technologies, Inc. - submitted proposals by the deadline. Following evaluation, Uber Technologies, Inc. (Uber) was selected as the recommended vendor. Staff is requesting that the City Council award and approve a Contract Services Agreement with Uber for a five-year term, with the option of a two-year extension, in an amount not-to-exceed total Contract Sum of $4,000,000 over the initial term.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD and APPROVE a Contract Services Agreement with UBER TECHNOLOGIES, INC. to provide demand-responsive Dial-A-Ride services for a five-year term, with the option for a two (2) year extension, for a not-to-exceed total Contract Sum of $4,000,000 over the course of the initial term (Exhibit No. 1; "Agreement"); and,
2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City's Dial-A-Ride program provides demand-responsive transportation for eligible residents 60 years-of-age and older, or residents with disabilities 18 years-of-age and older. Services are available 24 hours a day, seven days a week, including holidays. Applicants must complete an application form and provide proof of residency to enroll. Once accepted, participants may take trips within the program's designated boundaries for any purpose, and may also access medical and social services at designated locations in Gardena, Harbor City, Lomita, Long Beach, San Pedro, and Torrance.

The City's current Dial-A-Ride service agreement with Administrative Services Co-Op (Yellow Cab) expired on June 30, 2025. Prior to its expiration, the City issued a Request for Proposals (RFP) on October 17, 2024, to solicit services from qualified vendors. Two proposals were received, from Yellow Cab and Uber Technologies, Inc. Based on evaluation criteria, Uber scored the highest (Exhibit No. 2, "Evaluation Scores"). Staff initially planned to recommend award of the agreement to Uber at the June 3, 2025, City Council meeting. However, additional review was needed, and the item was deferred. To ensure uninterrupted service, the City extended the Yellow Cab agreement through December 31, 2025. Following further review, staff continues to recommend awarding the agreement to Uber.

Under the proposed agreement, Uber rides may be requested through the Uber app or via Uber's call center at no additional cost to participants. In both cases, participants receive real-time updates with driver information, vehicle details, and estimated arrival times. Wheelchair-accessible vehicles are available upon request at no additional cost. Participant co-pays will remain unchanged at $2 per one-way trip. According to Uber data, average wait times for rides within Carson are less than seven minutes.

It is important to note that Uber defines itself as a technology company, rather than a traditional ride service provider. As such, several modifications were required to the City's standard agreement. These changes are reflected in the inclusion of the Uber Dashboard Access Addendum, Uber Central Product Addendum, and Uber Voucher Product Addendum. The Agreement provides the City with access to the Uber Transit Dashboard, where staff can manage the program, process payments, and review expenditure data. This platform also allows the City to independently monitor and audit performance.

As provided in the Agreement:

- Uber operates a virtual marketplace platform and mobile application, i.e., Uber App allowing participants (residents 60 years-of-age or older, or residents with disabilities 18 years-of-age or older) the opportunity to request a ride to a location within City's authorized service area or an approved satellite location. This is referred to as the "Ride Request." Independent third-party providers of on-demand ground transportation and/or logistics services using Uber technology under license from Uber may accept Ride Requests from residents, including under the City's Dial-A-Ride Program. When a Ride Request is accepted by a Driver, both the Driver and City User may confirm each other's identity before the City User enters the Driver's vehicle. The Ride will commence once the resident enters the vehicle and lasts until the resident exits the vehicle at the requested destination.
- As stated previously, Ride Requests for this program shall come from users who are residents at least sixty (60) years of age, or disabled adults eighteen (18) years of age or older who are unable to use public transit because of a physical, mobile, hearing and/or vision impairment. The City reserves the right to modify eligibility parameters at any time for any purpose.
- City Transportation Services Division staff shall oversee the intake process for qualifying applicants and upload new user accounts for the program. Uber will then restrict use of the City's Dial-A-Ride voucher to City Users listed on the City-provided list and file. Prior to requesting a Ride, City Users must first claim the City's voucher to activate discounted pricing,
- Importantly, the back-end Uber dashboard will provide staff all data necessary for the City to comply with National Transit Database (NTD) reporting requirements. Should the City's designated Uber representative, the Customer Success Manager, be unavailable outside regular business hours, the Dashboard shall provide City staff with access to program support from Uber's global Customer Support Team by phone or email.
- Uber will provide City staff with training to request and pay for rides on behalf of City User/residents through Uber Central. These rides may only occur if specifically requested by the appropriate Transportation Services Division staff.
- The Agreement further describes the service area and Uber's requirements for insurance. Uber provides a $1,000,000 policy of excess insurance per incident. As for limits of liability, there is a waiver of jury trial as all disputes are arbitrated, and any direct damage to either party will be limited to no more than $1,000,000.

If the Contract Services Agreement is approved this evening, staff will begin implementation of the new Uber Dial-A-Ride program. Current participants in the City's Dial-A-Ride program will first be notified of the upcoming transition in service provider. In partnership with Uber, staff will build and test the new program operations to ensure a smooth rollout and a positive user experience. Staff will also assist participants with creating Uber accounts and will be available to answer questions regarding the use of the Uber platform and program details. With these preparations in place, participants will be well-equipped for the official transition to Uber service on January 1, 2026, and ongoing support will be provided by staff throughout the program's launch and operation.

V. FISCAL IMPACT

Should the City Council approve the recommendation, funds for the first year of the Agreement are included in the adopted FY 2025/26 Operating Budget under Proposition A (Account No. 218-90-940-179-6004) and Proposition C (Account No. 219-90-940-185-6004). Funding for the remaining years of the contract will be allocated in subsequent annual operating budgets.

VI. EXHIBITS

1. Draft Agreement
2. Evaluation Scores

Attachments

Exhibit No. 1 - Draft Agreement.pdf
Exhibit No. 2 - Evaluation Scores.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

UBER TECHNOLOGIES, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
UBER TECHNOLOGIES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ___ day of _____ by and between the CITY OF CARSON, a California municipal corporation ("City") and UBER TECHNOLOGIES, INC., a Delaware corporation ("Contractor" or "Uber"). City and Contractor may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform its obligations required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing its obligations contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all obligations described herein. Contractor covenants that it shall follow the highest professional standards in performing its obligations required

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor'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.

Contractor shall keep itself informed concerning, and shall render all obligations 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 during the Term.

1.4 Licenses, Permits, Fees and Assessments.

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

[Intentionally omitted]

1.6 Care of Work.

[Intentionally omitted]

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.

[Intentionally omitted]

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 the "Uber Transit

Dashboard Access Terms" attached hereto as Exhibit "C" and incorporated herein by this reference.

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 specified in the "Schedule of Compensation" attached hereto as Exhibit "D" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Four Million Dollars ($4,000,000)** for the initial term of the Agreement (the "Contract Sum"), or **Eight Hundred Thousand Dollars ($800,000)** per year, unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation is set forth in Section 5 of the "Uber Transit Dashboard Access Terms" attached hereto as Exhibit "C".

2.3 Reimbursable Expenses.

[Intentionally omitted]

2.4 Invoices.

[Intentionally omitted]

2.5 Waiver.

[Intentionally omitted]

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

[Intentionally omitted]

3.2 Schedule of Performance.

Contractor 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 "E" and incorporated herein by this reference. When requested by the Contractor, 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.

Nonperformance of either party under the Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, hurricane, earthquakes, pandemic, other natural disaster, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party ("**Force Majeure Event**"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under the Agreement.

3.4 Term.

This Agreement shall commence on January 1, 2026, and shall remain in full force and effect for five (5) years thereafter, unless earlier terminated in accordance with Article 7 of this Agreement. The City may, in its sole discretion and upon written notice to Contractor, extend this Agreement for up to one (1) additional 2-year term."

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 in its behalf with respect to the obligations specified herein and make all decisions in connection therewith:

Dmitriy Vanchugov, Head of Transit Partnerships

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 Contract Officer.

The Contract Officer shall be Jason Jo, Transportation Program Manager, or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer 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 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 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 obligations 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. Contractor 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 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 obligations 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, provided, however, Contractor may assign the Agreement without such consent but with notice to the City in connection with a merger or a sale of all its equity or assets. 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. The City may not transfer or assign this Agreement, in whole or in part, without the prior written consent of Contractor. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the either party or any surety of Contractor of any liability hereunder without the express consent of the other party.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor 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 with two million dollars ($2,000,000) in excess coverage for a total of four million dollars ($4,000,000)

(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 Contractor 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 Contractor 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.

(c) Commercial 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) Uber will maintain Driver Automobile Insurance in the United States which will include coverage for bodily injury and property damage arising out of the ownership, maintenance or use of non-owned vehicles operated by Drivers operating on the Uber platform, with the following limits and coverages while engaged in a prearranged passenger trip: (i) liability coverage limits of $1,000,000 combined single limit per accident or higher as required by applicable state law, (ii) uninsured/underinsured motorist coverage as required by applicable state law, and (iii) other coverages as required by applicable state law.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance. Policies listed 4.1(a) and (c) aboveshall 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 Contractor'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 materially reduced 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 Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

At the request of the City, Contractor shall furnish the City with a certificate of insurance showing coverage as set forth herein. 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] _____
Contractor Initials

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. Contractor'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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

5.3 Indemnification.

To the full extent permitted by law, Contractor 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 Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor 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) Contractor 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 Contractor hereunder; and Contractor 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 Contractor 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 Contractor hereunder, Contractor 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.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor 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 Contractor 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 Contractor 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.

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 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. The City shall have access to the Dashboard that houses Agreement expenditure data, enabling the City to independently audit Agreement performance and expenditures. Contractor shall also maintain and provide the City with copies of all records described in Section III of Exhibit "A" (Scope of Services). Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. Such records (including all records and data made available in the

Dashboard) 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 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 not be required to periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement, because the City will have access to the Dashboard that houses Agreement expenditure data, enabling the City to perform its independent audit and generate reports related to Agreement performance and expenditures as the Contract Officer shall require.

6.3 Ownership of Documents.

Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Dashboard, Uber Service, Uber App, and Uber Personal Data (including, without limitation, Dashboard Data) including any updates, enhancements and new versions thereof, all data related to the use of the Dashboard and Uber Services, and all related documentation and materials provided or made available to City or any proposed or current Authorized User in connection with the Agreement.

6.4 Confidentiality and Release of Information.

[Intentionally omitted]

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. Any dispute, controversy, or any claim arising out of or relating to the Agreement, or the interpretation, enforceability, performance, breach termination or validity thereof, including, without limitation, this arbitration clause, must be solely and finally settled by confidential arbitration in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. An award rendered in connection with arbitration pursuant to this section shall be final and binding upon the parties, and any judgment upon such an award may be entered and enforced in any court of competent jurisdiction. No provision of this subsection limits the rights of a party to the Agreement to obtain provisional, injunctive, or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any arbitration. Neither party has the right to arbitrate on a class action basis any dispute, controversy, or claim arising out of or relating to the Agreement, or the interpretation, enforceability, performance, breach, termination, or validity thereof, including, without limitation, this arbitration clause.

7.2 Disputes; Default.

[Intentionally omitted]

7.3 Retention of Funds.

[Intentionally omitted]

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 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.

7.5 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.

[Intentionally omitted]

7.7 Termination Prior to Expiration of Term.

[Intentionally omitted]

7.8 Termination for Default of Contractor.

[Intentionally omitted]

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 either party shall be personally liable to the other party, or any successor in interest, in the event of any default or breach by such party 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 its obligations 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 Contract Officer. 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 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 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 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 applicable 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 Contractor so employ such unauthorized aliens for the performance of its obligations under 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 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 Contractor, to All notices to Uber shall be provided to Uber Technologies, Inc., 1725 3rd Street, San Francisco, CA 94158 Attn: Legal Department – Uber for Business.. 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 counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

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 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.

9.5 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. 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 _____

9.7 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

CONTRACTOR:

UBER TECHNOLOGIES, INC.

By:_____
Name:
Title:

By:_____
Name:
Title:

Address: 1725 3rd Street
San Francisco, CA 94158

_____

_____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

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SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

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NUMBER OF PAGES

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DATE OF DOCUMENT

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SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. The City's Dial-A-Ride ("DAR") Program provides ride-hail services for approved riders determined by the City. City reserves the right to modify program features at any time for any purpose. Contractor will perform the following services in accordance with the following standards:

A. Background:

Uber operates a virtual marketplace platform and mobile application ("Uber App") allowing participants ("City User") (as defined in Exhibit C) the opportunity to request a ride to a location within City's authorized service area or an approved satellite location ("Ride Request"). Independent third-party providers of on-demand ground transportation and/or logistics services using Uber technology under license from Uber ("Drivers") may accept Ride Requests from City Users, including under the City's Dial-A-Ride (DAR) Program. When a Ride Request is accepted by a Driver, both the Driver and City User may confirm each other's identity before the City User enters the Driver's vehicle ("Ride"). The Ride will commence once the City User enters the vehicle and lasts until the City User exits the vehicle at the requested destination.

B. Hours of Operation:

City Users may access the Uber App twenty-four hours per day (24/7), three hundred sixty-five days per year (365), including all holidays.

C. Eligibility:

1. Criteria: Ride Requests shall come from City Users who are: (i) at least sixty (60) years of age; or (ii) disabled adults eighteen (18) years of age or older who are unable to use public transit because of a physical, mobile, hearing and/or vision impairment. City reserves the right to modify eligibility parameters at any time for any purpose.

2. Intake: Contractor acknowledges that City staff shall oversee the intake process for qualifying applicants and upload new user accounts via comma-separated value (CSV) file. Contractor shall restrict use of the City's Dial-A-Ride voucher to City Users listed on the City-provided CSV file.

D. Ride Payments:

1. Vouchers: Contractor shall design payment tool ("City Voucher") which the City can provide to City Users via email or short message service (SMS) as further set forth in Exhibit C. Upon claiming the Voucher, the City Voucher will appear on the City User's Uber App as an immediate discount for qualifying Ride Requests.

2. City User Co-Pays: Contractor acknowledges that City Users must make a $2 copayment at the end of each Ride through the payment method saved on their Uber account. City will provide a maximum subsidy of up to $18 per each qualifying one-way Ride, with City Users responsible for all additional costs exceeding $20. Contractor shall apply the total of all copayments collected from each month as a credit towards the City's monthly statement.

E. Requesting a Ride:

1. Ride Request: Prior to requesting a Ride, City Users must first claim the City's voucher to activate discounted pricing. To request a Ride, City User must first enter the address or name of their destination on their Uber App. If the requested destination does not identify as a City-approved location, the City Voucher and corresponding subsidy will not apply to the Ride Request. City User will be able to double-check and/or reenter the address of their requested destination before confirming their Ride Request.

   In the event a City User is unable to access the Uber App, they may request a Ride by calling Contractor's call center (1-833-873-8237) to have an operator submit a Ride Request on their behalf ("Uber Call Center"). City Users shall have access to the Uber Call Center in both English and Spanish, seven days a week, between 4:00 a.m. and 10:00 p.m. Eastern Time. City User with vision impairments may utilize iOS Voice Over, Android TalkBack, and wireless Braille display compatibility on the Uber App.

2. Ride Type: Upon entering the address or name of their destination on the Uber App, City User will be given a choice of Ride types, subject to availability. The following Ride types, subject to availability shall also be options for City Users utilizing the Uber Call Center. A regular Ride provides ambulatory City Users with a standard vehicle ("UberX"). For City User with limited mobility or using assistive devices such as walkers or canes, trained drivers will provide the Participant with help entering or exiting the vehicle and securement of any assistive devices ("Uber Assist"). City User aided by wheelchairs can request wheelchair-accessible vehicles with certified drivers trained to assist them in safely entering/exiting the vehicle ("Uber WAV"). Uber does not claim that the availability of WAV on its platform is sufficient for federal requirements.

   Driver Match: Upon matching with a Driver, City Users will be able to view Driver and vehicle details, estimated time of arrival, and real-time location of the Driver's vehicle throughout the entire duration of their Ride.

3. Response Times: Upon accepting a Ride Request, Drivers shall arrive at the requested destination no later than thirty (30) minutes from the initial estimated pick-up time. If a Driver arrives more than thirty (30) minutes past the initial estimated pick-up time, the City shall not be billed for any

portion of the trip upon the City's request. Contractor shall still be obligated to record such trips as a Courtesy Ride on the City's monthly statement.

Subject to the foregoing, Contractor shall not be held responsible for failure to provide on-time service due to forces beyond its immediate control. These are instances that would be considered "force majeure" situations as described in Section 3.3 of this Agreement. In the event of such an occurrence, documentation of circumstances relevant to the delay shall be provided to the City for review by the Contract Officer.

F. Administrative Dashboard

Contractor shall provide City staff with training to utilize the Dashboard (as defined in Exhibit "C"). The Dashboard shall provide all data necessary for City to comply with National Transit Database (NTD) reporting. Should the City's dedicated Customer Success Manager be unavailable outside of regular business hours, the Dashboard shall provide City staff with access to program support from Contractor's global Customer Support Team by phone or email.

G. Uber Central

Contractor shall provide City staff with training to request and pay for Rides on behalf of City User through Uber Central (as defined in Exhibit "C"). These Rides may only occur if specifically requested by the Coordinator (as defined in Exhibit "C"). When Rides are requested through Uber Central, City shall be liable for the full User Charge (as defined in Exhibit "C") as there is no option for a City User copayment.

H. Implementation:

In coordination with City's Contract Officer, Contractor shall complete a series of three phases to implement a successful launch of the Voucher Program explained in Exhibit "E".

I. Service Area:

City Boundaries: City User may travel to and from all unrestricted areas as depicted in Exhibit "A-1" ("Service Map"). City User may also travel to and from approved locations outside of unrestricted areas ("Satellite Destinations"). City reserves the right to modify the Service Map at any time for any purpose.

J. Pick-up and Drop-off Standards:

1. Personal Assistance: All Drivers are required to comply with the Community Guidelines (as defined in the Dashboard Access Terms. City User traveling with assistive devices may select Uber Assist to better accommodate their travel needs.

2. Additional City User: City User may bring additional City User with them as travel companions on their Trip consistent with the type of product selected.

3. Gratuities: Drivers are prohibited from asking City User for gratuities. City User may voluntarily provide gratuities to Drivers at the end of each Ride through the Uber App. Contractor shall not apply any portions of the City's subsidy as a payment method towards a Driver's gratuity.

4. Safety: Should a Participant experience discomfort or concerns for their safety due to the behavior and/or actions of their Driver, City reserves the right to request that Contractor block the Driver from being matched with the City User.

K. <u>Driver and vehicle requirements:</u>

1. Driver Eligibility: Drivers will have passed a Motor Vehicle Record (MVR) review and a criminal history background check with a seven year lookback. A MVR review shall entail verification of a Driver's license status, review of their driving history for any violations or crashes, and a check for any driving-related restrictions on their license. New drivers must be at least 25 years of age and possess an unexpired license that has been valid for at least one (1) year.

2. Pull Notice: All Drivers shall also be included in the Department of Motor Vehicle's Employer Pull Notice (EPN) program. EPN will provide Contractor with timely notices when any of the following items are added to the Driver's record: convictions, accidents, failure to appear, driver's license suspension or revocation, and any other action taken against the Driver's driving privilege.

3. Vehicle Eligibility: Eligible vehicles for the City's Dial-A-Ride program must be 16 years of age or newer with four doors, in good operational condition with no cosmetic damage, and have a Uber decal applied the vehicle windshield.

L. <u>Driver Training</u>:

1. Drivers providing Uber Assist and Uber WAV trips shall complete specialized training to ensure they can effectively support City User with disabilities and mobility challenges.

2. Uber Assist: Training for Uber Assist shall include: 1) techniques for helping City User enter and exit vehicles safely; 2) proper handling and storage of walkers, canes, foldable wheelchairs, other mobility devices; and 3) sensitivity training on how to interact with City User in a respectful and considerate manner.

3. Uber WAV: Training for Uber WAV shall include: 1) techniques for using wheelchair ramps, lifts, and securement devices; 2) proper wheelchair securement; 3) guidance on how to help City User enter and exit wheelchair-accessible vehicles safely; and 4) sensitivity training on how to interact with City User with unique needs in a respectful and considerate manner.

M. Incidents, Accidents, and Complaints:

1. Incidents: Contractor shall make available a 24/7 Incident Response Team to handle incident reports from both Drivers and City User. If an incident is found to be the fault of the Driver, Contractor shall review the Driver's continued eligibility and remove the Driver from the platform if they are no longer found to meet criteria set forth by Contractor and local laws.

2. Accidents: Contractor shall make available a 24/7 Incident Response Team to prepare accident reports for agencies providing emergency services. Both Drivers and City User utilizing Vouchers shall have the option to report accidents to police, fire, or ambulance service agencies through the Uber App.

3. Customer Service: Contractor shall make available a 24/7 Customer Support Team.

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

Not applicable.

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

A. Accident and Incident Reports: Each quarter, Contractor will report the following aggregated and anonymized incident data as applicable: (a) vehicle crash with hospitalization, life altering injury, or fatality of an Agency User; (b) interpersonal conflict (theft / robbery / physical altercation), excluding sexual assault and/or sexual harassment, that results in the hospitalization, serious injury or death of an Agency User; and (c) number of crashes involving a City User.

IV. [Intentionally omitted]

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

A. Dmitriy Vanchugov, Head of Transit Partnerships

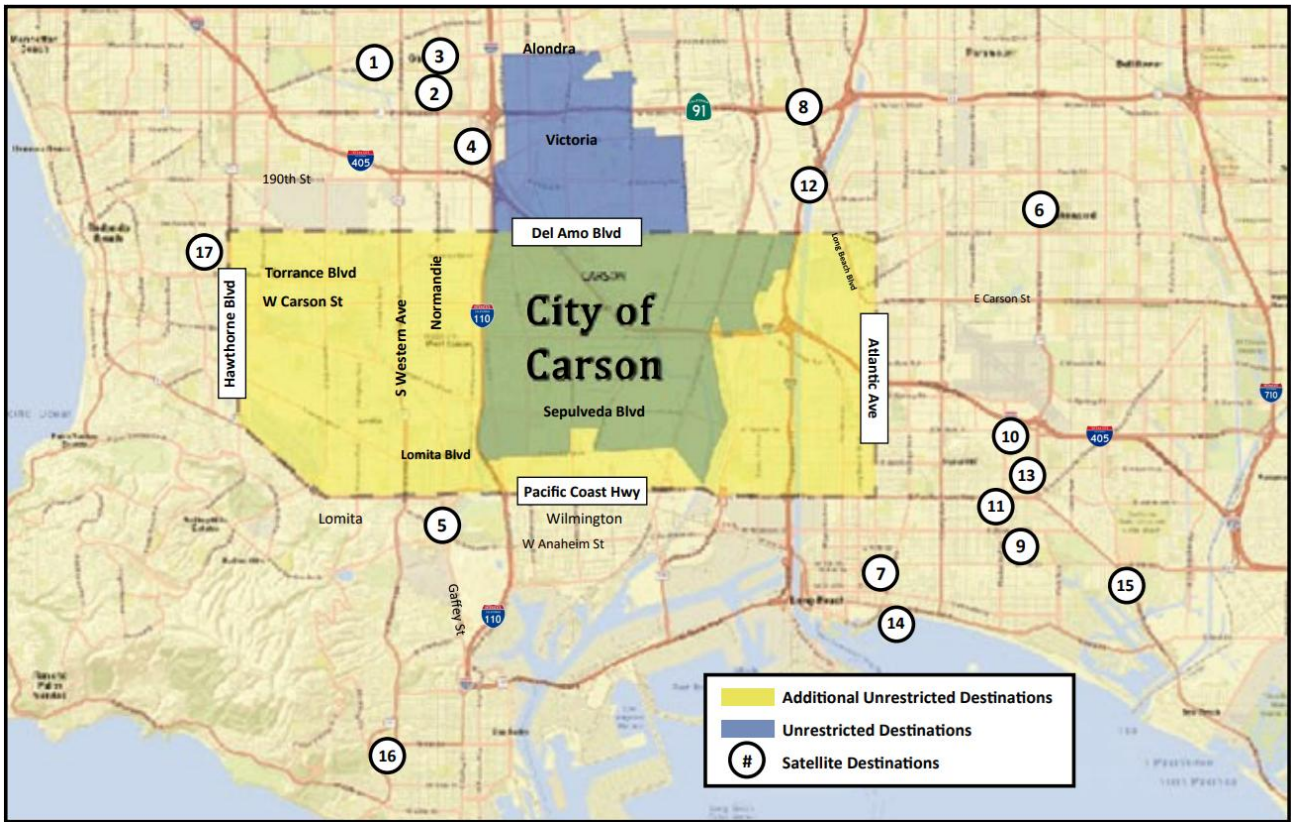
B. Eric Cartrite, Project Manager

C. Chris Margaronis, Senior Account Executive

D. Amanjeet Anne, Customer Success Manager

EXHIBIT "A-1"

DIAL-A-RIDE SERVICE MAP



	Satellite Destinations	Address	City
1.	Kaiser Gardena	15446 Western Avenue	Gardena, CA
2.	Community Hospital of Gardena	1246 155th Street	Gardena, CA
3.	Memorial Hospital of Gardena	1145 W. Redondo Beach Boulevard	Gardena, CA
4.	Gardena-Carson YMCA	1000 W. Artesia Avenue	Gardena, CA
5.	Kaiser Permanente Harbor City	25825 S. Vermont Avenue	Harbor City, CA
6.	Lakewood Regional Hospital	3700 South Street	Lakewood, CA
7.	St. Mary's Medical Center	1050 Linden Avenue	Long Beach, CA
8.	California Pools of Hope, Inc.	6801 N. Long Beach	Long Beach, CA
9.	L.B. Community Hospital	1720 Termino Avenue	Long Beach, CA
10.	Harriman Jones Medical Center	2600 Redondo Avenue	Long Beach, CA
11.	Kaiser Clinic	3900 E. Pacific Coast Highway	Long Beach, CA
12.	Kaiser Dialysis	145 W. Victoria Street	Long Beach, CA
13.	Long Beach Health Department	2525 Grand Avenue	Long Beach, CA
14.	Long Beach Senior Center	1150 E. 4th Street	Long Beach, CA
15.	Veteran's Hospital	5901 E. 7th Street	Long Beach, CA
16.	San Pedro Peninsula Hospital (Little Company of Mary Hospital)	1300 W. 7th Street	San Pedro, CA
17.	Little Company of Mary Hospital	4101 Torrance Boulevard	Torrance, CA
18.	Social Security Office	20000 Mariner Ave. #150	Torrance, CA

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (additions are shown in ***bold italics*** and deletions are shown as ~~strikeouts~~): [N/A; changes made directly in body of Agreement]

EXHBIIT C

UBER TRANSIT DASHBOARD ACCESS TERMS

These Uber Transit Dashboard Access Terms ("**Terms**") state the terms and conditions under which the City may establish an Uber Transit corporate account ("**Corporate Account**"), which Uber makes available to the City through the Dashboard in connection with one or more Uber Products, as set forth herein. City's access to and use of the Dashboard in connection with any Uber Product is subject to both this Agreement, including these Terms, and each applicable Product Addendum, as defined herein. Capitalized terms used but not otherwise defined in the Agreement shall have the meanings ascribed to such terms in the applicable Product Addendum. The Parties hereby agree as follows:

1. **Definitions.** The following terms, as may be used in the Agreement, shall have the meanings set forth below:

"**Affiliate**" means with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity, where "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of at least fifty percent (50%) of the voting equity of another entity, or the power to vote such voting equity, by contract or otherwise.

"**Authorized User**" means an individual authorized to (a) use and link to City's Corporate Account and use Uber Services through their Uber Account; and/or (b) use Uber Services in connection with the applicable Product Addendum. All references to Authorized User(s) in the Agreement shall apply only if the City has agreed to the Uber Profiles Product Addendum.

"City Personal Data" has the meaning ascribed to such a term in each Product Addendum.

"**City User**" has the meaning ascribed to such a term in the Uber Vouchers Product Addendum and/or the Uber Central Product Addendum, as may be the case. All references to "City User(s)" in the Agreement shall apply only if the City has agreed to the Uber Central Product Addendum or the Uber Vouchers Product Addendum.

"**Data Protection Law(s)**" means all laws and regulations applicable to the personal data under the Agreement, including as applicable the laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including the EU General Data Protection Regulation (2016/679) ("**GDPR"**).

"**End User Terms**" means the terms and conditions applicable to all users of the Uber Service, available at www.uber.com/legal, as may be updated by Uber from time to time.

"Uber Account" means an Uber account in which the owner of the account has: (i) installed the Uber App on a compatible mobile device, (ii) registered for and currently maintains an active personal user account, which requires the entry of certain personally identifiable information and a personal credit card number, (ii) currently complies with the End User Terms, and (iv) confirmed the mobile number provided during the registration process. Uber's collection and use of any personal data and credit card or other authorized payment method information to establish an Uber Account shall be as set forth on the Uber Privacy Policy, available at www.uber.com/legal/privacy, as may be updated by Uber from time to time.

"**Uber App**" means Uber's mobile applications or mobile websites that allow users to access and use Uber's products and services, as may be updated by Uber from time to time.

"**Uber Personal Data**" means any information Uber provides to the City in connection with the Agreement relating to an identified individual or an identifiable individual or which can be reasonably used to identify an individual, or that may otherwise be considered "personal data" under applicable law. For the avoidance of doubt, Uber Personal Data shall include Dashboard Data, regardless of whether it is provided to the City via the Dashboard or otherwise.

"**Uber Service**" means Uber's virtual marketplace platform that, when used in conjunction with the Uber App, or the Dashboard, as applicable, serves as an intermediary between (a) Authorized Users, City Users, and Administrators who are looking for a certain type of service (including, without limitation, ground transportation, logistics, delivery, food purchases and related food delivery services), and (b) independent third-party providers of such services.

"**User Charges**" means charges incurred by Authorized Users, City Users, Voucher Recipients, or Administrators (on behalf of City Users), as may be the case, for use of the Uber Service, including any applicable tolls, foreign transaction fees, taxes, and any other fees or charges that may be due for a particular use of the Uber Service.

The terms "**controller**", "**data subject**", "**personal data**", "**processing**" and "**processor**" as used in the Agreement have the meanings given in the GDPR.

2. Uber Products; Incorporation.

2.1 City may elect to utilize one or more Uber Transit products made available by Uber (each, an "**Uber Product**"). City may elect to utilize an Uber Product at any time during the Term, by (i) accepting the relevant additional click-through Uber Product terms for each such Uber Product within the Dashboard, or (ii) executing a product addendum which includes the relevant additional Uber Product terms for each such Uber Product (in either instance, each a "**Product Addendum**").

2.2 City's election to utilize a particular Uber Product neither obligates nor restricts the City from utilizing any other Uber Product. Any Product Addendum entered into by the Parties is expressly incorporated into this Agreement.

3. Termination. Either Party may terminate the Agreement or any Product Addendum at any time without cause upon providing thirty (30) days' written notice to the other Party. Either Party may terminate the Agreement or any Product Addendum at any time (a) in the event of a material breach by the other Party that is not cured by the breaching Party within thirty (30) days' of receiving notice of the breach from the non-breaching Party, or (b) immediately upon notice to the other Party in the event that the other Party makes an assignment for the benefit of creditors, files an involuntary petition in bankruptcy or is adjudicated bankrupt or insolvent, has a receiver appointed for any portion of its business or property, or has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law. Termination of one Product Addendum shall not terminate any other Product Addendum then in effect. The terms and conditions of this Agreement concerning outstanding payment obligations and indemnification shall survive termination.

4. Account Administration.

4.1 City Dashboard and Access to Uber Products. Upon execution of the Agreement, Uber will establish the City's Corporate Account that will enable the City to access Uber's browser-based online dashboard for Uber Transit ("**Dashboard**"), which includes access to each Uber Product that an City has agreed to utilize through a Product Addendum. Uber's contact with the City shall include communicating with representatives the City designates as "administrators" through the Dashboard ("**Administrator**"). In addition to the features described in an applicable Product Addendum, the Dashboard will enable City to (a) access each Uber Product which City has accepted and agreed to utilize through a Product Addendum; (b) view detailed trip or other service information, which may include, depending on which Uber Product(s) City utilizes, without limitation, any Authorized User and/or City User's name together with trip status, pick-up and drop-off location, trip route, distance, duration, fare amount, service type, trip ID number, restaurant name, meal information, delivery location, delivery time, User Charges, expense memo, and Driver data (e.g. first name, telephone number, vehicle description and license plate) (collectively, "**Dashboard Data**"); (c) prepare and review activity reports using such Dashboard Data; (d) add and remove Administrators, (e) manage and update City's payment information; (f) review and manage payment statements, and (g) settle outstanding balances on the Corporate Account. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. Uber agrees to use commercially reasonable efforts to provide the Dashboard to the City as stated in this Agreement.

4.2 Administration. At all times, the City is responsible for maintaining an accurate list of Administrators. City may appoint additional Administrators at its discretion. City agrees to (a) maintain all Dashboard login credentials in confidence, (b) only permit an authorized Administrator to access the Dashboard, and (c) update as necessary, all information of the Administrators to ensure that it is current, accurate, and complete. City shall be responsible for all activity that occurs under its Dashboard login credentials.

4.3 Authorized User and Administrator Updates. For Managed Rider Programs, City is responsible for keeping and maintaining an accurate list of current Authorized Users, City Users, or Administrators authorized to bill User Charges to City's Corporate Account for each separate Uber Product. From time to time, Uber may review the City's list of Authorized Users, City Users and/or Administrators, as may be the case, via the Dashboard to maintain and support the Uber Service and to ensure City's compliance with the Agreement.

4.4 Responsibility for User Activity. City agrees that (a) City is solely responsible for all User Charges against City's Corporate Account, incurred by Authorized Users, City Users, and Administrators, regardless of whether any such charge was authorized, and (b) User Charges may be subject to price changes at any time, including without limitation, occasional increases during periods of high demand as further described in the End User Terms. Further, City agrees that Uber shall not be responsible

for User Charges incurred by Authorized Users, City Users and/or Administrators, after City has attempted removal of such Authorized User or Administrator from the Corporate Account to the extent City provides Uber with incomplete or inaccurate Authorized User or Administrator removal information via the Dashboard. City is responsible for User Charges incurred due to fraudulent or other unpermitted activity or use of the Corporate Account by an Authorized User, City User, Administrator, or another third party to access Uber Services except and solely to the extent that such fraudulent activity was caused by Uber. City must promptly notify Uber if it discovers fraudulent or unpermitted activity occurring under the City's Corporate Account. In the event Uber reasonably suspects that any fraudulent or unpermitted activity is occurring in connection with the Corporate Account, Uber reserves the right to suspend the Corporate Account until the event giving rise to the suspension has been cured to Uber's reasonable satisfaction.

4.5 Restrictions. City agrees to use the Uber Service, Corporate Account, Dashboard, and any of the services provided under an applicable Product Addendum solely as stated in this Agreement; provided, however, that in the event of a conflict between a Product Addendum and the Agreement with respect to City or any Administrator utilizing the Uber Service, the terms of the Product Addendum shall control, followed by the Agreement. City shall not, and shall not authorize others to (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Dashboard, Uber Service, or Uber App; (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Dashboard, Uber Service, or Uber App to any unaffiliated third party; (c) upcharge, increase, or otherwise modify the User Charges for any usage of the Uber Service; or (d) impose any additional fees or charges related to use of the Dashboard, Uber Service, or any of the services provided under an applicable Product Addendum. Uber reserves all rights not expressly granted under the Agreement.

4.6 Violations. City acknowledges that Uber may suspend or ban any Authorized Users or City Users from use of the Uber Service due to future or past violations of the End User Terms ("**Violations**"), and that Uber shall have no obligation or liability to City related to any such suspension or ban of an Authorized User or City User. In the event that Uber suspends or terminates an Authorized User's or City User's Uber Account pursuant to the End User Terms, Uber shall also suspend such Authorized User or City User from utilizing Uber Services under all of the Product Addenda. Furthermore, Uber reserves the right to immediately suspend an Authorized User's or City User's Uber Account due to (a) an invalid payment card on their Uber Account, or (b) a rejected City Card transaction that was initiated through their Uber Account. Uber reserves the right to suspend City's use, and the use by Authorized Users or City Users where applicable, of Uber Transit and the products set forth in any applicable Product Addendum for violations of this Agreement or any applicable Product Addendum.

4.7 Territory. This Agreement is not restricted by country, unless otherwise specified in a Product Addendum.

5 Billing.

5.1 User Charges. All User Charges shall be paid in the ordinary course of use of the Uber Services through the payment card associated with the applicable Corporate Account, as the case may be, at the end of each Authorized User's or City User's trip, or, according to batched billing, in which Uber will charge City's payment method or issue an invoice to the City for User Charges that have accrued during a certain period (e.g., daily, weekly, or another period shorter than a month) ("**Batched Billing**"), unless City participates in Monthly Billing, in which case City shall pay such User Charges pursuant to Section 6.2 below.

5.2 Monthly Billing. City may elect to pay for User Charges and any other charges referenced in the Product Addenda on a monthly basis incurred in connection with the applicable ("**Monthly Billing**"). If the City participates in Monthly Billing, Uber will bill the City for all User Charges incurred for the applicable Uber Products on a monthly basis (each, a "**Monthly Statement**"). City shall pay each Monthly Statement in full within thirty (30) days of receipt of such Monthly Statement. City agrees to provide and maintain during the Term in connection with its Corporate Account a valid City credit card number (the "**City Card**") that may be charged as set forth in the applicable Product Addendum. When creating the Corporate Account, the City may choose to use either an City Card, ACH, or wire transfer as the payment method for paying Monthly Statements, provided that payment by City Card may be necessary for amounts less than $1,000.

5.3 Currency. All User Charges shall be processed in the local currency applicable to the territory of the Authorized User's and/or City User's applicable receipt for the Uber Service, except in certain instances when Uber may process foreign transactions in United States dollars. All payments are nonrefundable except as may be expressly provided otherwise herein. Each Party shall be responsible for its costs and expenses associated with its performance under the Agreement or any Product Addendum.

5.4 Disputed Payments. If City believes that it has been billed for charges that it should not have been charged ("Disputed Charge Event"), City shall notify Uber in writing within fifteen (15) days via email to **transit-legal-us@uber.com**. The Parties shall work in good faith to review the charges within thirty (30) days of the City notifying Uber of such Disputed Charge Event.

If the Parties determine that Uber assessed charges that the City should not have been charged, Uber shall remove such charge from the City's account.

5.5 Account Suspension. In the event of any undisputed outstanding User Charges or any other charge referenced in the Product Addenda due on a past Monthly Statement, Uber reserves the right to immediately suspend the City's account. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including reporting City to applicable credit reporting agencies, in the event of any unpaid User Charges or any other charges referenced in the Product Addenda. Reestablishing a City account shall be at Uber's sole discretion. All late payments shall accrue simple interest on the sum due from the date such payment was originally due until the date of actual payment, at 3% per month or the maximum allowed by applicable law.

6 Proprietary Rights.

6.1 License to Marks; Restrictions. The term "**Marks**" shall mean the trademarks, service marks, trade names, logos, slogans, designs, social media or other handles, hashtags, and other identifying symbols and indicia of a Party ("**Licensor**"). Each Party hereby grants to the other Party ("**Licensee**"), solely during the Term, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Licensor's Marks only as expressly permitted by the other Party in writing in each instance and only in relation to this Agreement. All use of a Licensor's Marks by Licensee will be in the form and format approved by Licensor, and Licensee will not otherwise use or modify Licensor's Marks without Licensor's prior written consent. All goodwill related to Licensee's use of Licensor's Marks shall inure solely to the benefit of Licensor. Marks will at all times remain the exclusive property of the respective Licensor. Except as expressly set forth herein, Licensor does not, and shall not be deemed to, grant Licensee any license or rights under any intellectual property or other proprietary rights. All rights not granted herein are expressly reserved by Licensor.

6.2 No Development. EACH PARTY ACKNOWLEDGES AND AGREES THAT NEITHER PARTY SHALL DEVELOP ANY TECHNOLOGY, CONTENT, MEDIA, OR OTHER INTELLECTUAL PROPERTY FOR THE OTHER PARTY PURSUANT TO THE AGREEMENT. The Parties shall enter into a separate written agreement, as necessary, to govern any development activities relating to any technology, content, media, or other intellectual property prior to the commencement of any such activities.

6.3 Ownership. Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Dashboard, Uber Service, Uber App, and Uber Personal Data (including, without limitation, Dashboard Data) including any updates, enhancements and new versions thereof, all data related to the use of the Dashboard and Uber Services, and all related documentation and materials provided or made available to City or any proposed or current Authorized User in connection with the Agreement.

6.4 No Publicity. Other than as expressly set forth herein, neither Party may use or reference the other Party's name, logo, trademarks or service marks in a press release or otherwise without the prior consent of such other Party in each instance. Subject to Section 6.1, City may use Uber's name to advertise its Dial -a – Ride program on its website, social media and other media.

7 Confidentiality.

7.1 Definition of Confidentiality. The term "**Confidential Information**" shall mean any confidential or proprietary business (whether marked "confidential" or not), technical or financial information or materials of a Party ("**Disclosing Party**") provided to the other Party ("**Receiving Party**") in connection with the Agreement, whether orally or in physical form, and shall include the terms of the Agreement. Confidential Information shall also include information that would reasonably be understood to be confidential to the Disclosing Party. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, (d) that Disclosing Party provides written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure or (e) that is required by law for Receiving Party to disclose .

7.2 Restrictions. Receiving Party agrees that (a) it will use Confidential Information solely for the purposes permitted under the Agreement, and (b) it will not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other request for disclosure of any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena, order or request and allow Disclosing Party to assert any available defenses to disclosure. For the avoidance of doubt, Linking Data, excluding any such information provided by individual Uber account holders, shall constitute City's Confidential Information and Uber may not (i) sell or otherwise publicly disclose any such Linking Data, or (ii) use any such Linking Data for any purpose that is detrimental or harmful to City.

7.3 Confidential Information Security. Receiving Party will protect the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. Uber shall comply with the then-current version of the Payment Card Industry Data Security Standard ("**PCI-DSS**") and Uber and its designated payment service provider will remain PCI-DSS certified and compliant at all times during the Term of the Agreement.

8 Security and Data Transfers.

8.1 Security. Uber shall implement appropriate technical and organizational measures to protect City Personal Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure. City shall implement appropriate technical and organizational measures to protect Uber Personal Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure (each instance, a "**Information Security Incident"**). City shall, without undue delay, but no greater than twenty-four (24) hours after, notify Uber in the event that City learns or has reason to believe that an Information Security Incident has occurred in relation to Uber Personal Data. Such notice shall be sent to the Uber persons or team designated to receive notices under the Main Agreement; and (2) via email to vendorsecurity@uber.com.This notification includes at least: (1) the nature of the breach of security measures; (2) the potentially compromised personal data and data subjects; (3) the duration and expected consequences of the Information Security Incident; and (4) any mitigation or remediation measures taken or planned in response to the Information Security Incident. Upon any such discovery, City shall (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the Information Security Incident, and (b) provide Uber with assurances reasonably satisfactory to Uber that such Information Security Incident will not recur. Additionally, if and to the extent any Information Security Incident occurs as a result of an act or omission of City, and if Uber determines that notices (whether in Uber's or City's name) or other remedial measures are warranted, City shall, at Uber's request and at City's cost and expense, undertake the aforementioned remedial actions.

8.2 Intentionally Omitted.

9 Intentionally Omitted.

10 Warranties; Disclaimer.

10.1 Mutual Warranties. Each Party hereby represents and warrants that (a) it has full power and authority to enter into the Agreement and perform its obligations under the Agreement and any applicable Product Addenda, (b) such Party's acceptance of the Agreement, as well as such Party's performance of the obligations set forth in the Agreement, does not and will not violate any other agreement to which such Party is a Party, (c) it is in compliance and shall remain in compliance during the Term, with all applicable laws, rules and regulations, including those relating to data protection, privacy, identity theft, data breach, consumer protection, and data security, and any applicable industry standards relating to privacy and data security applicable to the performance of its obligations hereunder, (d) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, and (e) such Party's Marks as provided by such Party pursuant to this Agreement will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third Party.

10.2 City Warranties. City represents and warrants that (a) City has all rights and legally adequate consents, where necessary, to provide Uber with the City Personal Data and any other information provided to Uber hereunder; (b) City will use Dashboard Data solely for legitimate business purposes including business expense, processing, accounting, and budgeting purposes; (c) City will only share and provide access to Dashboard Data to City personnel who have a business need to access such Dashboard Data; (d) City will not disclose Dashboard Data to any third party, unless expressly authorized in writing by Uber, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein; (e) City will not rent or sell Dashboard Data for any purpose not authorized by Uber; and (f) City will not disclose Dashboard Data nor disclose Uber's pricing or fares associated with Dashboard Data to a competitor of Uber.

10.3 ***Disclaimer.*** EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER PROVIDES THE UBER SERVICE, AND UBER APP, "AS IS" AND WITHOUT WARRANTY. UBER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE DASHBOARD, UBER SERVICE, OR UBER APP WILL MEET CITY'S REQUIREMENTS OR THAT THE OPERATION OF THE DASHBOARD, UBER SERVICE, OR UBER APP WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE DASHBOARD, UBER SERVICE, UBER APP, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. CITY ACKNOWLEDGES AND AGREES THAT THE UBER SERVICE IS A TECHNOLOGY SERVICE THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION, DELIVERY, AND LOGISTICS SERVICES PROVIDED BY INDEPENDENT THIRD-PARTY PROVIDERS. UBER IS NOT A TRANSPORTATION, DELIVERY, OR LOGISTICS PROVIDER. UBER DOES NOT GUARANTEE AVAILABILITY OF TRANSPORTATION, DELIVERY, OR LOGISTICS SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICES LEVELS

RELATED TO INDEPENDENT TRANSPORTATION, DELIVERY OR LOGISTICS PROVIDERS THAT MAY BE OBTAINED VIA THE UBER SERVICE.

11 Intentionally Omitted.

12 Limits of Liability.

12.1 OTHER THAN WITH RESPECT TO (i) A PARTY'S INDEMNIFICATION OBLIGATIONS IN THE AGREEMENT OR ANY APPLICABLE PRODUCT ADDENDUM, (ii) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF THE OBLIGATIONS SET FORTH IN SECTION 8 HEREIN (CONFIDENTIALITY), (iii) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF THE REPRESENTATIONS OR WARRANTIES IN THE AGREEMENT OR ANY APPLICABLE PRODUCT ADDENDUM , (iv) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF THE OBLIGATIONS SET FORTH IN SECTION 7 HEREIN (PROPRIETARY RIGHTS), OR (v) OR DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL UBER OR CITY BE LIABLE: (A) FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THE AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF UBER OR CITY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND, (B) UNDER THE AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING ONE MILLION DOLLARS ($1,000,000). IN NO EVENT SHALL THIS PROVISION APPLY TO ANY DAMAGES COVERED BY INSURANCE.

12.2 Each Party acknowledges that the foregoing limitations are an essential element of the agreement between the Parties, and that in the absence of such limitations, the terms set forth in the Agreement would be substantially different.

13 General.

13.1 Affiliates. The Parties hereby acknowledge and agree that City and each of its Affiliates may utilize the same Dashboard and any of the services provided under a Product Addendum upon execution of the Agreement and the applicable Product Addendum. Any such Affiliate shall be bound by all of the terms and conditions applicable to City under the Agreement, and entitled to all rights and protections afforded City under the Agreement, provided, however, City shall continue to bear legal responsibility for all acts or omissions of such Affiliate. The Parties further acknowledge and agree that any services to be rendered under this Agreement and any applicable Product Addendum may be performed by Uber directly, or by any of Uber's Affiliates.

13.2 Headings. Section headings are for convenience only and shall not be considered in the interpretation of the Agreement.

13.3 Non-Discrimination. City shall not, in its use of the Uber Service or any Uber Product under the Agreement, discriminate against any Authorized User, City User, employee, volunteer, or participant, or individual on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, gender identity or expression, religion, ancestry, national origin, disability, or age except that programs may target beneficial services for specific participant groups, as agreed upon between Uber and City. City acknowledges and agrees that upon Uber's receipt of evidence of City's discrimination under any of these categories, Uber shall have the right to immediately terminate the Agreement following notice to City.

UBER CENTRAL PRODUCT ADDENDUM
TO THE
UBER TRANSIT DASHBOARD ACCESS AGREEMENT

This Uber Central Product Addendum (the "**Product Addendum**") to the Terms is hereby incorporated by reference into the Agreement. Undefined, capitalized terms used herein shall have the meaning ascribed to them in the Agreement. This Product Addendum sets forth the terms under which an City may utilize the Dashboard to enable and use Uber Central. In the event of any conflict between the terms of the Agreement and this Product Addendum, the terms of this Product Addendum shall govern with respect to Uber Central.

1. Definitions. The following terms, as may be used only in this Product Addendum, shall have the meanings set forth below:

"**Active User**" means an individual (i) with an active Uber Account, or (ii) who has otherwise registered with Uber and accepted the End User Terms.

"**City User**" means an Active User or Guest User.

"Designated Recipient" means an individual authorized by an City User to provide information to Uber and receive notifications from Uber, including but not limited to through SMS messages, regarding such City User's trip.

"**Guest User**" means an individual who is not an Active User.

"**Uber Central**" means the Uber Transit product that, in connection with Uber's technology systems, enables the City to request rides, or deliveries through Uber Connect when available, on behalf of City's customers, clients, or other authorized individuals.

2. Provision of Services to City.

2.1 Access to Services. Upon execution of the Agreement, Uber will use commercially reasonable efforts to enable the City to access Uber Central via the Dashboard. In addition to the Dashboard features described in the Agreement, the Dashboard will enable City to (a) request rides on behalf of City Users, and (b) view monthly statements setting forth trips requested on behalf of City Users. City expressly acknowledges and agrees that any and all transportation services are provided neither by Uber nor by City, but by independent third-party providers. City acknowledges that City will incur User Charges to the account of City, and not to the applicable City User's personal Uber user account or credit card.

2.2 Active Users; Guest Users; Designated Recipients.

2.1.1. Prior to requesting the Uber Service on behalf of any City User, City shall obtain from the City User and submit to Uber the following information with respect to such City User: (a) first and last name, (b) active telephone number, (c) pick-up and drop-off location; and (d) pick-up time and other optional trip related data (e.g. billing code, trip purpose, and message to Drivers) (collectively, "**City User Data**"), in order to permit Uber to confirm whether such City User is an Active User or is a Guest User. City shall ensure that all data provided to Uber is accurate and complete, and Uber shall not be liable to City, any City User or any other Party with respect to inaccurate or incomplete City User Data supplied to Uber by City.

2.1.2. City shall be solely responsible for contacting, or facilitating contact with, any Guest User for whom City requests the Uber Service. Uber shall have no responsibility for contacting or providing messaging of any sort pursuant to this Product Addendum to any individual who is not an Active User.

2.1.3. City may provide to Uber the name and phone number of Designated Recipient(s) in order for Uber to provide notifications and detailed trip information, including real-time trip status, regarding an City User's trip, to such Designated Recipient, including via SMS. Uber shall not be liable to City, any City User, any Designated Recipient, or any other Party with respect to inaccurate or incomplete information supplied by City related to any Designated Recipient.

3. Privacy.

3.1. Definitions. "**City Personal Data**" means information provided by the City to Uber in connection with the Agreement relating to an identified individual, excluding any such information provided to Uber or any of its Affiliates by an Active User.

3.2. Roles of Parties. Each Party is an independent controller of the City Personal Data and Uber Personal Data. City will provide City Personal Data to Uber, for the provision of the services as described in this Product Addendum. City will only process Uber Personal Data for administrative purposes, to manage access control and for activity review purposes.

3.3. Compliance with Data Protection Laws. Each Party shall comply with the obligations applicable to it under the Data Protection Laws with respect to the processing of personal data (which includes City Personal Data and Uber Personal Data).

3.4. Data Restrictions.

3.4.1. City Restrictions. City agrees that it will use (or authorize the use of) Uber Personal Data and the Dashboard solely for legitimate business purposes, and will limit access to Uber Personal Data and the Dashboard solely to City's personnel who have a legitimate business need to access such Uber Personal Data and the Dashboard. City will not disclose Uber Personal Data to any third parties unless expressly authorized in writing by Uber, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein.

3.4.2. Uber Restrictions. Uber agrees that Uber shall use or disclose City Personal Data as necessary to provide the Uber Service or as required under applicable laws or regulations. Uber shall limit access to City Personal Data solely to Uber and its Affiliates' directors, officers, employees, consultants, or agents who have a legitimate business need to access such City Personal Data.

4. Effect of Termination. All outstanding payment obligations and Sections 1, and 3 - 4 of this Product Addendum shall survive the termination of this Product Addendum.

5. Warranties.

5.1. In addition to the warranties set forth in the Agreement, City represents and warrants that City will inform and obtain all necessary rights, permission and legally adequate consent from City Users (x) to share such City User's personal data with Uber, (y) to receive SMS messages or automated calls from Uber in connection with Uber Central and the Uber Service or to provide any communications pursuant to this Product Addendum, and (z) for Uber to provide City and any Designated Recipients with detailed trip information, including real-time trip status, for the trips charged to City's Corporate Account. City also represents and warrants that City will inform and obtain all necessary rights, permission and legally adequate consent from Designated Recipients (i) to share such Designated Recipient's personal data with Uber and (ii) to receive SMS messages from Uber in connection with Uber Central and the Uber Service or to provide any communications pursuant to this Product Addendum. City acknowledges that it may elect to utilize the Dashboard to request the Uber Service on behalf of Guest Users. Any such election is at City's sole discretion, and, in addition to City's indemnity obligations under the Agreement, City therefore will indemnify, defend and hold harmless Uber, its Affiliates and its and their directors, officers, employees, consultants, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable outside attorney fees) with respect to any third party claim, suit, action or proceeding arising out of or related to the use of the Uber Service by any Guest User.

UBER VOUCHERS PRODUCT ADDENDUM
TO THE
UBER TRANSIT DASHBOARD ACCESS AGREEMENT

This Uber Vouchers Product Addendum (the "**Product Addendum**") is hereby incorporated by reference into the Agreement. Undefined, capitalized terms used herein shall have the meaning ascribed to them in the Agreement. This Product Addendum sets forth the terms under which a City may utilize the Dashboard to enable and use Uber Vouchers. In the event of any conflict between the terms of the Agreement and this Product Addendum, the terms of this Product Addendum shall govern with respect to Uber Vouchers.

1. **Definitions**. The following terms, as may be used only in this Product Addendum, shall have the meanings set forth below:

   "**Community Guidelines**" means the guidelines available at https://www.uber.com/legal/en/document/?name=general-community-guidelines&country=united-states&lang=en, as may be amended from time to time by Uber in its sole discretion.

   "**Voucher Recipient**" means an individual that receives one or more Uber Vouchers sent or requested by the City. Voucher Recipients are City Users.

   "**Design Guidelines**" means the Uber Trademark Usage Guidelines available at https://developer.uber.com/docs/riders/guides/design-guidelines, as may be amended from time to time by Uber in its sole discretion pursuant to which City may use the Uber Trademark as set forth herein.

   "**Program**" means an event or series of events for which the City wants to provide a Voucher Recipient with an Uber Voucher in order to use the Uber Service.

   "**Redemption Value**" means the maximum amount for which a Voucher Recipient may utilize any single Uber Voucher to receive a full or partial payment for User Charges pursuant to this Product Addendum.

   "**Uber Voucher**" means a promotional code or link generated by City through the Dashboard that, when validly applied, allows an individual with an active Uber Account to receive a partial or full payment by City for User Charges up to the amount of the applicable Uber Voucher, subject to (a) any utilization requirements and limitations established by City, (b) the terms of this Product Addendum, and (c) other restrictions and limitations as Uber may determine from time to time that are generally applicable to all discount codes generated by Uber.

   "**Utilization Amount**" means the exact dollar amount of an Uber Voucher a Voucher Recipient utilized for User Charges and is a "Fee" as defined in the Agreement.

2. **Access to Services.** Upon execution of the Agreement, in accordance with the Scope of Services at Exhibit A with respect to the Dashboard training and access and as may be further mutually agreed by the Contract Officer and Uber's Principal, Uber will use commercially reasonable efforts to enable the City to access Uber Vouchers via the Dashboard. In addition to the features described in the Agreement, the Dashboard will enable City to (a) create and/or distribute Uber Vouchers in accordance with the terms of the Agreement; (b) view and pay Monthly Statements; and (c) view current, appoint new, and remove Administrators. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. City expressly acknowledges and agrees that any and all transportation services provided to Voucher Recipient are provided neither by Uber nor by City, but by independent third-party transportation and delivery providers. It is the City's sole responsibility to keep and maintain an accurate list of current Voucher Recipients to receive and utilize Uber Vouchers.

3. **Utilization Amount.** Upon redemption of an Uber Voucher by a Voucher Recipient or according to Batched Billing, Uber shall charge City the Utilization Amount of each such Uber Voucher, unless City participates in Monthly Billing, in which case City shall pay for the Utilization Amount pursuant to Section 6.2 of the Agreement. If the User Charges exceed the Uber Voucher value for an individual Voucher Recipient's transaction, Uber shall charge the balance to such Voucher Recipient's payment method on file in their Uber Account.

4. **Uber Vouchers.**

   4.1. Creating Uber Programs and Uber Vouchers; Limitations.

4.1.1. City may create Programs within the Dashboard, which will generate Uber Vouchers for the City to distribute to Voucher Recipients. Uber shall run such Programs only in the countries where Uber makes Uber Vouchers available to the City. City acknowledges and agrees that it is responsible for all marketing, promotion, and advertising of the Programs.

4.1.2. City may elect to either create a Program with: (a) a single Uber Voucher to distribute to all Voucher Recipients (a "**Single Code**"); or (b) individualized Uber Vouchers that City can distribute to each Voucher Recipient, which are limited to one (1) code per Voucher Recipient, and can only be used by the first Voucher Recipient who redeems the code (each an "**Individualized Code**"). City acknowledges and agrees that (a) Single Codes and Individualized Codes may not be used as intended if a Voucher Recipient shares the code with anyone other than a Voucher Recipient, (b) Uber has no way to prevent and bears no responsibility for such sharing or non-intended use, and (c) all of City's obligations under this Product Addendum apply no matter who redeems an Uber Voucher under this Product Addendum.

4.1.3. Single Codes. For any Program that utilizes a Single Code, City may limit the number of times such code can be used; provided, however, City must clearly and conspicuously disclose to each Voucher Recipient (i) that use of the code is not guaranteed, and (ii) the materials terms and conditions of each Single Code. City acknowledges and agrees that: (i) a Single Code may be used by individuals (including those who are not Voucher Recipients) City did not intend to target, but City will be financially responsible for the number of times the Single Code is used to access the Uber Service; and (ii) for any individual that tries to access a Single Code after the usage limitations have been met, Uber will direct such individual to contact City about such Single Code. Notwithstanding anything to the contrary, City acknowledges and agrees that in no event will Uber be liable to (i) any Voucher Recipients who were targeted to receive a Single Code but were unable to utilize such Single Code, or (ii) City for Uber's non-fulfillment of the Single Code as a result of usage limitations set by City.

4.1.4. Individualized Codes. For any Program that utilizes Individualized Codes, City bears responsibility to correctly deliver such codes to Voucher Recipients and to clearly and conspicuously disclose the material terms and conditions of each Individualized Code to each Voucher Recipient. City acknowledges and agrees that for any individual that tries to access an Individualized Code after such code has expired, Uber will direct such individual to contact the City about such Individualized Code. Notwithstanding anything to the contrary, City acknowledges and agrees that in no event will Uber be liable to (i) any Voucher Recipients who were targeted to receive an Individualized Code but were unable to utilize such Individualized Code, or (ii) City for Uber's non-fulfillment of the Individualized Code as a result of usage limitations set by City.

4.1.5. Uber Delivered Vouchers. In addition to creating Programs under this Product Addendum, City may choose to create an Uber Voucher for a specific Voucher Recipient by (i) requesting that Uber deliver such Uber Voucher to the Voucher Recipient via SMS message or by another agreed upon delivery method such as email (each an "**Uber Delivered Voucher**"), and (ii) providing to Uber such Voucher Recipient's first name and last name, as well as phone number and/or email address. Prior to creating an Uber Delivered Voucher, City shall obtain consent from the Voucher Recipient and submit to Uber the following information with respect to such Voucher Recipient: (a) first and last name, (b) active telephone number and/or email address, (c) and all information related to the Uber Voucher (collectively, "**Voucher Recipient Data**"), in order for Uber to deliver such Uber Voucher to the user via SMS message, email, the Uber App, or by another delivery method. City shall ensure that any Voucher Recipient Data City provides to Uber is accurate and complete, and Uber shall not be liable to City, any Voucher Recipient, or any other Party with respect to inaccurate or incomplete data supplied by City.

4.2. Uber Voucher Limitations. City shall ensure the maximum aggregate Redemption Value of Uber Vouchers that City has outstanding at any given time during the Term shall not exceed the credit amount approved by Uber for City's Batched Billing or Monthly Billing, unless Uber agrees in writing to allow City to distribute a different aggregate Redemption Value of Uber Vouchers. Each Uber Voucher created by City shall: (a) expire no later than twelve (12) months following the date on which City created the Uber Voucher; (b) have a minimum Redemption Value, as specified in the Dashboard, for each country in which City creates an Uber Voucher; (3) be valid for redemption in areas where Uber Vouchers are available until such Uber Voucher expires; and (4) be feasibly usable for the Voucher Recipient receiving such Uber Voucher (e.g., a Voucher Recipient cannot be located in New York, New York and receive a code that is only valid in San Francisco, California).

4.3. Restrictions of Use. City cannot use Uber Vouchers with any third-party promotion, agreement, relationship, marketing event, Driver, or any other use case without Uber's prior written consent. City agrees it will not apply, or allow to be applied, the Uber Voucher to an Uber Account without first disclosing all of the disclaimer set forth in Section 4.5.3 below.

4.4. Modification or Cancellation of Uber Vouchers. After City creates a Program, City may only: (a) update a Program to make such Program's restrictions and/or value more permissive if the Uber Voucher has not yet been distributed to Voucher Recipients; or (b) cancel a Program in its entirety, in which case City shall immediately notify all Voucher Recipients that (i) such Program is canceled, and (ii) City, and not Uber, decided to cancel the Program. Any such notification shall be subject to Uber's prior written approval. City acknowledges and agrees that if City modifies or cancels a Program: (a) City remains financially responsible to Voucher Recipients who received an Uber Voucher from City, whether or not the Voucher Recipient used such

Uber Voucher before City modified or canceled the Program; and (b) that if an individual is unable to use an Uber Voucher for any such modified or canceled Program, Uber will direct such individual to contact City about any modification or cancellation issues. Notwithstanding anything to the contrary, City acknowledges and agrees that in no event will Uber be liable to: (a) Voucher Recipients who received an Uber Voucher, but were not able to use such Uber Voucher following City's modifications to or cancellation of the Program by City, or (b) City for Uber's non-fulfillment of the Uber Voucher as a result of a modifications to or cancellation of the Program by City.

4.5. Marketing and Messaging Related to Uber Vouchers.

4.5.1. Marketing Guidelines. At all times during the Term, City shall follow the marketing guidelines available at https://developer.uber.com/docs/riders/guides/design-guidelines, which Uber may update from time to time in its discretion, and any other marketing guidelines the Parties have agreed to that the Parties have agreed to.

4.5.2. City Delivery of Uber Vouchers to Voucher Recipients. In the event City is delivering Uber Vouchers to Voucher Recipients, Uber will deliver Uber Vouchers to City in the form of code links, that City may deliver to Voucher Recipients via email or, if City has obtained legally-adequate consents under the Telephone Consumer Protection Act ("**TCPA**"), short message service ("**SMS**") message. In the event that City delivers such Uber Vouchers via email, City shall ensure that it is the sole sender of the email as defined by the CAN-SPAM Act and that Uber does not appear as the sender of such email. In the event that City delivers any Uber Vouchers via SMS message, City shall ensure that it has affirmative legally-adequate written consent from all Voucher Recipients to send them such messages and will make clear in all such messages that they are being sent by City (as opposed to Uber). City shall not deliver or attempt to deliver any Uber Vouchers through a public-facing or accessible website/page or via social media.

4.5.3. Uber Vouchers Disclaimer. City shall ensure that any delivery or distribution by City of an Uber Voucher to a Voucher Recipient, or any communication related thereto, shall include a prominent disclaimer notifying the Voucher Recipient that: (a) such Uber Voucher may only be redeemed for specific types of rides requested via Uber's mobile application: (b) such Uber Voucher is subject to a specific, defined expiration date; (c) such Uber Voucher is subject to specific, defined geographic restrictions; (d) such Uber Voucher is subject to a specific, defined maximum Redemption Value; (e) such Uber Voucher cannot be redeemed for goods or services outside of the Uber App; (f) once redeemed by a Voucher Recipient, any Uber Voucher value is not transferable to other Uber accounts, users or products; (g) Voucher Recipient and City will not receive any value or credit for any unused portions of such Uber Voucher; and (h) such Uber Voucher has no cash value and may not be redeemed for cash, except as required by law. The following is a pre-approved disclaimer for use with a Single Code: "Limited Availability. No cash value. One-time use only. Maximum discount of $[#] per redemption. Maximum of [#] [trips] per account. To redeem discount, Uber Voucher code [INSERT LINK] must be applied to Payment section of the Uber App prior to requesting the intended [trip]. Uber Voucher valid [DATE], [TIME], through [DATE], [TIME] [or, if applicable: Uber Voucher valid between [TIME] and [TIME] on [DATE]]. Uber Voucher expires [DATE] at [TIME]. Uber Voucher is only valid for trips placed using [add any vehicle or other restrictions as applicable]. Taxes and other fees will be covered provided that the value of the Uber Voucher is greater than the total order amount. Offer is non-transferable, subject to change or cancellation. Issues involving redemption and/or use of the Uber Voucher code should be directed to [YOUR CITY NAME] at [INSERT YOUR CITY CONTACT INFO]." City shall add at the beginning of the above pre-approved disclaimer paragraph the following for use with an Individualized Code: "Limited to one code per person. Can only be used by the first person who redeems the code. Non-transferable."

4.6. Uber Account Required.

4.6.1. Active Uber Account Required. City acknowledges and agrees that before a proposed individual Voucher Recipient can utilize an Uber Voucher pursuant to this Product Addendum, such proposed Voucher Recipient must have an active Uber Account to activate such Uber Voucher.

4.6.2. Restrictions. In addition to the restrictions set forth in Section 4 of the Agreement, City shall not, and shall not authorize others to modify or alter any Uber Voucher as created pursuant to this Product Addendum.

5. Uber Voucher Usage.

5.1. Uber Vouchers must be used by the recipient for personal use and cannot be resold by the recipient. Any additional marketing or advertising of the voucher by the recipient must comply with the terms of this Agreement.

5.2. City is responsible for lost, stolen, or misused Uber Vouchers unless otherwise required by law.

5.3. Uber reserves the right to close or suspend City's Corporate Account, or any Voucher Recipient's Uber Account, adjust balances and/or request alternative forms of payment if Uber determines, in its sole discretion, that any Uber Voucher issued hereunder is or has been fraudulently obtained or used.

5.4. Uber may cease offering the Uber Vouchers product at any time and for any reason.

6. Intellectual Property.

6.1. Use of Uber Marks; Guidelines. Any use by the City of Uber Marks hereunder shall be subject to Uber's prior written approval, which shall be deemed granted with respect to such uses compliant with the Design Guidelines. City will comply with the Design Guidelines, including without limitation, all additional directions given by Uber to City as to the content, colors, size, "look and feel" and other elements of any and all representations of Uber's Marks.

6.2. Inspection of Records. During the Term, Uber may request in writing that City provide to Uber all of City's relevant records, marketing materials, and communications (including but not limited to, email and SMS messages that City, any of its Affiliates, or any other third party sent to Voucher Recipients in connection with an Uber Voucher) that include the Uber Trademark (collectively, the "**Records**"). City shall provide the Records to Uber within thirty (30) calendar days of Uber's request for any such Records. In the event Uber, in its sole discretion, determines the City has not met its obligations with respect to the Uber Trademark as set forth in this Product Addendum, then Uber may terminate this Product Addendum and take any additional measures afforded to it by law or under the Agreement. City shall preserve, and shall cause all of its Affiliates to preserve, all of the aforesaid Records for a period of at least two (2) years from the termination or expiration of this Product Addendum.

7. Warranties. In addition to the warranties set forth in the Agreement, City represents and warrants that: (a) City shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder; (b) as it relates to City's activities involving the Uber Vouchers, including but not limited to the Programs, and the marketing, promotion, and any other forms of communication regarding the Uber Vouchers, City will (i) comply with the Design Guidelines, the Uber Voucher Marketing Guidelines, Community Guidelines, and all applicable law (including, without limitation, CAN-SPAM and TCPA); and (ii) ensure that any such marketing, promotion, or other form of communications does not harm the goodwill or reputation of Uber; (c) City is responsible for the full cost of all Uber Vouchers used, whether or not used as intended by Voucher Recipients or others; (d) if City modifies or cancels a Program, City remains responsible for the full cost of all Uber Vouchers distributed, whether or not used by Voucher Recipients; and (e) City will inform and obtain all necessary rights, permission, and legally-adequate consent from Voucher Recipients: (i) to receive SMS messages and other communications from Uber in connection with Uber Vouchers and the Uber Service; and (ii) for Uber to provide City with detailed trip information, including real-time trip status, for any trips such Voucher Recipient takes using the Uber Voucher created by City.

8. Privacy and Security.

8.1. Definitions. "City Personal Data" means information provided by the City to Uber in connection with the Agreement relating to an identified individual, excluding any such information provided to Uber or any of its Affiliates by a Voucher Recipient.

8.2. Roles of Parties. Each Party is an independent controller of the City Personal Data and the Uber Personal Data. City will provide City Personal Data to Uber, for the provision of services as described in this Product Addendum. City will only process Uber Personal Data for administrative purposes, to manage access control and for activity review purposes.

8.3. Lawfulness. City agrees to inform, and have an applicable legal basis to process personal data, and, where necessary, obtain consent from each Voucher Recipient: (a) to provide the Voucher Recipient's personal data to Uber; (b) for Uber to provide City with detailed information on, and real-time trip status of, the rides or meals charged to City's Corporate Account; and (c) to receive SMS messages and emails from Uber, and for Uber to otherwise contact each Voucher Recipient for the purpose of providing the Uber Service or to provide any communications pursuant to the Agreement.

8.4. Data Restrictions.

8.4.1. City Restrictions. City agrees that it will use (or authorize the use of) Uber Personal Data and the Dashboard solely for legitimate business purposes, and will limit access to Uber Personal Data and the Dashboard solely to City's personnel who have a legitimate business need to access such Uber Personal Data and the Dashboard. City will not disclose Uber Personal Data to any third parties unless expressly authorized in writing by Uber, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein.

8.4.2. Uber Restrictions. Uber agrees that Uber shall only use or disclose City Personal Data for the purposes described in this Agreement.

8.5. Compliance with Data Protection Laws. Each Party shall comply with the obligations applicable to it under the Data Protection Laws with respect to the processing of personal data.

8.6. Public Records Laws. Uber acknowledges that City may be subject to public records disclosure laws. City agrees to make diligent efforts to limit disclosure pursuant to any available bases stated in California or other applicable law, to notify Uber of such disclosure requirements at least five (5) days before disclosure, and to allow Uber reasonable opportunity to object to production. If City determines the material is not exempt from public disclosure law, City will notify Uber of the request and allow Uber twenty (20) business days to take whatever action it deems necessary to protect its interests. If Uber does not take any such action within said period, City may release the portions of record(s) deemed by City to be subject to disclosure. If City is required to release Uber's Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.

8.7. Nonpublic Information. If City mistakenly, inadvertently or inappropriately obtains access to any personal data related to an Uber Voucher or the Uber Services utilized by a rider or other Uber user in connection with this Product Addendum, City shall immediately notify and return it to Uber (and shall cause its Representatives to do the same). City shall not (i) copy, duplicate or otherwise reproduce or retain any portion of any personal data in any form or manner whatsoever, nor permit any of its Representatives to do so, nor (ii) enhance any database or any other files or other media by using any personal data.

9. Indemnification.

9.1. In addition to City's indemnity obligations under the Agreement, City will also indemnify, defend and hold harmless Uber, its Affiliates, and its and their respective directors, officers, employees, consultants, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable outside attorney fees) with respect to any third party claim, suit, action, or proceeding arising out of or related to the Programs and City's use and distribution of Uber Vouchers including but not limited to City's marketing, advertising, promoting, communicating, or delivering any such Uber Voucher to Voucher Recipients in any manner in any media. For avoidance of doubt, in the event that Voucher Recipients are unable to redeem an Uber Voucher because the funds attributable to such Uber Voucher have already been used, City shall indemnify Uber for any claims made by such Voucher Recipients.

9.2. Uber shall provide prompt notice to the City of any potential claim subject to indemnification hereunder. City will assume the defense of the claim through counsel designated by it and reasonably acceptable to Uber. City will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of Uber, which will not be unreasonably withheld. Uber will reasonably cooperate with the City in the defense of a claim, at the City's expense.

10. Use of City Logo. City hereby grants to Uber the right to use City's Marks, subject to Section 7.1 of the Agreement, in the Uber App, push notifications, emails, and SMS messages to help Voucher Recipients identify Uber Vouchers created by City.

11. Effect of Termination. Accrued and outstanding payment obligations, Sections 1, 3, 7 – 10 shall survive the expiration or termination of the Agreement.

EXHIBIT "D"
SCHEDULE OF COMPENSATION

I. The City shall pay User Charges as set forth in the "Uber Transit Dashboard Access Terms" attached as Exhibit "C".

II. The fare for the City User shall be $2.00 per Ride, plus any portion of a Ride cost that is in excess of $20.00. The $2.00 charge is referred to as a co-pay. The City will only subsidize a total of up to $18.00 per Ride through an Uber Voucher. Any additional Ride costs exceeding $20.00 will be paid by the City User, in addition to the $2.00 co-pay.

A. City User will pay Uber directly for the first $2.00 of the trip through their payment method (credit/debit card or gift card) saved on their Uber account. Contractor is required to apply the total of all co-payments collected from each month as a credit towards the City's monthly statement as described in Section D of Exhibit "A."

III. The fare for the City User shall be $0.00 per Ride for any Rides booked through Uber Central. These Rides may only occur if specifically requested by the Coordinator.

IV. The City will compensate Contractor as set forth in Section 5 of Exhibit "C". All City User ridership information shall be accessible through the Administrative Dashboard as described in Section I.F of Exhibit "A."

V. The total compensation for the Services shall not exceed $4,000,000, or $800,000 per year, as provided in Section 2.1 of this Agreement.

EXHIBIT "E"
SCHEDULE OF PERFORMANCE

I. In coordination with City's Contract Officer, Contractor shall complete a series of three phases within a four-week schedule to implement a successful launch of the Voucher Program. The proposed four-week schedule may be expedited if necessary.

A. Phase I: Planning (approximately two weeks)

1. Initiation and Design

B. Phase II: Implementation (approximately two weeks)

1. Build, Train, Train, Test, and Deploy

C. Phase III: Maintenance and support (ongoing)

1. Ongoing support and refinement of City's Voucher Program on an as-needed basis

II. City User may request rides via the Uber App twenty-four hours per day (24/7), three hundred sixty-five days per year (365), including all holidays.

III. City may request rides for City User through Uber Central twenty-four hours per day (24/7), three hundred sixty-five days per year (365), including all holidays.

RFP 25-004: Dial-A-Ride Services

Uber

Proposal Evaluation Criteria		Maximum Points
A	**Proposer/Staff Expertise & Experience**: Qualifications, experience, technical knowledge, required certifications of Proposer, and key personnel. Demonstrated experience and successful contract performance as a specialized provider of Dial-A-Ride services for local municipalities. Proposers' ability and experience to operate the project as specified in the RFP. - Qualifications and experience of Key Personnel team members - Network of vehicles and drivers - Customization of tools and parameters to meet program needs	25 points 23.25
B	**Past Performance**: Client satisfaction with similar scope of work, proven ability to perform tasks on schedule, and history of reasonable and cooperative working relationships with current and/or former municipalities. The City may use past performance information obtained from sources outside of those provided by proposers. - Average Booking time - Average Waiting time - Government agency partnerships	25 points 24
C	**Work Methodology**: Demonstrated understanding of requirements and ability to meet the requirements of the City. Approach to Scope of Services and available company resources. Overall quality of proposal. - Company measures for driver accountability and behavior - End user experience (trip status updates, trip progress, etc.) - Quality and completeness of proposal	20 points 18.75
D	**Fee Proposal**: Cost to provide the services and personnel as they relate to the RFP requirements and methodology. Rates detailed are competitive and in line with the services being requested. Proposal provides an overall cost-effective solution. - Cost comparison using Carson ridership data - Wheelchair fee, Call center fee	30 points 26.25
	SCORE	92.25 / 100

RFP 25-004: Dial-A-Ride Services

Administrative Services Co Op

Proposal Evaluation Criteria		Maximum Points
A	**Proposer/Staff Expertise & Experience**: Qualifications, experience, technical knowledge, required certifications of Proposer, and key personnel. Demonstrated experience and successful contract performance as a specialized provider of Dial-A-Ride services for local municipalities. Proposers' ability and experience to operate the project as specified in the RFP. - Qualifications and experience of Key Personnel team members - Network of vehicles and drivers - Customization of tools and parameters to meet program needs	25 points 22.5
B	**Past Performance**: Client satisfaction with similar scope of work, proven ability to perform tasks on schedule, and history of reasonable and cooperative working relationships with current and/or former municipalities. The City may use past performance information obtained from sources outside of those provided by proposers. - Average Booking time - Average Waiting time - Government agency partnerships	25 points 20.25
C	**Work Methodology**: Demonstrated understanding of requirements and ability to meet the requirements of the City. Approach to Scope of Services and available company resources. Overall quality of proposal. - Company measures for driver accountability and behavior - End user experience (trip status updates, trip progress, etc.) - Quality and completeness of proposal	20 points 17.25
D	**Fee Proposal**: Cost to provide the services and personnel as they relate to the RFP requirements and methodology. Rates detailed are competitive and in line with the services being requested. Proposal provides an overall cost-effective solution. - Cost comparison using Carson ridership data - Wheelchair fee, Call center fee	30 points 25.75
	SCORE	85.75 / 100

Report to Honorable Mayor and City Council

Tuesday, September 30, 2025, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVING AMENDMENT NO. 3 TO CONTRACT NO. 23-270 WITH T&G GLOBAL, LLC, DBA ST. NICK'S CHRISTMAS LIGHTING AND DECOR, TO AUTHORIZE HOLIDAY DECORATION ENHANCEMENTS FOR THE 2025 WINTER HOLIDAY SEASON

I. SUMMARY

On October 3, 2023, the City Council approved a three-year agreement with T&G Global LLC, dba St. Nick's Christmas Lighting and Décor, to provide holiday decoration services at City Hall, the Carson Event Center, and select City streets. The contract was approved at an annual cost of $157,894, for a not-to-exceed total of $473,682 (Exhibit No. 1). Since then, the Council has authorized two amendments:

- Amendment No. 1 (Nov. 21, 2023): Additional enhancements for the 2023 holiday season at a cost of $48,525 (Exhibit No. 2).
- Amendment No. 2 (Sept. 17, 2024): Additional enhancements for the 2024 holiday season at a cost of $49,056 (Exhibit No. 3).

For the 2025 holiday season, staff recommends approval of Amendment No. 3, which authorizes further decoration enhancements at a cost of $63,035 (Exhibits No. 4-5). This amount is in addition to the annual contract fee of $157,894, bringing the not-to-exceed total contract sum to $634,298 (Exhibit No. 5).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 3 to Contract No. 23-270 between the City of Carson and T&G Global, LLC, dba St. Nick's Christmas Lighting & Décor, authorizing holiday decoration enhancements for the 2025 winter holiday season at a cost of $63,035.00, which is in addition to the annual contracted fee of $157,894.00 (Exhibit No. 5; "Amendment No. 3"); and
2. AUTHORIZE the Mayor to execute Amendment No. 3, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action City Council deems appropriate.

IV. BACKGROUND

On June 29, 2023, the City of Carson issued Request for Proposals (RFP) No. 23-022 for holiday decorating services at City Hall, the Carson Event Center, and select City streets. The scope of services included the full installation and removal of holiday décor. Following a competitive bidding process and thorough review, T&G Global, LLC, dba St. Nick's Christmas Lighting and Décor ("St. Nick's") was selected as the most qualified vendor based on experience, reputation, staff credentials, project understanding, service capacity, past performance, and prior work with the City. The contract was approved by the City Council on October 3, 2023 (Exhibit No. 1), with an initial three-year term and two optional one-year extensions, at an annual not-to-exceed cost of $157,894, or $473,682 for the initial term.

On November 21, 2023, the City Council approved Amendment No. 1 (Exhibit No. 2), authorizing additional holiday decoration enhancements for the 2023 season in the amount of $48,525, increasing the not-to-exceed contract total to $522,207. On September 17, 2024, the City Council approved Amendment No. 2 (Exhibit No. 3), authorizing further enhancements for the 2024 season at a cost of $49,056, bringing the not-to-exceed contract total to $571,263.

For the 2025 winter holiday season, staff is proposing additional decoration enhancements as outlined in St. Nick's cost proposal (Exhibit No. 4) and detailed in Recital E of the draft Amendment No. 3 (Exhibit No. 5). These enhancements are slightly more extensive than in prior years and include:

- Carson Event Center: Lighted "Happy Holidays" sign, lighted bow, tree enhancements, and seated Santa in sleigh
- Civic Center Bridge: Six (6) archways and a lighted "Happy Holidays" sign
- City Hall: Stair garland, tree bows, planter lights, and tree enhancements
- Carson Street & Avalon Boulevard: Lighted tree and bush wraps
- Carson Street & Avalon Boulevard: Forty (40) 8 ft lighted pole-mount displays

The proposed cost of the 2025 enhancements is $63,035 (Exhibits No. 4-5) which reflects street pole changes along Carson Street and Avalon Boulevard. Under the original scope approved by City Council in 2023, the decor included forty (40) 3ft x 6ft lighted street banners at a cost of $650 for a total of $28,000. For the 2025 holiday season, all banners would be replaced by larger and more sophisticated 8ft lighted pole mount displays. The cost for each lighted pole mount is $986 which results in a $336 per unit increase or $13,440 total for all 40 poles. The remaining cost increase is attributed to additional warm white decorative lighting in the City Hall Bridge area. As in previous years, this cost is in addition to the annual contract fee of $157,894, resulting in a revised not-to-exceed contract total of $634,298 for the initial three-year term.

V. FISCAL IMPACT

Funds for this service are budgeted in the adopted FY 2025-26 Community Services/Recreation/Park Maintenance Department Operating Budget and will be included in future budgets under Account No. 101-90-930-101-6004.

VI. EXHIBITS

1. Contract No. 23-270
2. Amendment No. 1 to Contract No. 23-270
3. Amendment No. 2 to Contract No. 23-270
4. 2025 Holiday Decorations Cost Proposal
5. Proposed Amendment No. 3 to Contract No. 23-270

Attachments

Contract 23-270.pdf
Amendment 1 to Contract 23-270.pdf
Amendment 2 to Contract 23-270.pdf
2025 additional holiday decorations cost proposal.pdf
Proposed Amendment No. 3 to Contract 23-270.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR, a California limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal submitted in response to City's Request for Proposals No. 23-022, which proposal shall be incorporated herein by this reference as though fully set forth herein ("Proposal"). In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Four Hundred Seventy-Three Thousand Six Hundred Eighty-Two Dollars and No Cents ($473,682.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Daniel Christenson	Director of Sales
(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 Bobby Grove, Community Services Superintendent. 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] DC
> Consultant Initials

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials DC

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

For _____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By: _____
Name: Daniel Christenson
Title: Director of Sales

By: _____
Name: Nicholas Adams
Title: Managing Member
Address: 6861 Walker St.
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: 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. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By: _____
Name: Daniel Christenson
Title: Director of Sales

By: _____
Name: Nicholas Adams
Title: Founder
Address: 6861 Walker St.
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: 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. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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 OCTOBER 05, 2023 before me, MARILYN T. BARSANA, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DANIEL CHRISTENSON,
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.

MARILYN T. BARSANA
Notary Public • California
Los Angeles County
Commission # 2346009
My Comm. Expires Feb 9, 2025

Signature Marilyn T. Barsana (Seal)

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 OCTOBER 05, 2023 before me, MARILYN T. BARSANA, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared NICHOLAS ADAMS,
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.

MARILYN T. BARSANA
Notary Public - California
Los Angeles County
Commission # 2346009
My Comm. Expires Feb 9, 2025

Signature Marilyn T. Barsana (Seal)

T & G Global, LLC

6861 Walker Street
La Palma, CA 90623

LLC Resolution

The following resolution is hereby adopted by all members of T & G Global, LLC:

Resolved, that Allen Wade Francis as managing member, Nicholas Adams as managing member, and/or Daniel Christenson as Director of Sales are hereby authorized to enter into contracts on behalf of T & G Global, LLC; and to sign all associated documents. Only one signature is required to bind T & G Global, LLC unless more signatures are required by the client. This resolution is valid for two years from the date stated below.

This resolution is adopted May 1, 2023 and acknowledged by all members.

Wade Francis — 5/1/23

Allen Wade Francis — Date

5/25/23

Nicholas Charles Adams — Date

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Design, development, technical and artistic direction of the City's winter holiday themed décor and lighting programs, include the holiday decoration of City Hall, Carson Event Center, bordering streets, and other areas ("Holiday Programs").

B. Provide all decorations and ornaments, materials, labor, supplies, equipment, tools, transportation, and other items on temporary/rental basis as necessary for the installation and execution of the Holiday Programs, as detailed below. Under no circumstances may Consultant use, or expect to use, City equipment, materials, supplies, or staff to perform any of the Services. All access to electrical work and electric timer is to be coordinated with the City's Public Works Department.

C. Installation and removal of all décor and lighting for Holiday Programs.

D. Décor and lighting for the Holiday Programs shall be as set forth in the table below. For each area described in the subheadings of the table below, Consultant shall offer City three décor package options as set forth in Consultant's Proposal for each Holiday Program (e.g., 2023/24, 2024/25, 2025/26), and the Contract Officer shall have discretion to decide which option(s) to select. Additionally, Consultant shall offer three ornament décor package/color options as set forth in Consultant's Proposal for each Holiday Program and each applicable area within each Holiday Program, and the Contract Officer shall have discretion to decide which one(s) to select for each Holiday Program and area. The selection of a décor package option pursuant to this paragraph shall have no impact on compensation to Consultant, as all options are offered for the same rates and total compensation set forth in Exhibit "C".

Description	Quantity
Carson Event Center - East Entrance	
72" decorated and LED lit wreath with red bow	1
Medium palm trees wrapped at center with 700 LED warm white light	4
18FT lighted and decorated garland with red bow	10
Medium palm tree - fronds lighted with green mini lights, crown with red mini lights	4
5FT lighted and red bow on awning	1
12FT lighted walk-thru ornament	1
Carson Event Center – Northeast Entrance	
275FT LED C9 perimeter lighting	1
Small bushes with LED mini lights	6
Small tree trunks and branches wrapped with mini lights	6
Small scroll potted trees wrapped with mini lights	3
6FT winter wonderland scene with reindeer in grassy/bush area	1

Small trees wrapped	4
6 FT wreath decorated with ornaments – included in proposal	1
Carson Event Center - Northeast Lobby	
6.5 FT LIVE tree purchase, install, and removal – no decorations	1
Carson Event Center - Atrium	
Small tree trunks and branches wrapped with mini lights	8
60" decorated and LED lit wreath with red bow	1
9FT garland swags with gold bows	5
6FT lighted reindeer on west grass area	3
90"x20" LED lighted scrolls on each column	8
36" lighted tear drop sprays with bows	16
New custom holiday vinyl banners ** install ONLY	8
12FT lighted walk-thru ornament	1
20 FT LIVE tree purchase, install, and removal – no decorations	1
Carson Event Center - Patio A Courtyard	
Small tree trunks wrapped with branches	2
Medium lollipop tree trunks wrapped with mini lights	6
Small bushes with LED mini lights (net lighting, approx. 20 nets)	20
Large banana tree trunk wrapped with mini lights	1
City Hall - Fountain Area	
Custom holiday music system player	1
24 FT Light and decorate live tree	1
24 FT LIVE tree purchase, install, and removal	1
12FT Decorated and lit wreath with large red bow	1
Medium palm tree trunks wrapped with mini lights	4
Medium palm trees with RGB up lights	4
Medium light posts wrapped with lit garland and red bows	2
Small bushes with LED mini lights (net lighting, approx. 10 nets)	5
10FT giant lighted red bow on top of city hall building	1
20FT Lighted "Happy Holidays" sign	1
Medium palm tree fronds lighted with green mini lights	4
City Hall - Main Entrance	
60" decorated and lit wreath with bow	1
Medium tree trunks wrapped with mini lights (left of pathway)	7
Medium tree trunks wrapped with mini lights (right of pathway)	3
Medium tree trunks wrapped with mini lights (left side of building)	14
9FT stairs inside City Hall leading to Council Chambers garland with lights	2
C9 lights glued to archway of city hall entrance	4
C9 lights affixed to the angled pillars on the side of the building	10

2FT animated lighted snowfall topper for live tree	1
14 FT LIVE tree purchase, install, and removal – no decorations	1
City Hall - Pedestrian Bridge Area	
220FT lit garland wrapped along bridge	1
48" decorated and lit wreath with red bows	4
Large pine trees in median trunk only wrapped with mini lights	10
Small bushes with LED mini lights (net lighting, 10 nets needed)	4
100FT fountain railing wrapped with mini lights	1
760FT C9 perimeter lighting	1
Large tree trunks and branches wrapped with mini lights	6
Small palm tree trunks wrapped with mini lights	12
Projector with custom GoBo	1
Carson Street - Right Side of Street	
Medium palm tree trunks wrapped with mini lights	17
Street Banners - Carson and Avalon	
3x6FT Lighted street banners on Carson from Bonita to Main	20
3x6FT Lighted street banners from 220th to Del Amo	20
Commercial grade red tinsel garland to all poles	80

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

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: N/A

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

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

A. Wade Francis, CFO

B. Brenda Sheridan, Director of Operations

C. Daniel Christenson, Director of Sales

D. Stephanie Escobar, Creative Director

E. Jovany Villela, Account Executive

F. Bryce Eskes, Account Executive

G. Bret Green, Structural Engineer

H. Alonso Salazar, Senior Installer

I. Carlos Vasquez, Senior Installer

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(Added text is indicated in ***bold italics***, deleted text in ~~strikethrough~~)

I. Section 3.4 ("Term") is amended as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three (3)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***City, at its sole discretion, has the option to extend the term of the Agreement for up to two additional one-year periods upon written notice to Consultant.***"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services at the following rates (itemized prices are per Holiday Program):

RFP 23-022 Holiday Decorations & Banners - St Nick's Christmas Lighting & Décor
Pricing for 3-Year Contract

Description	Quantity	Unit Price	Total Price
Community Center - East Entrance			
72" decorated and LED lit wreath with red bow	1	$ 435.00	$ 435.00
Medium palm trees wrapped at center with 700 LED warm white light	4	$ 275.00	$ 1,100.00
18FT lighted and decorated garland with red bow	10	$ 550.00	$ 5,500.00
Medium palm tree - fronds lighted with green mini lights, crown with red mini lights	4	$ 250.00	$ 1,000.00
5FT lighted and red bow on awning	1	$ 2,300.00	$ 2,300.00
12FT lighted walk-thru ornament	1	$ 5,750.00	$ 5,750.00
Community Center - North East Entrance			
275FT LED C9 perimeter lighting	1	$ 1,925.00	$ 1,925.00
Small bushes with LED mini lights	6	$ 150.00	$ 900.00
Small tree trunks and branches wrapped with mini lights	6	$ 150.00	$ 900.00
Small scroll potted trees wrapped with mini lights	3	$ 100.00	$ 300.00
6FT winter wonderland scene with reindeer in grassy/bush area	1	$ 2,250.00	$ 2,250.00
Small trees wrapped	4	$ 150.00	$ 600.00
6FT wreath Decorated with ornaments	1	Comp	$ -
Carson Event Center - North Lobby			
6.5FT LIVE tree purchase, install, and removal - no decorations	1	$ 675.00	$ 675.00
Community Center - Atrium			
Small tree trunks and branches wrapped with mini lights	8	$ 175.00	$ 1,400.00
60" decorated and LED lit wreath with red bow	1	$ 300.00	$ 300.00
9FT garland swags with gold bows	5	$ 285.00	$ 1,425.00
6FT lighted reindeer on west grass area	3	$ 300.00	$ 900.00
90"x20" LED lighted scrolls on each column	8	$ 525.00	$ 4,200.00
36" lighted tear drop sprays with bows	16	$ 225.00	$ 3,600.00
New custom holiday vinyl banners **Install Only - Banners Purchased by City in 2021**	8	$ 125.00	$ 1,000.00
12FT lighted walk-thru ornament	1	$ 5,750.00	$ 5,750.00
20FT LIVE tree purchase, install, and removal - no decorations	1	$ 7,150.00	$ 7,150.00
Community Center - Patio A Courtyard			
Small tree trunks wrapped with branches	2	$ 225.00	$ 450.00
Medium lollipop tree trunks wrapped with mini lights	6	$ 265.00	$ 1,590.00
Small bushes with LED mini lights (net lighting, approx. 20 nets)	20	$ 100.00	$ 2,000.00
Large banana tree trunk wrapped with mini lights	1	$ 350.00	$ 350.00
City Hall - Fountain Area			
Custom holiday music system player	1	$ 2,750.00	$ 2,750.00
24FT Light and decorate live tree	1	$ 9,750.00	$ 9,750.00
24FT LIVE tree purchase, install, and removal	1	$ 8,500.00	$ 8,500.00
12FT Decorated and lit wreath with large red bow	1	$ 2,650.00	$ 2,650.00
Medium palm tree trunks wrapped with mini lights	4	$ 275.00	$ 1,100.00
Medium palm trees with RGB up lights	4	$ 250.00	$ 1,000.00
Medium light posts wrapped with lit garland and red bows	2	$ 250.00	$ 500.00
Small bushes with LED mini lights (net lighting, approx. 10 nets)	5	$ 150.00	$ 750.00
10FT giant lighted red bow on top of city hall building	1	$ 3,250.00	$ 3,250.00
20FT Lighted "Happy Holidays" sign	1	$ 1,000.00	$ 1,000.00
Medium palm tree fronds lighted with green mini lights	4	$ 250.00	$ 1,000.00
City Hall - Main Entrance			
60" decorated and lit wreath with bow	1	$ 425.00	$ 425.00
Medium tree trunks wrapped with mini lights (left of pathway)	7	$ 175.00	$ 1,225.00
Medium tree trunks wrapped with mini lights (right of pathway)	3	$ 175.00	$ 525.00
Medium tree trunks wrapped with mini lights (left side of building)	14	$ 175.00	$ 2,450.00
9FT stairs inside City Hall leading to Council Chambers garland with lights	2	$ 325.00	$ 650.00
C9 lights glued to archway of city hall entrance	4	$ 550.00	$ 2,200.00
C9 lights affixed to the angled pillars on the side of the building	10	$ 235.00	$ 2,350.00
2FT animated lighted snowfall topper for live tree	1	$ 299.00	$ 299.00
14FT LIVE tree purchase, install, and removal - no decorations	1	$ 4,500.00	$ 4,500.00
City Hall - Bridge Area			
220FT lit garland wrapped along bridge	1	$ 3,950.00	$ 3,950.00
48" decorated and lit wreath with red bows	4	$ 325.00	$ 1,300.00
Large pine trees in median trunk only wrapped with mini lights	10	$ 150.00	$ 1,500.00
Small bushes with LED mini lights (net lighting, 10 nets needed)	4	$ 150.00	$ 600.00
100FT fountain railing wrapped with mini lights	1	$ 300.00	$ 300.00
760FT C9 perimeter lighting	1	$ 5,320.00	$ 5,320.00
Large tree trunks and branches wrapped with mini lights	6	$ 350.00	$ 2,100.00
Small palm tree trunks wrapped with mini lights	12	$ 150.00	$ 1,800.00
Projector with custom GoBo	1	$ 1,000.00	$ 1,000.00
Carson Street - Right Side of Street			
Medium palm tree trunks wrapped with mini lights	17	$ 200.00	$ 3,400.00
Street Banners - Carson and Avalon			
3x6FT Lighted street banners on Carson from Bonita to Main	20	$ 650.00	$ 13,000.00
3x6FT Lighted street banners from 220th to Del Amo	20	$ 650.00	$ 13,000.00
Commercial grade red tinsel garland to all poles	80	$ 125.00	$ 10,000.00
		Total Annual Cost - 3 Year Contract	**$ 157,894.00**

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, to the extent applicable:**

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 $473,682.00 as provided in Section 2.1 of this Agreement.**

V. **The Consultant's billing rates for all personnel are attached as Exhibit C-1. N/A**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

A. Installation and removal of the décor and lighting for each of the Holiday Programs shall occur during the following time frames:

	Start	Finish
Installation	No earlier than one week prior to Thanksgiving*	No later than the Sunday following Thanksgiving
Removal	No earlier than January 2	No later than January 7

*City Hall and the Community Center are closed November 24 – November 25 (Thanksgiving and Day After). However, Consultant can still install exterior decorations.

II. Consultant shall deliver the following tangible work products to the City by the following dates. N/A

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kelly Williams Insurance Agency, Inc. 4400 E. Pacific Coast Hwy. Long Beach CA 90804	**CONTACT NAME:** Gina Villacis **PHONE (A/C, No, Ext):** (562) 498-8661 **FAX (A/C, No):** (562) 985-0429 **E-MAIL ADDRESS:** gina@kellywilliamsins.com
INSURED T&G Global, LLC, DBA: St. Nick's Christmas Lighting and Décor 6861 Walker St La Palma CA 90623	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Mesa Underwriters Specialty — 36838 **INSURER B:** United Financial Casualty Company — 11770 **INSURER C:** Scottsdale Insurance Company — 41297 **INSURER D:** Insurance Company of the West — 27847 **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** CL2391804393 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	MP0082001006709	09/07/2023	09/07/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY	Y	Y	00885549	09/07/2023	03/07/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XLS1225999	09/07/2023	09/07/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WSA 5073087 00	09/29/2023	09/29/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to all policy terms, endorsements, and exclusions.
City of Carson, its elected and appointed officers, employees, volunteers and agents GL form CG 20 10 11 85 and primary CG 20 01 04 13 and CG 24 04 10 93 waiver. Auto endorsement from Progressive and WC waiver form 99 06 34 included.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

INSURANCE APPROVED
RG
10/12/2023

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

(Ed. 8-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 2 % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER	CALIFORNIA OPERATIONS ONLY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/29/2023 Policy No. WSA 5073087 00 Endorsement No.

Insured T & G GLOBAL, LLC Premium $ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

T&G GLOBAL, LLC
POLICY NUMBER: MP0082001006709
EFFECTIVE 9/7/2023 - 9/7/2024

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

A person or organization that qualifies as an "insured" under the above paragraph of this Endorsement shall be an additional insured solely with respect to such additional insured's liability for "bodily injury," property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions in the performance of "your work" for the additional insured on or at "commercial construction projects."

For the purposes of this Endorsement, "commercial construction projects" are defined as buildings or structures constructed for commercial use and also includes apartments, hotels, homes for the aged, dormitories or barracks. However, "commercial construction projects" shall not include any building or structure which contains individual owner occupied units or dwellings.

.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Copyright, Insurance Services Office, Inc., 1984

KELLY WILLIAMS INS
4400 E PACIFIC COAST
LONG BEACH, CA 90804

PROGRESSIVE COMMERCIAL

Named insured

T&G GLOBAL, LLC
ST. NICK'S CHRISTMAS LIGHTING SERVICES
6861 WALKER ST
LA PALMA, CA 90623

Policy number: 00885549
Underwritten by:
United Financial Cas Co
August 16, 2023
Policy Period: Sep 7, 2023 - Mar 7, 2024

agent.progressive.com
Online Service
Make payments, check billing activity, print policy documents, update your policy or check the status of a claim.

1-562-498-8661
KELLY WILLIAMS INS
Contact your agent for personalized service.

1-800-444-4487
For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your revised Renewal Declarations Page

Your policy information has changed

This Renewal Declarations Page is effective only if the minimum amount due to renew your policy is received or postmarked by September 7, 2023.

Your coverage begins on September 7, 2023 at 12:01 a.m. This policy expires on March 7, 2024 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852CA (02/19), 4757 (02/19), Z442 (02/19), 1198 (07/16), 8610 (02/19), 4852CA (02/19), 4881CA (02/19) and Z228 (01/11).

The named insured organization type is a corporation.

Policy changes effective September 7, 2023

Premium change:	$0.00
Changes:	City Of La Quinta has been added as an additional insured.

Continued

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			$5,712
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Any Auto Legal Liability To Others			113
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Uninsured/Underinsured Motorist	$500,000 combined single limit		544
Uninsured Motorist Property Damage	Rejected		--
Medical Payments	$5,000 each person		107
Comprehensive			194
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			1,025
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			**$7,695.00**
Waiver of Subrogation Fee			25.00
Additional Insured Fee			75.00
California Vehicle Assessment Fee			3.52
Total 6 month policy premium and fees			**$7,798.52**

Number of Employees: (0-10)

Important information about fees

The following additional fees may apply:

Late payment fee $10.00

Fee for returned checks or refused payments $20.00

Rated drivers

1. SERVIO P ALDANA
2. CARLOS VASQUEZ AVILA
3. BELTER N DIAZ ALEGRIA
4. FELIX A FLORESSALAZAR
5. MAICOL D ACOSTA

Auto coverage schedule

1. **2007 FORD ECONO/CLUB WGN** Actual Cash Value (plus $2,000.00 Permanently Attached Equip)
VIN: **1FTNE14W57DB14977** Garaging Zip Code: 90623 Radius: 300 miles
Personal use: N Body type: Cargo Van

	Liability Premium	UM/UIM Premium	Med Pay Premium		
Liability Premium	$1241	$166	$32		
	Comp Deductible	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
Physical Damage Premium	$1,000	$18	$1,000	$53	**$1,510**

2. **2004 FORD ECONO/CLUB WGN** Actual Cash Value (plus $2,000.00 Permanently Attached Equip)
VIN: **1FTNE24L54HA87358** Garaging Zip Code: 90623 Radius: 300 miles
Personal use: N Body type: Cargo Van

	Liability Premium	UM/UIM Premium	Med Pay Premium		
Liability Premium	$1161	$166	$30		
Physical Damage Premium	**Comp Deductible**	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
	$1,000	$20	$1,000	$45	**$1,422**

3. **2016 RAM RAM CHASSIS 550** Stated Amount: * $82,000 (including Permanently Attached Equip)
VIN: **3C7WRMDL1GG148551** Garaging Zip Code: 90623 Radius: 300 miles
Personal use: N Body type: Bucket Truck

	Liability Premium	UM/UIM Premium	Med Pay Premium		
Liability Premium	$1064	$106	$20		
Physical Damage Premium	**Comp Deductible**	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
	$1,000	$58	$1,000	$347	**$1,595**

4. **2021 Ford F650 SUPER DUTY** Stated Amount: * $84,000 (including Permanently Attached Equip)
VIN: **1FDNF6AN8MDF06042** Garaging Zip Code: 90623 Radius: 300 miles
Personal use: N Body type: Box Truck

	Liability Premium	UM/UIM Premium	Med Pay Premium		
Liability Premium	$2246	$106	$25		
Physical Damage Premium	**Comp Deductible**	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
	$1,000	$98	$1,000	$580	**$3,055**

*A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Premium discount

Policy	
00885549	Multi-Product

Loss Payee information

1.	Loss Payee	Auto 3	ALTEC CAPITAL SERVIC 33 INVERNESS CTR PKW BIRMINGHAM, AL 35242 2016 RAM RAM CHASSIS 550 (3C7WRMDL1GG148551)

Continued

Additional Insured information

1.	Additional Insured	ALTEC CAPITAL SERV 33 INVERNESS CT BIRMINGHAM, AL 35242
2.	Additional Insured	CITY OF CARSON 701 E CARSON ST CARSON, CA 90745
3.	Additional Insured	FS CREIT 555 AVIATI 555 S AVIATION ELSE GUNDO, CA 90245
4.	Additional Insured	CITY OF LOS ANGELES 200 N MAIN ST LOS ANGELES, CA 90012
5.	Additional Insured	CUSTOM TRUCK ONE SO 14670 RANDALL A FONTANA, CA 92335
6.	Additional Insured	CITY OF LONG BEACH P.O. BOX 570 LONG BEACH, CA 90801
7.	Additional Insured	ONTARIO INTERNATION 1923 E AVION ST ONTARIO, CA 91764
8.	Additional Insured	CITY OF BUENA PARK 6650 BEACH BLVD BUENA PARK, CA 90621
9.	Additional Insured	BUREAU OF STREET LI 1149 S BROADWAY LOS ANGELES, CA 90015
10.	Additional Insured	CITY OF WEST HOLLYWOOD PO BOX 947 MURRIETA, CA 92564
11.	Additional Insured	CITY OF BUENA PARK 6650 BEACH BLVED BUENA PARK, CA 90621
12.	Additional Insured	Glendale I Mall Assoc LP; Glendale II Mall Assoc LLC RE Mall Management Office 100 W Broadway, Ste 100 Glendale, CA 91210
13.	Additional Insured	City Of La Quinta 78-495 Calle Tampico La Quinta, CA 92253

Waiver of Subrogation information

1.	Waiver of Subrogation	ONTARIO INERNATIONAL AIRPORT AUTHORITY 1923 E AVION ST ONTARIO, CA 91764

Continued

Important coverage notice

Please inform us if your business owns any vehicles that are not currently described on the Declarations Page. Remember that all vehicles owned by your business must be specifically described on the Declarations Page at the beginning of each policy term for Any Auto Liability coverage to apply to an owned, unlisted vehicle during the term.

Important Notice

For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Company officers

Cary W. Fincher

President

Patricia M. Conway

Secretary

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and T&G GLOBAL, LLC dba St. Nick's Christmas Lighting & Décor, a California limited liability company ("Consultant"), is effective as of the 27th day of November, 2023.

RECITALS

A. Pursuant to a Request for Proposals ("RFP") issued by the City, City and Consultant entered into that certain Agreement for Contract Services dated October 24, 2023 ("Agreement") whereby Consultant agreed to provide the City with winter holiday decoration services for the 2023-24, 2024-25, and 2025-26 holiday seasons in exchange for compensation in the amount of $157,894 per year, or a not-to-exceed Contract Sum of $473,682.

B. City and Consultant now desire to amend the Agreement to add further decoration services for the 2023 winter holiday season, and in certain cases to replace or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services is $48,525, and the parties desire to increase the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $522,207.

C. The additional decorations are within the scope of the RFP, which provided the contract awarded pursuant thereto would allow the City to rent holiday decorations and street banner products and services on an "as needed" basis, and which requested proposers to submit their total line of available products and services, to include a separate holiday decoration enhancements addendum ("enhancements" was defined for this purpose in the RFP as items that may be added to the RFP at the City Council's sole discretion based on the available options) with pricing for consideration in addition to the basic package. Consultant did so, but due to timing issues, City approved the Agreement prior to determining the desired enhancements. Inclusion of the additional decorations in the Agreement when it was originally approved would not have impacted the selection of Consultant for the award, as the RFP was issued pursuant to CMC 2611(b) and was not required to be awarded to the "lowest responsive and responsible bidder." Per the RFP, the proposers were ranked based on the evaluation criteria set forth in the RFP, which did not include cost, and St. Nick's received the highest score. Staff also found that St. Nick's rates were fair, reasonable and competitive with the other proposers.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~strikethrough~~).

A. Section 1.2, "Consultant's Proposal," is hereby amended as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal submitted in response to City's Request for Proposals No. 23-022, which proposal shall be incorporated herein by this reference as though fully set forth herein ("Proposal"). ***For the 2023/24 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on November 8, 2023.*** In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern."

B. Section 2.1, "Contract Sum," is hereby amended as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Five Hundred Twenty-Two Thousand Two Hundred Seven Dollars ($522,207)*** ~~Four Hundred Seventy-Three Thousand Six Hundred Eighty-Two Dollars and No Cents ($473,682.00)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

C. A new subsection E is hereby added to Section I of Exhibit "A," "Scope of Services," to read as follows:

"E. The following additional/replacement Décor and Lighting shall be provided for the 2023/24 Holiday Program:

Description	Quantity
Community Center - East Entrance	
12FT Warm White LED Walkthrough Arch (Swap for 12FT Walkthrough Ornaments)	1
Community Center - North East Entrance	
14FT Lighted Happy Holidays Sign - Red	1
36" lighted tear drop sprays	2
8FT Red Lighted Sleigh	1
8FT Lighted Red Bow	1
Carson Event Center - North Lobby	
Increase 6.5FT tree size to 8-9FT	1
Decorate and Light 8FT Tree with Warm White Lights and St Nick's Ornaments	1
Community Center - Atrium	
12FT Lighted Gift Box (Swap for Walkthrough Ornament)	1
10FT Lighted Tinsel Santa Motif with Bench	1

Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
Community Center - Patio A Courtyard	
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20
City Hall - Fountain Area	
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2
City Hall - Main Entrance	
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2
36" Red bows With Gold Trim on Trees in Front of City Hall	21
Warm White Mini Lights in City Hall Entrance Planter Boxes	22
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
City Hall - Bridge Area	
10FT Red/White Archway over the bridge - 6 Total Arches	1
14FT Lighted Happy Holidays Sign - Red	1
New Tree Wraps - Carson and Avalon	
New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12
New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24

D. The following table is hereby added to Section I of Exhibit "C," "Schedule of Compensation" to provide the pricing for the additional décor and lighting for the 2023/24 Holiday Program:

Pricing for Additional/Replacement Lighting & Décor for 2023/24 Winter Program

Description	Quantity	Unit Price	Total Price
Community Center - East Entrance			
12FT Warm White LED Walkthrough Arch (Swap for 12FT Walkthrough Ornaments)	1	$ -	$-
Community Center - North East Entrance			
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$750.00
36" lighted tear drop sprays	2	$ 225.00	$450.00
8FT Red Lighted Sleigh	1	$1,850.00	$1,850.00
8FT Lighted Red Bow	1	$3,250.00	$3,250.00

Carson Event Center - North Lobby			
Increase 6.5FT tree size to 8-9FT	1	$ 295.00	$295.00
Decorate and Light 8FT Tree with Warm White Lights and St Nick's Ornaments	1	$ 975.00	$975.00
Community Center - Atrium			
12FT Lighted Gift Box (Swap for Walkthrough Ornament)	1	$ -	$-
10FT Lighted Tinsel Santa Motif with Bench	1	$9,750.00	$9,750.00
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$7,250.00	$7,250.00
Community Center - Patio A Courtyard			
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20	$-	$-
City Hall - Fountain Area			
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1	$-	$-
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2	$-	$-
City Hall - Main Entrance			
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2	$ 325.00	$ 650.00
36" Red bows With Gold Trim on Trees in Front of City Hall	21	$ 95.00	$ 1,995.00
Warm White Mini Lights in City Hall Entrance Planter Boxes	22	$ 150.00	$ 3,300.00
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$4,750.00	$ 4,750.00
City Hall - Bridge Area			
10FT Red/White Archway over the bridge - 6 Total Arches	1	$6,750.00	$ 6,750.00
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$ 750.00
New Tree Wraps - Carson and Avalon			
New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12	$ 160.00	$ 1,920.00
New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24	$ 160.00	$ 3,840.00

E. Section IV of Exhibit "C," "Schedule of Compensation," is hereby amended as follows:

"IV. The total compensation for the Services shall not exceed ***$522,207*** ~~$473,682.00~~ as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By:
Name: Daniel Christensen
Title: Director of Sales

By:
Name: Nicholas Adams
Title: Founder
Address: 6861 Walker St.
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: 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. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By: _____
Name: Daniel Christenson
Title: Director of Sales

By: _____
Name: Nicholas Adams
Title: Founder
Address: 6861 Walker St.
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: 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. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, 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 Nov. 27, 2023 before me, Jaase Elleese Smith Notary Public, personally appeared Nicholas Adams, 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: _____

JAASE ELLEESE SMITH
Notary Public - California
Los Angeles County
Commission # 2403547
My Comm. Expires May 25, 2026

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On Nov. 27, 2023 before me, Jaasi Elleese Smith, Notary Public, personally appeared Daniel Christensen, 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: _____

JAASE ELLEESE SMITH
Notary Public - California
Los Angeles County
Commission # 2403547
My Comm. Expires May 25, 2026

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

T & G Global, LLC

6861 Walker Street
La Palma, CA 90623

LLC Resolution

The following resolution is hereby adopted by all members of T & G Global, LLC:

Resolved, that Allen Wade Francis as managing member, Nicholas Adams as managing member, and/or Daniel Christenson as Director of Sales are hereby authorized to enter into contracts on behalf of T & G Global, LLC; and to sign all associated documents. Only one signature is required to bind T & G Global, LLC unless more signatures are required by the client. This resolution is valid for two years from the date stated below.

This resolution is adopted May 1, 2023 and acknowledged by all members.

Wade Francis — 5/1/23

Allen Wade Francis — Date

5/25/23

Nicholas Charles Adams — Date

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and T&G GLOBAL, LLC dba St. Nick's Christmas Lighting & Décor, a California limited liability company ("Consultant"), is effective as of the 5th day of September, 2024.

RECITALS

A. Pursuant to a Request for Proposals ("RFP") issued by the City, City and Consultant entered into that certain Agreement for Contract Services dated October 24, 2023 ("Agreement"), whereby Consultant agreed to provide the City with winter holiday decoration services for the 2023-24, 2024-25, and 2025-26 holiday seasons in exchange for compensation in the amount of $157,894.00 per year, or a not-to-exceed Contract Sum of $473,682.00

B. Effective November 27, 2023, City and Consultant entered into Amendment No. 1 to the Agreement to add further decoration services for the 2023 winter holiday season, and in certain cases to replace (for the 2023 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services was $48,525.00, and Amendment No. 1 increased the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $522,207.00

C. City and Consultant, by this Amendment No. 2, desire to amend the Agreement to add further decoration services for the 2024 winter holiday season, and in certain cases to replace (for the 2024 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services is $49,056.00, and the parties desire, by this Amendment No. 2, to increase the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $571,263.00

D. The additional decorations are within the scope of the RFP, which provided the contract awarded pursuant thereto would allow the City to rent holiday decorations and street banner products and services on an "as needed" basis, and which requested proposers to submit their total line of available products and services, to include a separate holiday decoration enhancements addendum ("enhancements" was defined for this purpose in the RFP as items that may be added to the RFP at the City Council's sole discretion based on the available options) with pricing for consideration in addition to the basic package. Consultant submitted its enhancements addendum for the 2023 winter holiday season as part of its proposal in response to the RFP, and has now submitted its enhancements addendum for the 2024 winter holiday season which is similar to its approved enhancements addendum for the 2023 winter holiday season. Inclusion of the additional decorations in the Agreement when it was originally approved would not have been feasible and would not have impacted the selection of Consultant for the award, as the RFP was issued pursuant to CMC 2611(b) and was not required to be awarded to the "lowest responsive and responsible bidder." Per the RFP, the proposers were ranked based on the evaluation criteria set forth in the RFP, which did not include cost, and St. Nick's received the highest score. Staff

and the City Council also found that St. Nick's rates were and continue to be fair, reasonable and competitive with the other proposers.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~strikethrough~~).

A. Section 1.2, "Consultant's Proposal," is hereby amended as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal submitted in response to City's Request for Proposals No. 23-022, which proposal shall be incorporated herein by this reference as though fully set forth herein ("Proposal"). For the 2023/24 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on November 8, 2023. ***For the 2024/25 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on May 7, 2024.*** In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern."

B. Section 2.1, "Contract Sum," is hereby amended as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Five Hundred Seventy-One Thousand Two Hundred Sixty-Three Dollars ($571,263.00)*** ~~Five Hundred Twenty-Two Thousand Two Hundred Seven Dollars ($522,207)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

C. A new subsection F is hereby added to Section I of Exhibit "A," "Scope of Services," to read as follows:

"E. The following additional/replacement Décor and Lighting shall be provided for the 2024/25 Holiday Program:

Description	Quantity
Community Center - North East Entrance	
14FT Lighted Happy Holidays Sign - Red	1
36" lighted tear drop sprays	2
8FT Lighted Red Bow	1
Carson Event Center - Northeast Lobby	
Increase 6.5FT tree size to 8-9FT	1
Decorate and Light 8-9FT Tree with Warm White Lights and St Nick's Ornaments	1
Community Center - Atrium	
12FT Ornament Bench – Red Tinsel with Warm White LED Lights	1
6FT Fiberglass Santa Seated in Sleigh	1
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
Community Center - Patio A Courtyard	
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20
City Hall - Fountain Area	
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2
City Hall - Main Entrance	
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2
36" Red bows With Gold Trim on Trees in Front of City Hall	21
Warm White Mini Lights in City Hall Entrance Planter Boxes	22
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
City Hall - Bridge Area	
10FT Red/White Archway over the bridge - 6 Total Arches	1
14FT Lighted Happy Holidays Sign - Red	1
New Tree Wraps - Carson and Avalon	
New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12
New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24

D. The following table is hereby added to Section I of Exhibit "C," "Schedule of Compensation," to provide the pricing for the additional décor and lighting for the 2024/25 Holiday Program:

Pricing for Additional/Replacement Lighting & Décor for 2024/25 Winter Program

Description	Quantity	Unit Price	Total Price
Community Center - North East Entrance			
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$750.00
36" lighted tear drop sprays	2	$ 225.00	$450.00
8FT Lighted Red Bow	1	$3,250.00	$3,250.00
Carson Event Center - Northeast Lobby			
Increase 6.5FT tree size to 8-9FT	1	$ 295.00	$295.00
Decorate and Light 8-9FT Tree with Warm White Lights and St Nick's Ornaments	1	$ 975.00	$975.00
Community Center - Atrium			
12FT Ornament Bench – Red Tinsel with Warm White LED Lights	1	$9,256.00	$9,256.00
6FT Fiberglass Santa Seated in Sleigh	1	$2,875.00	$2,875.00
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$7,250.00	$7,250.00
Community Center - Patio A Courtyard			
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20	$-	$-
City Hall - Fountain Area			
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1	$-	$-
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2	$-	$-
City Hall - Main Entrance			
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2	$ 325.00	$650.00
36" Red bows With Gold Trim on Trees in Front of City Hall	21	$ 95.00	$1,995.00
Warm White Mini Lights in City Hall Entrance Planter Boxes	22	$ 150.00	$3,300.00
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$4,750.00	$4,750.00
City Hall - Bridge Area			
10FT Red/White Archway over the bridge - 6 Total Arches	1	$6,750.00	$6,750.00
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$750.00

New Tree Wraps - Carson and Avalon			
New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12	$ 160.00	$1,920.00
New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24	$ 160.00	$3,840.00

E. Section IV of Exhibit "C," "Schedule of Compensation," is hereby amended as follows:

"IV. The total compensation for the Services shall not exceed ***$571,263.00*** ~~$473,682.00~~ as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by Amendment No. 1 and this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and this Amendment No. 2 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and in Amendment No. 1. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By: Wade Francis
Name:
Title: Managing Member

By: Daniel Christenson
Name: Daniel Christenson
Title: Director of Sales
Address: 6861 Walker St.
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: 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. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, 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

See Attached Certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 19th September 2024 before me, Priyanka Jain, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared ALLEN WADE FRANCIS
Name(s) of Signer(s)

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.

PRIYANKA JAIN
COMM. #2431908
Notary Public - California
Los Angeles County
My Comm. Expires Dec. 20, 2026

Signature Priyanka
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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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

See Attached Certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 19th September 2024 before me, Priyanka Jain, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared DANIEL CHRISTENSON
Name(s) of Signer(s)

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.

PRIYANKA JAIN
COMM. #2431908
Notary Public - California
Los Angeles County
My Comm. Expires Dec. 20, 2026

Signature P Jain
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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T & G Global, LLC

6861 Walker Street
La Palma, CA 90623

LLC Resolution

The following resolution is hereby adopted by all members of T & G Global, LLC:

Resolved, that Allen Wade Francis as managing member, Nicholas Adams as managing member, and/or Daniel Christenson as Director of Sales are hereby authorized to enter into contracts on behalf of T & G Global, LLC; and to sign all associated documents. Only one signature is required to bind T & G Global, LLC unless more signatures are required by the client. This resolution is valid for two years from the date stated below.

This resolution is adopted May 1, 2023 and acknowledged by all members.

Wade Francis — 5/1/23

Allen Wade Francis — Date

5/25/23

Nicholas Charles Adams — Date

QUOTE

 # EST-000926

St. Nick's Christmas Lighting & Decor
6861 Walker Street
La Palma California 90623
U.S.A

Quote Date : 11 Sep 2025

Reference# : Additions to Holiday Scope - '25 - Update 9 /11

Bill To
City of Carson

#	Item & Description	Qty	Rate	Amount
	Community Center - North East Entrance			
1	14FT Lighted Happy Holidays Sign - Red	1	750.00	750.00
2	8FT Lighted Red Bow	1	3,250.00	3,250.00
	Carson Event Center - North Lobby			
3	Increase 6.5FT tree size to 8-9FT	1	295.00	295.00
4	Decorate and Light 8FT Tree with Warm White Lights and St Nick's Ornaments	1	975.00	975.00
	Community Center - Atrium			
5	8FT Santa Sleigh with 6FT Warm White LED Reindeer	1	5,750.00	5,750.00
6	6FT Fiberglass Seated Santa in Sleigh	1	2,875.00	2,875.00
7	Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	7,250.00	7,250.00
	City Hall - Main Entrance			
8	9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2	325.00	650.00
9	36" Red bows With Gold Trim on Trees in Front of City Hall	21	95.00	1,995.00
10	Warm White Mini Lights in City Hall Entrance Planter Boxes - 5 Strands of Light per planter	22	150.00	3,300.00
11	Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	4,750.00	4,750.00

#	Item & Description	Qty	Rate	Amount
	City Hall - Bridge Area			
12	10FT Red/White Archway over the bridge - 6 Total Arches	1	6,750.00	6,750.00
13	14FT Lighted Happy Holidays Sign - Red	1	750.00	750.00
14	Additional Warm White Lights in Medium Pine Trees - Median	2	250.00	500.00
15	Additional Warm White Lights in Small Trees	7	160.00	1,120.00
16	Additional Warm White Lights in Medium Pine Trees	9	210.00	1,890.00
17	Additional Warm White Lights in Center Median	1	985.00	985.00
	Carson Carson & Avalon - Right Side of Street			
18	Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12	160.00	1,920.00
19	Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24	160.00	3,840.00
20	Avalon - Lights Warm White Lights in Bushes from city hall to Desford	1	0.00	0.00
	Street Banners - Carson & Avalon			
21	Larger 8FT Lighted Pole Mount Displays (Price for Larger Pole Mount - Pole Mount Contract Price $986 - $650 = $336)	40	336.00	13,440.00
			Sub Total	63,035.00
			Rental (0%)	0.00
			Total	**$63,035.00**

Notes

For any questions, please call the St Nick's office, (562)-438-0017.

Terms & Conditions

All estimates are valid for 30 days.

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 3") by and between the CITY OF CARSON, a California municipal corporation ("City") and T&G GLOBAL, LLC dba St. Nick's Christmas Lighting & Décor, a California limited liability company ("Consultant"), is effective as of the _____ day of _____, 2025.

RECITALS

A. Pursuant to a Request for Proposals ("RFP") issued by the City, City and Consultant entered into that certain Agreement for Contract Services dated October 24, 2023 ("Agreement"), whereby Consultant agreed to provide the City with winter holiday decoration services for the 2023-24, 2024-25, and 2025-26 holiday seasons in exchange for compensation in the amount of $157,894 per year, or a not-to-exceed Contract Sum of $473,682.

B. Effective November 27, 2023, City and Consultant entered into Amendment No. 1 to the Agreement to add further decoration services for the 2023 winter holiday season, and in certain cases to replace (for the 2023 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services was $48,525, and Amendment No. 1 increased the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $522,207.

C. Effective September 18, 2024, City and Consultant entered into Amendment No. 2 to the Agreement to add further decoration services for the 2024 winter holiday season, and in certain cases to replace (for the 2024 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services was $49,056, and Amendment No. 2 increased the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $571,263.

D. City and Consultant, by this Amendment No. 3, desire to amend the Agreement to add further decoration services for the 2025 winter holiday season, and in certain cases to replace (for the 2025 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services is $63,035, and the parties desire, by this Amendment No. 3, to increase the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $634,298.

E. The additional decorations are within the scope of the RFP, which provided the contract awarded pursuant thereto would allow the City to rent holiday decorations and street banner products and services on an "as needed" basis, and which requested proposers to submit their total line of available products and services, to include a separate holiday decoration enhancements addendum ("enhancements" was defined for this purpose in the RFP as items that may be added to the RFP at the City Council's sole discretion based on the available options) with pricing for consideration in addition to the basic package. Consultant submitted its enhancements addendum for the 2023 and 2024 winter holiday season as part of its proposal in response to the RFP and has now submitted its enhancements addendum for the 2025 winter holiday season, which

is similar to its approved enhancements addendum for the 2023 and 2024 winter holiday season, but with additional enhancements. Inclusion of the additional decorations in the Agreement when it was originally approved would not have been feasible and would not have impacted the selection of Consultant for the award, as the RFP was issued pursuant to CMC 2611(b) and was not required to be awarded to the "lowest responsive and responsible bidder." Per the RFP, the proposers were ranked based on the evaluation criteria set forth in the RFP, which did not include cost, and St. Nick's received the highest score. Staff and the City Council also found that St. Nick's rates were and continue to be fair, reasonable and competitive with the other proposers.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~strikethrough~~).

A. Section 1.2, "Consultant's Proposal," is hereby amended as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal submitted in response to City's Request for Proposals No. 23-022, which proposal shall be incorporated herein by this reference as though fully set forth herein ("Proposal"). For the 2023/24 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on November 8, 2023. For the 2024/25 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on May 7, 2024. ***For the 2025/26 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on September 11, 2025.*** In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern."

B. Section 2.1, "Contract Sum," is hereby amended as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Five Hundred Seventy-One Thousand Two Hundred Sixty-Three Dollars ($571,263)~~ ***Six Hundred Thirty-Four Thousand Two Hundred Ninety-Eight Dollars ($634,298)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

C. A new subsection G is hereby added to Section I of Exhibit "A," "Scope of Services," to read as follows:

"G. The following additional/replacement Décor and Lighting shall be provided for the 2025/26 Holiday Program:

Description	Quantity
Community Center - North East Entrance	
14FT Lighted Happy Holidays Sign - Red	1
8FT Lighted Red Bow	1
Community Center - North Lobby	
Increase 6.5FT tree size to 8-9FT	1
Decorate and Light 8FT Tree with Warm White Lights and St Nick's Ornaments	1
Community Center - Atrium	
8FT Santa Sleigh with 6FT Warm White LED Reindeer	1
6FT Fiberglass Seated Santa in Sleigh	1
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
Community Center - Patio A Courtyard	
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20
City Hall - Fountain Area	
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2
City Hall - Main Entrance	
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2
36" Red bows With Gold Trim on Trees in Front of City Hall	21
Warm White Mini Lights in Planter Boxes – 5 Strands of Light per planter	22
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
City Hall - Bridge Area	
10FT Red/White Archway over the bridge - 6 Total Arches	1
14FT Lighted Happy Holidays Sign - Red	1

Additional Warm White Lights in Medium Pine Trees – Median	2
Additional Warm White Lights in Small Trees	7
Additional Warm White Lights in Medium Pine Trees	9
Additional Warm White Lights in Center Median	1
Carson & Avalon – Right Side of Street	
Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12
Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24
Avalon – Lights Warm White Lights in Bushes from City Hall to Desford	1
Street Banners – Carson & Avalon	
Larger 8FT Lighted Pole Mount Displays	40

D. The following table is hereby added to Section I of Exhibit "C," "Schedule of Compensation," to provide the pricing for the additional décor and lighting for the 2025/26 Holiday Program:

Pricing for Additional/Replacement Lighting & Décor for 2025/26 Winter Program:

Description	Quantity	Unit Price	Total Price
Community Center - North East Entrance			
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$750.00
8FT Lighted Red Bow	1	$3,250.00	$3,250.00
Community Center - North Lobby			
Increase 6.5FT tree size to 8-9FT	1	$ 295.00	$295.00
Decorate and Light 8FT Tree with Warm White Lights and St Nick's Ornaments	1	$ 975.00	$975.00
Community Center - Atrium			
8FT Santa Sleigh with 6FT Warm White LED Reindeer	1	$5,750.00	$5,750.00
6FT Fiberglass Seated Santa in Sleigh	1	$2,875.00	$2,875.00
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$7,250.00	$7,250.00
Community Center - Patio A Courtyard			
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20	$0	$0

City Hall - Fountain Area			
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1	$0	$0
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2	$0	$0
City Hall - Main Entrance			
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2	$ 325.00	$650.00
36" Red bows With Gold Trim on Trees in Front of City Hall	21	$ 95.00	$1,995.00
Warm White Mini Lights in City Hall Entrance Planter Boxes – 5 Strands of Light per planter	22	$ 150.00	$3,300.00
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$4,750.00	$4,750.00
City Hall - Bridge Area			
10FT Red/White Archway over the bridge - 6 Total Arches	1	$6,750.00	$6,750.00
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$750.00
Additional Warm White Lights in Medium Pine Trees – Median	2	$ 250.00	$500.00
Additional Warm White Lights in Small Trees	7	$ 160.00	$1,120.00
Additional Warm White Lights in Medium Pine Trees	9	$ 210.00	$1,890.00
Additional Warm White Lights in Center Median	1	$ 985.00	$985.00
Carson & Avalon – Right Side of Street			
Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12	$ 160.00	$1,920.00
Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24	$ 160.00	$3,840.00
Avalon – Lights Warm White Lights in Bushes from City Hall to Desford	1	$0	$0
Street Banners – Carson & Avalon			
Larger 8FT Lighted Pole Mount Displays (Price for Larger Pole Mount: Pole Mount Contract Price of $986 minus $650 equals $336)	40	$ 336.00	$13,440.00

E. Section IV of Exhibit "C," "Schedule of Compensation," is hereby amended as follows:

"IV. The total compensation for the Services shall not exceed ***$634,298*** ~~$571,263.00~~ as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by Amendment No. 1, Amendment No. 2 and this Amendment No. 3, all provisions of the Agreement shall remain

unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and Amendment No. 2 and this Amendment No. 3 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and in Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 3, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

5. **Authority.** The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 3 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 3.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks, brj]

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 6861 Walker St.
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: 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. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Report to Honorable Mayor and City Council

Tuesday, September 30, 2025, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVING A PURCHASE ORDER TO ITERIS, INC. FOR EQUIPMENT PURCHASE FOR PROJECT NO. 1687 - CARSON STREET INTELLIGENT TRANSPORTATION SYSTEM (ITS) PROJECT AND CONSIDER APPROVING RESOLUTION 25-115, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING FISCAL YEAR 2025-2026 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS (CITY COUNCIL)

I. SUMMARY

The Public Works Department is advancing Project No. 1687: Carson Street Intelligent Transportation System (ITS) Project from Figueroa Street to the I-405 Northbound Ramps (Exhibit No. 1). This project will install video detection systems, traffic management systems, and network connections, linking each signalized intersection along the corridor to City Hall. The improvements will enhance traffic signal synchronization and overall traffic flow on Carson Street.

The City has been awarded $700,000 in grant funding from the Los Angeles County Metropolitan Transportation Authority (Metro) and has also allocated $300,000 in Proposition C funds, as approved by City Council on May 6, 2025. Proposition C is a voter-approved half-cent sales tax that supports public transit, transit-related capital improvements, and local transportation enhancements. To ensure timely project delivery, staff recommends purchasing the required ITS equipment in advance of construction. This approach allows the contractor to have equipment on hand at the start of construction, avoiding potential procurement delays. The equipment, supplied by Iteris, Inc., was selected to maintain compatibility with existing traffic signal systems currently in use throughout the City. The acquisition period is estimated at 6-8 weeks from the issuance of the Purchase Order.

The ITS equipment will be installed at 9 traffic signals along Carson Street, including the intersections at:

- Figueroa Street
- Moneta Avenue
- Main Street
- Orrick Avenue
- Dolores Street
- Grace Avenue
- Via Verde
- Avalon Boulevard
- Bonita Street

A construction contract for the ITS Project is expected to be awarded in the first quarter of 2026, with construction anticipated to begin in the second quarter and be completed by the third quarter of 2026.

Staff recommends that the City Council approve a Purchase Order with Iteris, Inc. in an amount not-to-exceed $295,206.28.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE the formal bidding process as allowed by CMC 2611(i)(2) Intellectual property with a unique or special purpose, as documented in writing by the Purchasing Manager.
2. WAIVE the formal contract requirement as allowed by CMC 2606(b).
3. APPROVE a Purchase Order with Iteris, Inc. for equipment on Project No. 1687 for a total amount not to exceed $295,206.28.
4. AUTHORIZE the Purchasing Division to issue a purchase order to Iteris, Inc.
5. ADOPT Resolution 25-115 “A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS," to allocate funds in the amount of $300,000.00 for PW1687 - Carson Street Intelligent Transportation System (Exhibit No. 4).

III. ALTERNATIVES

1. DO NOT APPROVE the above recommendations.
2. TAKE another action the City Council deems appropriate and consistent with the requirements of the law and the City’s Purchasing Ordinance.

IV. BACKGROUND

The City’s Capital Improvement Program (CIP) identifies Project No. 1687: Carson Street Intelligent Transportation System (ITS) Project from Figueroa Street to the I-405 Northbound Ramps. The project includes installing video detection systems, traffic management systems, and network connections to link each traffic signal along the corridor to City Hall, improving synchronization and overall traffic flow along Carson Street.

To ensure timely delivery, staff recommends purchasing the required ITS equipment prior to awarding the construction contract. This approach allows the manufacturer’s procurement process to begin immediately so that the selected contractor will have equipment on hand to begin construction as soon as the contract is awarded anticipated in first quarter of 2026. The proposed purchase order with Iteris, Inc. includes the following:

- 9 rack-mount cabinet interfaces (Iteris)
- 24 vector sensors (Iteris)
- 72 extension modules (Iteris)
- 9 rack-mount monitor drawers (Iteris)
- 12 camera sensors (Iteris)
- 4 traffic signal controllers (Econolite)

This equipment will be installed at 9 traffic signals scheduled for construction in FY 2025-26 along Carson Street, including the intersections at:

- Figueroa Street
- Moneta Avenue
- Main Street
- Orrick Avenue
- Dolores Street
- Grace Avenue
- Via Verde

- Avalon Boulevard
- Bonita Street

Iteris equipment has been successfully deployed in recent traffic signal upgrades and is specified to maintain system compatibility across the City's ITS network. Iteris products are also widely used in neighboring jurisdictions, making them easier to maintain under the City's existing LA County maintenance contract.

The Los Angeles County Metropolitan Transportation Authority (Metro) allocates Proposition C Local Return funds annually on a per-capita basis for eligible transit and transportation projects. Staff obtained Metro's approval to use Proposition C funds for PW1687 and subsequently received Council authorization on May 6, 2025, to allocate $225,000 to PW1687 and $75,000 to PW1688 (Avalon Traffic Signal Synchronization Program). Since then, staff has determined it necessary to allocate the full $300,000 in Proposition C funds to PW1687. It is anticipated that the construction phase of PW1687 will be funded with Measure M funds through the Los Angeles County Metropolitan Transportation Authority. The funding for this Council action i.e., approval of a purchase order with Iteris for the acquisition of equipment, will be provided through Proposition C funds, which have already been secured for the project.

In accordance with Carson Municipal Code (CMC) Section 2611(i)(2), competitive bidding may be waived for intellectual property with a unique or special purpose, as documented by the Purchasing Manager. Iteris equipment qualifies for this exemption because it incorporates proprietary and trademarked technologies (Vantage®, ClearGuide®, Edge®) that are essential for system compatibility. Using alternate equipment could result in interoperability issues, higher maintenance costs, and potential risks to public safety.

The Purchasing Manager has reviewed and documented the unique-purpose nature of this procurement and approved the waiver of competitive bidding, as well as waiver of a formal contract under CMC Section 2606(b) (Exhibit No. 2). Consequently, staff recommends City Council approve a Purchase Order with Iteris, Inc. in the amount of $295,206.28 (Exhibit No. 3) for equipment required to implement Project No. 1687: Carson Street ITS Project from Figueroa Street to I-405 Northbound Ramps.

V. FISCAL IMPACT

The proposed Purchase Order with Iteris, Inc. is for an amount not-to-exceed $295,206.28. While Council previously approved the use of Proposition C funds for PW1687 at its May 6, 2025 meeting, those funds were not carried forward into the current fiscal year. If Council approves the requested Purchase Order, the required funds will be allocated to Proposition C expense account 219-80-820-904-8023, pursuant to Resolution No. 25-115.

VI. EXHIBITS

1. Location Map
2. Purchasing Waiver: Iteris
3. Equipment Quote: Iteris
4. Resolution 25-115

Attachments

Exhibit 1. Location Map

Exhibit 2. Iteris Purchasing Waiver Signed by AR JT.pdf

Exhibit 3. Equipment Quote – Iteris

Exhibit 4. Resolution 25-115

EXHIBIT NO. 1

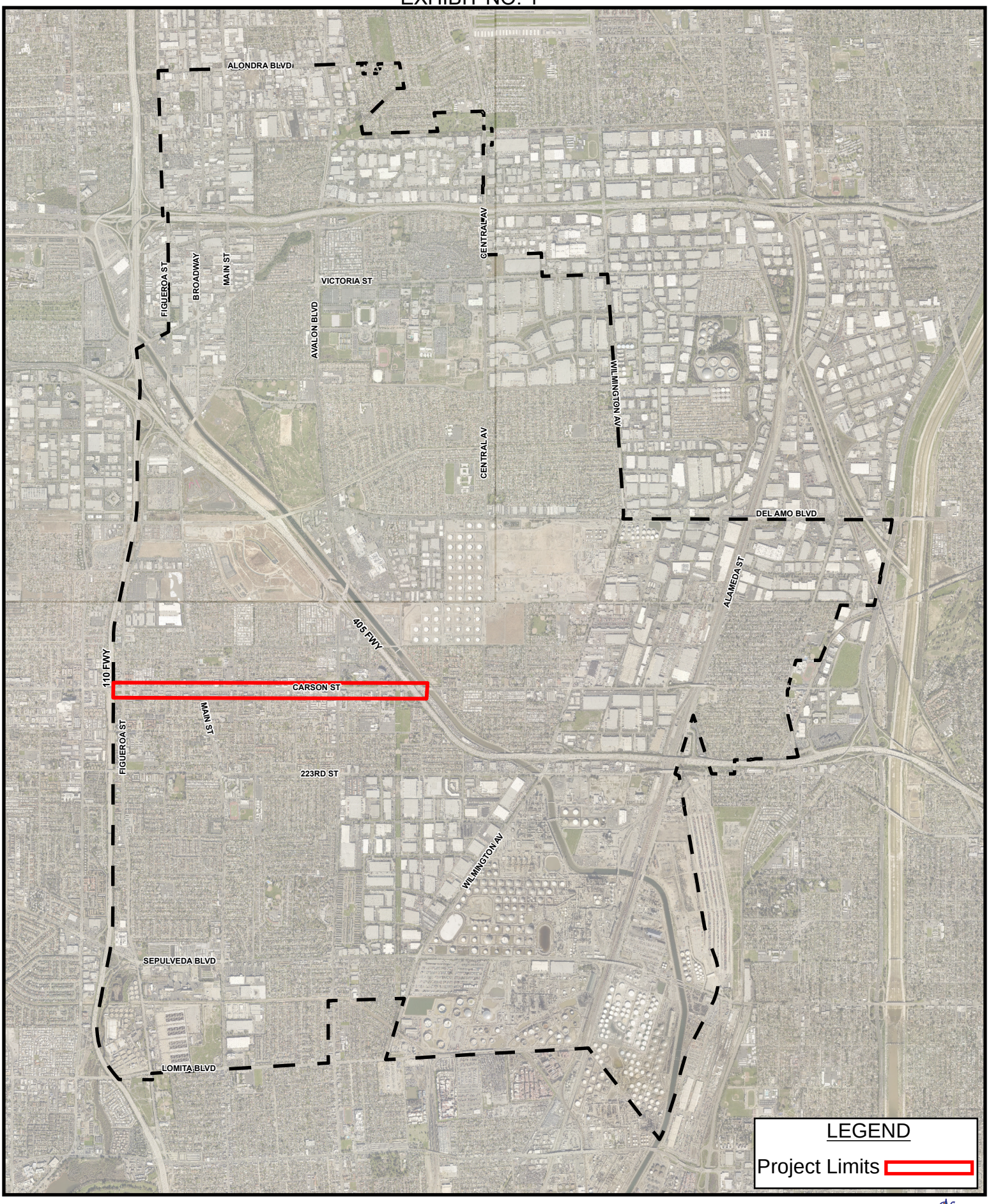


EXHIBIT NO. 1

Location Map
CARSON STREET ITS PROJECT

City of Carson

Date Printed 11/13/2019

Purchasing Division
701 E. Carson Street
Carson, CA 90745

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):

- [x] Formal Bidding (Section 2611])
- [x] Written Contract (Section 2605(1)(iii))

Waiver is being recommended pursuant to the following exception as identified in CMC Section 2611:

- [ ] (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))
- [x] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: **Vendor:**

Contract #: **Solicitation #:**

Contract Effective Date: **Contract Expiration:**

Specify the purchase details:

Amount: $295,206.28 **Vendor:** ITERIS,INC.

Written justification/description of purchase:

The proposed procurement involves proprietary software and hardware that are uniquely compatible with the City's existing Iteris system. The use of a different vendor and/or equipment would require replacement of the entire system, integration risk or failure, and maintaining dual systems which increases cost, complexity, and risk. Any mismatch or disruption to the City's existing traffic control system could lead to traffic signal failure.

**Attach all relative documentation including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, master contract agreement, etc.*

Authorized Department Staff:

Signature:

Date: 9-11-25

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

Purchasing:

09/18/25

Josilla Togiola, Purchasing Manager

iteris®

Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00018338

September 3, 2025

Agency: City Of Carson, CA
Contractor:
Project Name: 2025051922 Carson VDS quote
Reference: 2025051922 Carson, City of, VDS quote

Delivery Term: FOB Destination
Payment Terms: NET 30 Days
Sales Rep:

Fax or email Purchase Orders to: 949-270-9441 or rsorders@iteris.com. Please include Quote Number on your Purchase Order. Prices are valid for 30 days from the date of quote unless extended in writing. Prices on this quote include material only unless otherwise stated. For questions regarding this quotation, please contact the representative listed above.

01- 3 systems of all Vectors

Product Name	Product Description	Qty	Unit Price	Ext. Price
APEX-RM-PAK	Apex 2U Rackmount Cabinet Interface includes CI, PI, CDP supports up to 4 sensors and shipkit	3	$10,000.00	$30,000.00
APEX-VEC-48	48v Apex Vector Sensor	12	$3,700.00	$44,400.00
EXTMOD2-PAK	Extension Module 2 Channel includes RJ45 EMCABLE fits in NEMA Caltrans detector racks	24	$375.00	$9,000.00
MON-17HDMI	17 in Color LCD Monitor Drawer Generation 4 LCD 1U rack mount drawer with monitor 1 composite video 1 VGA and 1 HDMI video input NTSC PAL	3	$1,529.00	$4,587.00
TURN ON SUPPORT	Turn on requests outside of normal business hours M F 8:00am 5:00pm will require a $1,800.00 additional charge	3	$0.00	$0.00
				$87,987.00

02- 6 systems with 2 cameras and 2 Vectors

Product Name	Product Description	Qty	Unit Price	Ext. Price
APEX-CAM-48-PAK	PACK OUT KIT, CAMERA SENSOR A48	12	$2,500.00	$30,000.00
APEX-RM-PAK	Apex 2U Rackmount Cabinet Interface includes CI, PI, CDP supports up to 4 sensors and shipkit	6	$10,000.00	$60,000.00
APEX-VEC-48	48v Apex Vector Sensor	12	$3,700.00	$44,400.00
EXTMOD2-PAK	Extension Module 2 Channel includes RJ45 EMCABLE fits in NEMA Caltrans detector racks	48	$375.00	$18,000.00
MON-17HDMI	17 in Color LCD Monitor Drawer Generation 4 LCD 1U rack mount drawer with monitor 1 composite video 1 VGA and 1 HDMI video input NTSC PAL	6	$1,529.00	$9,174.00
TURN ON SUPPORT	Turn on requests outside of normal business hours M F 8:00am 5:00pm will require a $1,800.00 additional charge	6	$0.00	$0.00
				$161,574.00

03- Controllers

Iteris Roadway Sensor Products
Standard Terms and Conditions of Sale

1. **Sole Agreement**. These Standard Terms and Conditions of Sale for the sale and purchase of goods and services between Iteris, Inc. ("**Iteris**") and the purchaser or buyer ("**Purchaser**") indicated on the face of the price quotation, proposal, contract, sales order or offer from Iteris constitute the entire agreement between Iteris and Purchaser (the "**Agreement**") and supersede any prior agreement or understanding, whether oral or written, relating to the subject matter of this Agreement. Iteris shall not be bound by any terms or conditions not set forth in this Agreement, including but not limited to, any purchase order or purchase contract ("**Order**") from Purchaser that is in any way inconsistent with or in addition to this Agreement. This Agreement may not be expanded or modified except by an instrument in writing executed by an authorized representative of Iteris. Iteris' acceptance of Purchaser's Order shall not be deemed an acceptance of any modification to any term or condition contained herein, but rather an acceptance of Purchaser's agreement to purchase goods and services upon the terms set forth in this Agreement. All Orders, whether or not based on specific quotations, are subject to Iteris' acceptance by an authorized Iteris representative. Notwithstanding the foregoing, if Purchaser is purchasing a Subscription Service (defined below), such services are subject to a separate service agreement that Purchaser will be required to accept and agree, and nothing in the Subscription Services agreement shall be construed to modify the terms and conditions of this Agreement for other products and services subject to this Agreement. "**Subscription Service(s)**" means an Iteris-branded service offering, of which access and use is subject to a subscription fee, including without limitation, Iteris SPM, VantageLive!®, VantageCare®, ClearData® and ClearGuide®, and all respective subsequent variations and versions.

2. **Shipment**. All prices are in United States Dollars (USD or $) and quoted FCA (Free Carrier at named point, Incoterms® 2010), or in jurisdictions that have not adopted Incoterms®, FOB at the shipping point of Iteris, Inc. Title to goods sold hereunder (individually, a "**Product**" and collectively, "**Products**") shall pass to the Purchaser upon delivery of Products to the carrier. Iteris, however, retains a security interest and a vendor's lien against the Products until payment in full is received. Purchaser agrees to perfect and maintain such security interest for Iteris. In the absence of specific written instructions that Iteris has accepted, Iteris will ship Products by what it deems to be the most appropriate method for shipment. Although Iteris may transact for carriage, all freight charges and insurance premiums will be for the account of Purchaser. Upon delivery to the carrier, Purchaser assumes all risk of loss. Any such loss shall not relieve Purchaser of its obligation to pay Iteris in full for Products, freight and insurance. Purchaser shall have the right to negotiate with the carrier and/or insurer to recoup its loss.

3. **Delivery**. Standard shipments to Purchaser will be approximately 30-45 days after receipt of an Order. In the event that Purchaser requests a guaranteed ship date, Iteris reserves the right, after notice to Purchaser, to include in the final purchase price any expenses which increase the cost of production or delivery, including but not limited to, expediting and overtime expenses, parts procurement premiums, etc. Iteris reserves the right to ship complete orders in advance of the ship dates specified and, with prior approval from Purchaser, partial orders. Iteris shall not be liable for either delays in delivery or the failure to manufacture if such delay or failure is due to causes beyond Iteris' reasonable control, including but not limited to, acts of God, acts or omissions of either Purchaser or third parties, intervention of any government authority, strikes, lockouts or other labor disturbances, floods, fires, earthquakes, epidemics, quarantines, riots, wars, delays in transportation, or where Iteris is unable to obtain necessary labor, materials or manufacturing facilities. In the event of such delay or failure, the delivery date shall be extended for a period equal to the time lost by reason of the delay or failure.

4. **Subscription Service(s)**. For any Subscription Services subject to this Agreement, the Subscription Service(s) starts on the date indicated on the Order or, if no date indicated on the Order, then the earlier of (i) the date that Iteris notifies Purchaser that the Subscription Service(s) is ready for use by Purchaser or (ii) sixty (60) days from the date of Purchaser's receipt of the hardware Products (subject to the Order). For any renewals of the Subscription Services, it will begin the day immediately following the date on which the preceding term expired, unless otherwise specified in the Order.

5. **Payment Terms**. Unless an authorized Iteris representative agrees upon different credit terms in writing at the time of acceptance of Purchaser's order, the standard terms of payment shall be cash or wire transfer of funds in advance of shipment or, for international shipments, Irrevocable Sight Letter of Credit collectable within thirty (30) days after shipment. Iteris' obligation to deliver Products is subject to Purchaser's compliance with the foregoing payment terms, or in the event credit is granted by Iteris, any such credit terms provided. Iteris may at any time, in its reasonable business judgment, if the financial condition of Purchaser warrants, either alter the credit terms or suspend credit and delay delivery until such time as the revised credit terms are met. Iteris shall have the right to cancel any unfilled order, or delay its shipment, for failure of Purchaser to meet its payment schedule or obligations. In the event any payment is not made when due, Iteris shall have the right to accelerate the due date of the entire unpaid balance and to increase the unpaid balance of the sales price at the rate of one and a half percent (1.5%) per month, or the maximum allowed by law, on the unpaid balance until the account is paid in full, in addition to any reasonable attorneys' fees or other collection expenses.

6. **Taxes**. All prices are exclusive of any and all taxes, duties, tariffs, fees, or assessments, including but not limited to sales, use, excise, VAT, or similar taxes and export or import duties or fees applied to the sale or to the Products sold, by any United States or foreign federal, state, provincial, or local governmental body. Any such taxes that must be paid by Iteris shall be separately itemized on Iteris' invoice and paid by Purchaser, or in lieu thereof, Purchaser shall furnish Iteris a properly executed tax exemption certificate prior to shipment. For avoidance of doubt, taxes in an Iteris quote, if entered, are estimated and subject to change. Prices subject to an Iteris quote do not include final actual taxes, levies, tariffs, and any other government-imposed charges related to the purchase of products (and their components), such amounts will be set forth in the Iteris-issued invoice for the Products.

7. **Limited Warranty**. For the purposes of this Agreement the "**End User**" shall be the Purchaser or, if Purchaser is a contractor, distributor or other authorized reseller to whom Iteris delivered Products intended for use by a third party, shall be the intended third party.

Iteris Hardware Products: Iteris hardware Products marked as manufactured by or for Iteris or marked with an Iteris brand or trademark are warranted, at the time of delivery to End User, to conform to Iteris' published specifications and to be free from defects in material and workmanship. The occurrence of any of the following terminates Iteris' Limited Warranty: (i) a Product fails as the result, in whole or in part, of modification or repair of the Product not conducted in conformity with Iteris' approved procedures; (ii) a Product fails as the result, in whole or in part, of improper or insufficient maintenance; (iii) a Product is damaged due to, in whole or in part, electrical power surge, lightning strike, accident, negligence, improper storage, incorrect installation, incorrect operation, unusual deterioration due to physical environments in excess of limits set forth in Product manuals, or any other type of abuse or misuse; or (iv) the removal of serial numbers, or the removal, mutilation or defacement of any part of a Product. As a condition to making any claim under this Limited Warranty, End User must request a Return Material Authorization ("**RMA**") before the Limited Warranty terminates or expires. Provided that the Limited Warranty has not terminated or expired, Iteris shall issue the RMA and End User shall have the right to return the non-conforming Product, transportation prepaid, to Iteris for repair or, solely at Iteris' option, replacement with new or reconditioned materials. Except for repair or replacement, Iteris shall be under no other liability to Purchaser. ***This is a Limited Warranty only and, unless otherwise specified in writing by Iteris, shall expire thirty-six (36) months after the date of delivery of each unit of Product to Purchaser.*** Repaired or replaced Products have a Limited Warranty for the greater of ninety (90) days from the time of shipment or the remainder of the original warranty period.

Iteris Software Products: Software Products marked as manufactured by or for Iteris or marked with an Iteris brand or trademark are warranted to the licensed End User in accordance with the software license and warranty packaged with the software.

Non-Iteris Products: Hardware or software Products marked as manufactured or produced by others or marked with a brand or trademark of a party other than Iteris are warranted, if at all, by the manufacturer or producer to the End User in accordance with the warranty documentation provided by the manufacturer or producer.

NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING BY LAW, CUSTOM OR CONDUCT, SHALL BE APPLICABLE. NO REPRESENTATION OR WARRANTY BY PURCHASER SHALL EXTEND THE LIABILITY OR RESPONSIBILITY OF ITERIS BEYOND THE TERMS OF THIS PROVISION. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. IN NO EVENT SHALL ITERIS HAVE ANY LIABILITY UNDER ANY LEGAL OR EQUITABLE THEORY (RELATING

any International Convention regarding the International Sales of Goods. Should any court of competent jurisdiction determine any portion hereof illegal or against public policy, such determination shall not affect that portion herein that is not illegal or against public policy. In the event that the federal, state, provincial, city or local government or any bureau or agency thereof, should promulgate any law, rule or regulation affecting prices, deliveries or any other term of a contract resulting from a quotation, then, at the option of Iteris communicated to the Purchaser in writing within a reasonable time, the contract between Iteris and the Purchaser may be either terminated by Iteris and be of no force and effect and the parties shall be restored to the position they occupied before the contract was executed, or Iteris may make such changes in the price, delivery schedule and terms as Iteris in its reasonable business judgment may deem necessary to comply with such law, rule or regulation.

iteris®

949.270.9400
iteris.com

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

Nick Lowe MS PE TE
Deputy Director, Traffic & Transportation
Albert Webb & Associates
3788 McCray St
Riverside CA 92506

Iteris sells our product direct in the California market and has established RodefX as the exclusive sales agent for our products including Iteris Video Detection, in Southern California.

All sales requests are made to RodefX including request for quotes. Purchase orders should be made out directly to Iteris. Please send the PO to Rodefx. They will process this and send to Iteris.

Iteris has direct employees that provide technical service and support for our video detection products including turn-on and trouble calls.

If you need to schedule support for your video detection systems, please call Michelle Robinson at Iteris (mobile) 804-724-9853

If you have any questions about the product line, need cost information, or other support please feel free to contact Mike Girardot at (909) 626-0545 or (909) 921-3598.

You may also contact me at any time if you have any questions or concerns. Thank you for this opportunity.

Brian R. Girardot
Vice President, Sensor Sales
RoadwaySensors
1700 Carnegie Ave
Ste 100
Santa Ana CA 92705-5551
Cell 916-202-0070| Sales Administration
brg@iteris.com | www.iteris.com

Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00018338

September 3, 2025

Agency: City Of Carson, CA
Contractor:
Project Name: 2025051922 Carson VDS quote
Reference: 2025051922 Carson, City of, VDS quote

Delivery Term: FOB Destination
Payment Terms: NET 30 Days
Sales Rep:

Fax or email Purchase Orders to: 949-270-9441 or rsorders@iteris.com. Please include Quote Number on your Purchase Order. Prices are valid for 30 days from the date of quote unless extended in writing. Prices on this quote include material only unless otherwise stated. For questions regarding this quotation, please contact the representative listed above.

01- 3 systems of all Vectors

Product Name	Product Description	Qty	Unit Price	Ext. Price
APEX-RM-PAK	Apex 2U Rackmount Cabinet Interface includes CI, PI, CDP supports up to 4 sensors and shipkit	3	$10,000.00	$30,000.00
APEX-VEC-48	48v Apex Vector Sensor	12	$3,700.00	$44,400.00
EXTMOD2-PAK	Extension Module 2 Channel includes RJ45 EMCABLE fits in NEMA Caltrans detector racks	24	$375.00	$9,000.00
MON-17HDMI	17 in Color LCD Monitor Drawer Generation 4 LCD 1U rack mount drawer with monitor 1 composite video 1 VGA and 1 HDMI video input NTSC PAL	3	$1,529.00	$4,587.00
TURN ON SUPPORT	Turn on requests outside of normal business hours M F 8:00am 5:00pm will require a $1,800.00 additional charge	3	$0.00	$0.00
				$87,987.00

02- 6 systems with 2 cameras and 2 Vectors

Product Name	Product Description	Qty	Unit Price	Ext. Price
APEX-CAM-48-PAK	PACK OUT KIT, CAMERA SENSOR A48	12	$2,500.00	$30,000.00
APEX-RM-PAK	Apex 2U Rackmount Cabinet Interface includes CI, PI, CDP supports up to 4 sensors and shipkit	6	$10,000.00	$60,000.00
APEX-VEC-48	48v Apex Vector Sensor	12	$3,700.00	$44,400.00
EXTMOD2-PAK	Extension Module 2 Channel includes RJ45 EMCABLE fits in NEMA Caltrans detector racks	48	$375.00	$18,000.00
MON-17HDMI	17 in Color LCD Monitor Drawer Generation 4 LCD 1U rack mount drawer with monitor 1 composite video 1 VGA and 1 HDMI video input NTSC PAL	6	$1,529.00	$9,174.00
TURN ON SUPPORT	Turn on requests outside of normal business hours M F 8:00am 5:00pm will require a $1,800.00 additional charge	6	$0.00	$0.00
				$161,574.00

03- Controllers

Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00018338

September 3, 2025

Product Name	Product Description	Qty	Unit Price	Ext. Price
COBG2210000000000	COBALT G-SERIES TS1/TS2- 2 SM EOS 8MB DATAKEY NO COMM	4	$4,398.50	$17,594.00
				$17,594.00

Important Notes:

This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at http://www.iteris.com/RS-Std-TC.pdf, which are incorporated herein by this reference.

RodefX is an authorized Iteris Sales Representative for Iteris Roadway Sensors products and may sign quotations on Iteris' behalf with a total sales price of $80,000 or less. Quotations that exceed $80,000 in total price must be approved by an Authorized Iteris Signature.

SUBTOTAL	$267,155.00
FREIGHT	Allowed
TAX	$28,051.28
TOTAL:	$295,206.28

Authorized Iteris Signature | **Date** | **Michael Girardot, RodefX**

Iteris Roadway Sensor Products
Standard Terms and Conditions of Sale

1. **Sole Agreement**. These Standard Terms and Conditions of Sale for the sale and purchase of goods and services between Iteris, Inc. ("**Iteris**") and the purchaser or buyer ("**Purchaser**") indicated on the face of the price quotation, proposal, contract, sales order or offer from Iteris constitute the entire agreement between Iteris and Purchaser (the "**Agreement**") and supersede any prior agreement or understanding, whether oral or written, relating to the subject matter of this Agreement. Iteris shall not be bound by any terms or conditions not set forth in this Agreement, including but not limited to, any purchase order or purchase contract ("**Order**") from Purchaser that is in any way inconsistent with or in addition to this Agreement. This Agreement may not be expanded or modified except by an instrument in writing executed by an authorized representative of Iteris. Iteris' acceptance of Purchaser's Order shall not be deemed an acceptance of any modification to any term or condition contained herein, but rather an acceptance of Purchaser's agreement to purchase goods and services upon the terms set forth in this Agreement. All Orders, whether or not based on specific quotations, are subject to Iteris' acceptance by an authorized Iteris representative. Notwithstanding the foregoing, if Purchaser is purchasing a Subscription Service (defined below), such services are subject to a separate service agreement that Purchaser will be required to accept and agree, and nothing in the Subscription Services agreement shall be construed to modify the terms and conditions of this Agreement for other products and services subject to this Agreement. "**Subscription Service(s)**" means an Iteris-branded service offering, of which access and use is subject to a subscription fee, including without limitation, Iteris SPM, VantageLive!®, VantageCare®, ClearData® and ClearGuide®, and all respective subsequent variations and versions.

2. **Shipment**. All prices are in United States Dollars (USD or $) and quoted FCA (Free Carrier at named point, Incoterms® 2010), or in jurisdictions that have not adopted Incoterms®, FOB at the shipping point of Iteris, Inc. Title to goods sold hereunder (individually, a "**Product**" and collectively, "**Products**") shall pass to the Purchaser upon delivery of Products to the carrier. Iteris, however, retains a security interest and a vendor's lien against the Products until payment in full is received. Purchaser agrees to perfect and maintain such security interest for Iteris. In the absence of specific written instructions that Iteris has accepted, Iteris will ship Products by what it deems to be the most appropriate method for shipment. Although Iteris may transact for carriage, all freight charges and insurance premiums will be for the account of Purchaser. Upon delivery to the carrier, Purchaser assumes all risk of loss. Any such loss shall not relieve Purchaser of its obligation to pay Iteris in full for Products, freight and insurance. Purchaser shall have the right to negotiate with the carrier and/or insurer to recoup its loss.

3. **Delivery**. Standard shipments to Purchaser will be approximately 30-45 days after receipt of an Order. In the event that Purchaser requests a guaranteed ship date, Iteris reserves the right, after notice to Purchaser, to include in the final purchase price any expenses which increase the cost of production or delivery, including but not limited to, expediting and overtime expenses, parts procurement premiums, etc. Iteris reserves the right to ship complete orders in advance of the ship dates specified and, with prior approval from Purchaser, partial orders. Iteris shall not be liable for either delays in delivery or the failure to manufacture if such delay or failure is due to causes beyond Iteris' reasonable control, including but not limited to, acts of God, acts or omissions of either Purchaser or third parties, intervention of any government authority, strikes, lockouts or other labor disturbances, floods, fires, earthquakes, epidemics, quarantines, riots, wars, delays in transportation, or where Iteris is unable to obtain necessary labor, materials or manufacturing facilities. In the event of such delay or failure, the delivery date shall be extended for a period equal to the time lost by reason of the delay or failure.

4. **Subscription Service(s)**. For any Subscription Services subject to this Agreement, the Subscription Service(s) starts on the date indicated on the Order or, if no date indicated on the Order, then the earlier of (i) the date that Iteris notifies Purchaser that the Subscription Service(s) is ready for use by Purchaser or (ii) sixty (60) days from the date of Purchaser's receipt of the hardware Products (subject to the Order). For any renewals of the Subscription Services, it will begin the day immediately following the date on which the preceding term expired, unless otherwise specified in the Order.

5. **Payment Terms**. Unless an authorized Iteris representative agrees upon different credit terms in writing at the time of acceptance of Purchaser's order, the standard terms of payment shall be cash or wire transfer of funds in advance of shipment or, for international shipments, Irrevocable Sight Letter of Credit collectable within thirty (30) days after shipment. Iteris' obligation to deliver Products is subject to Purchaser's compliance with the foregoing payment terms, or in the event credit is granted by Iteris, any such credit terms provided. Iteris may at any time, in its reasonable business judgment, if the financial condition of Purchaser warrants, either alter the credit terms or suspend credit and delay delivery until such time as the revised credit terms are met. Iteris shall have the right to cancel any unfilled order, or delay its shipment, for failure of Purchaser to meet its payment schedule or obligations. In the event any payment is not made when due, Iteris shall have the right to accelerate the due date of the entire unpaid balance and to increase the unpaid balance of the sales price at the rate of one and a half percent (1.5%) per month, or the maximum allowed by law, on the unpaid balance until the account is paid in full, in addition to any reasonable attorneys' fees or other collection expenses.

6. **Taxes**. All prices are exclusive of any and all taxes, duties, tariffs, fees, or assessments, including but not limited to sales, use, excise, VAT, or similar taxes and export or import duties or fees applied to the sale or to the Products sold, by any United States or foreign federal, state, provincial, or local governmental body. Any such taxes that must be paid by Iteris shall be separately itemized on Iteris' invoice and paid by Purchaser, or in lieu thereof, Purchaser shall furnish Iteris a properly executed tax exemption certificate prior to shipment. For avoidance of doubt, taxes in an Iteris quote, if entered, are estimated and subject to change. Prices subject to an Iteris quote do not include final actual taxes, levies, tariffs, and any other government-imposed charges related to the purchase of products (and their components), such amounts will be set forth in the Iteris-issued invoice for the Products.

7. **Limited Warranty**. For the purposes of this Agreement the "**End User**" shall be the Purchaser or, if Purchaser is a contractor, distributor or other authorized reseller to whom Iteris delivered Products intended for use by a third party, shall be the intended third party.

Iteris Hardware Products: Iteris hardware Products marked as manufactured by or for Iteris or marked with an Iteris brand or trademark are warranted, at the time of delivery to End User, to conform to Iteris' published specifications and to be free from defects in material and workmanship. The occurrence of any of the following terminates Iteris' Limited Warranty: (i) a Product fails as the result, in whole or in part, of modification or repair of the Product not conducted in conformity with Iteris' approved procedures; (ii) a Product fails as the result, in whole or in part, of improper or insufficient maintenance; (iii) a Product is damaged due to, in whole or in part, electrical power surge, lightning strike, accident, negligence, improper storage, incorrect installation, incorrect operation, unusual deterioration due to physical environments in excess of limits set forth in Product manuals, or any other type of abuse or misuse; or (iv) the removal of serial numbers, or the removal, mutilation or defacement of any part of a Product. As a condition to making any claim under this Limited Warranty, End User must request a Return Material Authorization ("**RMA**") before the Limited Warranty terminates or expires. Provided that the Limited Warranty has not terminated or expired, Iteris shall issue the RMA and End User shall have the right to return the non-conforming Product, transportation prepaid, to Iteris for repair or, solely at Iteris' option, replacement with new or reconditioned materials. Except for repair or replacement, Iteris shall be under no other liability to Purchaser. ***This is a Limited Warranty only and, unless otherwise specified in writing by Iteris, shall expire thirty-six (36) months after the date of delivery of each unit of Product to Purchaser.*** Repaired or replaced Products have a Limited Warranty for the greater of ninety (90) days from the time of shipment or the remainder of the original warranty period.

Iteris Software Products: Software Products marked as manufactured by or for Iteris or marked with an Iteris brand or trademark are warranted to the licensed End User in accordance with the software license and warranty packaged with the software.

Non-Iteris Products: Hardware or software Products marked as manufactured or produced by others or marked with a brand or trademark of a party other than Iteris are warranted, if at all, by the manufacturer or producer to the End User in accordance with the warranty documentation provided by the manufacturer or producer.

NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING BY LAW, CUSTOM OR CONDUCT, SHALL BE APPLICABLE. NO REPRESENTATION OR WARRANTY BY PURCHASER SHALL EXTEND THE LIABILITY OR RESPONSIBILITY OF ITERIS BEYOND THE TERMS OF THIS PROVISION. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. IN NO EVENT SHALL ITERIS HAVE ANY LIABILITY UNDER ANY LEGAL OR EQUITABLE THEORY (RELATING

TO THE SUBJECT MATTER OF THIS AGREEMENT) FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF THE PRODUCTS, OR AN INABILITY TO USE PRODUCTS EITHER SEPARATELY OR IN COMBINATION WITH OTHER SOFTWARE, EQUIPMENT OR MATERIALS, OR FROM ANY OTHER CAUSE.

8. **Return Material Authorizations**. Upon request by the End User for an RMA whether for repair, replacement, or credit, Iteris agrees that it will either issue such RMA or provide End User with a written explanation for its refusal to issue the RMA within thirty (30) days of the request by End User. If Iteris provides a Field Replaceable Unit ("**FRU**") or replacement Product in advance of receipt of an authorized return and does not receive the returned unit within 30 days of shipment, End User will be invoiced for the FRU or replacement. End User shall pay all shipping costs for items returned to Iteris. For items repaired or replaced under a valid warranty claim, Iteris shall pay shipping costs for return of repaired or replaced item to End User.

9. **Indemnification.**

a. *Purchaser Indemnification*. Iteris shall indemnify, defend and hold Purchaser, and its affiliates, directors, officers, shareholders, and employees harmless from and against any claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) (collectively, the "**Liabilities**") to the extent arising out of third party claims based on a product liability or strict liability in tort relating to the Product or Iteris' negligence, or willful misconduct causing bodily injury (including death) or physical damage to tangible personal property.

b. *Iteris Indemnification*. Purchaser shall indemnify, defend and hold Iteris, and its affiliates, directors, officers, shareholders, and employees harmless from and against any Liabilities to the extent arising out of third party claims based on products other than Iteris Products supplied by Purchaser or Purchaser's negligence, or willful misconduct causing bodily injury (including death) or physical damage to tangible personal property. In the event that Purchaser is a governmental agency or body, the foregoing Iteris Indemnification shall not apply to the extent prohibited by law.

c. *Indemnification Procedures*. The Parties will follow the following indemnification procedures. Promptly after receipt by any entity entitled to indemnification of notice of a third party claim, the Party seeking indemnity ("**Indemnitee**") shall notify the other Party ("**Indemnitor**") of such claim in writing. No failure to provide obligations under this Agreement except to the extent that it can demonstrate prejudice attributable to the failure. Within fifteen (15) calendar days following receipt of written notice from Indemnitee, but in no event later than ten (10) calendar days before the date a response to such claim is due ("**Election Notice Period**"), Indemnitor shall notify Indemnitee in writing if the Indemnitor elects to assume control of the defense and settlement of that third party claim ("**Election Notice**"). If Indemnitor delivers an Election Notice relating to any third party claim within the required Election Notice Period, the Indemnitor shall be entitled to have sole control over the defense and settlement of such claim; provided that (a) the Indemnitee may participate in the defense and employ counsel at its own expense to assist with such third party claim, and (b) Indemnitor shall obtain the prior written approval of the Indemnitee before entering into any settlement of such third party claim that purports to binds the Indemnitee. After the Indemnitor has delivered an Election Notice, Indemnitor shall not be liable to the Indemnitee for any legal expenses incurred by the Indemnitee in connection with the defense of that third party claim. In addition, the Indemnitor shall not be required to indemnify the Indemnitee for any amount paid or payable by the Indemnitee in the settlement of any third party claim for which the Indemnitor has delivered a timely Election Notice, if such amount was agreed to without the written consent of the Indemnitor. If the Indemnitor does not deliver an Election Notice relating to any third party claim within the required Election Notice Period, the Indemnitee shall have the right to defend the third party claim in such manner as it may deem appropriate, at the sole cost and expense of the Indemnitor. The Indemnitor shall promptly reimburse the Indemnitee for all such costs and expenses (i.e. Liabilities).

10. **Intellectual Property Indemnification**. Iteris shall indemnify and hold harmless Purchaser from loss, damage or liability for infringement of a United States (U.S.) patent or U.S. copyright ("**Intellectual Property**") to the extent arising out of the distribution or use of Iteris Products as delivered to Purchaser by Iteris hereunder (the "**IP Indemnity**"); provided that Purchaser notifies Iteris in writing within ten (10) days of Purchaser's first notice of an infringement claim, threat or suit ("**Infringement Claim**") and fully cooperates with Iteris in the defense of such Infringement Claim and the avoidance of infringement by, including but not limited to, providing Iteris any requested authority, information, and assistance necessary. Iteris shall be entitled, at its election, to assume the defense of any Infringement Claim. The foregoing Indemnity shall not apply when normally non-infringing Iteris Products are rendered infringing by (i) alteration of Iteris Products or the operation thereof, not by Iteris or duly authorized by Iteris in writing, (ii) use of Iteris Products in combination with other products, software, or services, (iii) Iteris' modification of its Products in compliance with the Purchaser's specifications or instructions, or (iv) Purchaser's failure to use and implement instructions provided by Iteris in a writing that would have rendered the Iteris Product non-infringing after reasonable time after receipt by Purchaser and before actual infringement. Iteris shall have the right to resolve any Infringement Claim in the manner it deems appropriate, including, but not limited to, (i) obtaining a license from the owner of the alleged infringed Intellectual Property or (ii) modifying or replacing the alleged infringing Product with non-infringing Product. In the event that neither (i) or (ii) are commercially possible, then Iteris shall have the right to rescind the purchase of the affected portions of the Products and to refund the Purchaser with a pro rata amount of monies paid for such affected Products. The foregoing IP Indemnity shall not extend to claims based on infringement of Intellectual Property outside the United States of America. Iteris' sole obligation and liability to Purchaser with respect to indemnification of claims shall be as set forth in this paragraph and specifically excludes indemnification for consequential damages, incidental damages, punitive damages, and attorneys' fees.

11. **Arbitration**. It is the intent of the parties that any controversy will be elevated to the highest management levels within the respective organizations in an attempt to resolve the matter most efficiently. If the parties are unable, after good faith negotiations, which each hereby covenants to undertake, to resolve any dispute, claim or controversy arising between them, the parties hereby expressly agree that the exclusive means of resolving any such dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration. If the Purchaser has an office located in the United States, arbitration shall be conducted under the Streamlined Arbitration Rules and Procedures of JAMS, a national alternative dispute resolution service (www.jamsadr.com) and shall be conducted in the English language, in Los Angeles, CA USA, by one (1) arbitrator appointed in accordance with said rules. If the Purchaser does not have an office in the United States, arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce and be conducted in the English language, in New York, NY, USA, by one (1) arbitrator appointed in accordance with said Rules of Arbitration. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction nor shall it preclude Iteris from any pursuit allowed by the full extent of the law for collection of amounts owed by Purchaser under any credit arrangement. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

12. **Product Modifications**. Iteris reserves the right, at any time and without notice to Purchaser, to modify Products, in whole or in part, to include therein changes deemed appropriate by Iteris which do not adversely affect the form, fit or function of the Products, and without incurring any liability, to change or modify any Product previously delivered, or to supply new Products in replacement thereof.

13. **Export Responsibility**. All sales hereunder shall at all times be subject to the export control laws and regulations of the U.S. government. Purchaser agrees that it shall not make any disposition, by way of transshipment, re-export, diversion or otherwise, except as said laws and regulations may expressly permit, of U.S. origin goods purchased from Iteris, other than as to the ultimate country of destination specified on Purchaser's order and/or declared as the country of ultimate destination on Iteris' invoices.

14. **General**.

a. No modification of a quotation or a resulting order shall be binding unless in writing signed by an authorized representative of Iteris.

b. No waiver by either party of any default shall be deemed a waiver of any subsequent default.

c. Purchaser shall not assign its Order or any interest therein or any rights hereunder without the written consent of Iteris, and any such purported assignment shall be null and void and of no affect whatsoever.

d. Purchaser agrees that it will not modify, reproduce, reverse engineer, reverse compile, disassemble, translate, de-compile, deconstruct or decrypt, the whole or any part of the Products, including any software embedded therein.

e. All quotations and any resulting order shall be construed, interpreted and governed by the laws of the State of California, USA, but specifically excluding

any International Convention regarding the International Sales of Goods. Should any court of competent jurisdiction determine any portion hereof illegal or against public policy, such determination shall not affect that portion herein that is not illegal or against public policy. In the event that the federal, state, provincial, city or local government or any bureau or agency thereof, should promulgate any law, rule or regulation affecting prices, deliveries or any other term of a contract resulting from a quotation, then, at the option of Iteris communicated to the Purchaser in writing within a reasonable time, the contract between Iteris and the Purchaser may be either terminated by Iteris and be of no force and effect and the parties shall be restored to the position they occupied before the contract was executed, or Iteris may make such changes in the price, delivery schedule and terms as Iteris in its reasonable business judgment may deem necessary to comply with such law, rule or regulation.

RESOLUTION NO. 25-115

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS

WHEREAS, the City Council adopted the Fiscal Year 2025-26 (FY25-26) budget on June 17, 2025 for the General Fund and Special Revenue Funds of the City via Resolution No. 25-076; and

WHEREAS, the City has been allotted local Proposition C funds from Los Angeles County Metropolitan Transportation Authority (Metro) in the amount of $300,000.00 for Capital Improvement Project PW1687 - Carson Street Intelligent Transportation System (ITS); and

WHEREAS, Council approved the use of Proposition C funds for PW1687 at its May 6, 2025 meeting; and

WHEREAS, staff has now specified the needed materials and selected a vendor to provide the materials required for PW1687; and

WHEREAS, the local Proposition C funds for PW1687 were not allocated to the project expense account for FY 2025-26; and

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

Section 1. The following amendment(s) will be made to the City's FY2025-26 budget to increase the project expenditure accounts by the reimbursable local Metro Measure R funds.

Account	Description	Increase/(Decrease)
219-80-820-904-8023-PW1687	CIP – Traffic Signal	$300,000.00

Section 2. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY2025-26 budget on file, and effective as of September 30, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 30th day of September, 2025.

APPROVED

_____ _____

Sunny K. Soltani, City Attorney Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-115 adopted by the City of Carson City Council at its meeting held on September 30, 2025, by the following vote:

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

_____

Dr. Khaleah K. Bradshaw, City Clerk

Report to Honorable Mayor and City Council

Tuesday, September 30, 2025, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF CARSON AND LOS ANGELES COUNTY SANITATION DISTRICT FOR PROJECT NO.1515 - CARSON STORMWATER CAPTURE FACILITY AT CARRIAGE CREST PARK EXTENDING THE CONTRACT THROUGH SEPTEMBER 30, 2026 (CITY COUNCIL)

I. SUMMARY

Staff recommends City Council approval of Amendment No. 3 (Exhibit No. 4) to the agreement with the Sanitation District of Los Angeles County to extend the District's responsibilities for the completion, operations and maintenance of the City's nearly completed storm-water capture facility.

The completion of the project has been delayed due to various reasons. In July 2024 the Sanitation District believed that they could have the project completed and operating within the time frame outlined in Amendment No. 2. (Exhibit No. 3) The Sanitation District has been working on locating the source of the water intrusion into the vaults that resulted in damage to electrical equipment. The Operations and Maintenance Staff at Los Angeles County Sanitation District have made the necessary adjustments and corrections. Amendment No. 2 only extended the agreement to June 30, 2025 which was later further extended to September 30, 2025 via letter agreement permitted under Amendment No. 2. Due to the repairs being made, the district has not been able to fulfill the obligation of providing an operating plant or the finalized O&M manual. The original intent of Amendment No. 2 was to have both an operating plant and a complete O&M manual for the City. Once the plant is operational and an O&M manual is provided, the City can contract with a third party vendor for a long term O&M services. By extending this agreement term the City is protecting its interest in having a completed and functional facility with a proper and corrected O&M manual.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 3 to the Operation and Maintenance Agreement between the City of Carson and the Los Angeles County Sanitation District No. 2 extending the term of the contract through September 30, 2026, for Project No.1515 – Carson Storm-water Capture Facility at Carriage Crest Park.
2. AUTHORIZE the Mayor to execute Amendment No. 3 following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 3 to the Operation and Maintenance Agreement between the City of Carson and the Los Angeles County Sanitation District No. 2 extending the term of the contract through September 30, 2026, for Project No. 1515 - Carson Storm-water Capture Facility at Carriage Crest Park.
2. TAKE another action the City Council deems appropriate and consistent with the requirements of the law.

IV. BACKGROUND

The City of Carson is a member of the South Santa Monica Bay Watershed and the Dominguez Channel Watershed Management Group. The City joining the Dominguez Channel Enhanced Watershed Management Plan (EWMP) group has benefited the City financially. Participating in the EWMP helps safeguard our water bodies by capturing polluted storm-water. Under State law and as a member of these groups, the City receives extra time to comply with the MS4 requirements but still must demonstrate to the Regional Water Board its ability and commitment to fund and construct specific storm-water capture projects.

The City had an opportunity to construct a storm-water capture and diversion facility beneath the Carriage Crest Park ball field to reduce storm-water pollution in the Machado Lake Watershed and the Wilmington Drain, which are part of Carson's MS4 permit compliance obligations. The Carriage Crest Park Storm-water Project provides the City credit towards our EWMP obligations and reduces the City's overall obligation by $21 million using grant funds (no City General Fund money was used to construct the project).

The City entered into an agreement with the County Sanitation District of Los Angeles County to design and construct a storm-water capture facility. The facility, which is substantially completed, was intended to enhance storm-water management and improve water quality, meeting MS4 requirements, and contributing to long term sustainable City goals.

In July 2024, the City Council approved Amendment No. 2 which extended the District's role to:

a. Complete construction of the facility
b. Address remaining deficiencies
c. Ensure that the system reaches operational status
d. Prepare comprehensive Operation and Maintenance Manual

The agreement is currently set to expire on September 30, 2025. Since then, the project has reached substantial completion but not full operational capability due to unexpected technical challenges, including water intrusion into the underground vault, which damaged certain internal mechanical and electrical components critical to the facility's performance. These issues have delayed the final commissioning and testing required to verify the facility's full functionality.

The extension of the Agreement through Amendment No. 3 is a necessary step to ensure the successful completion and start up of the City's new storm-water capture facility.

Staff recommends that the City Council approve Amendment No.3 and authorize the Mayor to execute the amendment accordingly.

V. FISCAL IMPACT

None. Funds for these services were included in the FY 2025-2026 general fund budget in account number 295-80-820-904-8011. No additional funding is requested as part of this staff report.

VI. EXHIBITS

1. Original - O&M Support Agreement
2. Amendment No. 1 - O&M Support Agreement
3. Amendment No. 2 - O&M Support Agreement
4. Amendment No. 3 – O&M Support Agreement

Attachments

Exhibit No. 1 - Original - O&M Support Agreement (pgs. 5-106)
Exhibit No. 2 - Amendment No.1 - O&M Support Agreement (pgs. 111-115)
Exhibit No. 3 - Amendment No. 2 - O&M Support Agreement (pgs. 116-120)
Exhibit No. 4 - Amendment 3 OM Support Agreement for Carriage Crest Park

O&M SUPPORT AGREEMENT – STORMWATER CAPTURE FACILITY

(Carriage Crest Park)

This Operation and Maintenance Support Agreement for the Stormwater and Runoff Capture Facility at Carriage Crest Park ("**Agreement**") is entered into as of the date of the last signature set forth below ("**Contract Date**") and is between County Sanitation District No. 2 of Los Angeles County ("**District**") and the City of Carson ("**City**"). The District and the City are referred to collectively as "**Parties**" or each separately as a "**Party**."

A. The District is organized and exists pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq*. The District is the administrative district for the Los Angeles County Sanitation Districts ("**Districts**"), including County Sanitation District No. 8 of Los Angeles County, the district in which the project is located. Senate Bill 485 ("**SB 485**"), effective January 1, 2016, and codified as Health and Safety Code Section 4730.68, authorizes the Districts to provide certain stormwater services. The Districts do not have an independent source of revenue to devote to stormwater projects, and any District work on stormwater projects must be funded by the requesting parties.

B. The City is a municipal corporation that is required to manage stormwater within its boundaries and has decided to implement a project to construct a stormwater capture and diversion facility at and underneath Carriage Crest Park ("**Park**") in order to improve the water quality in the Machado Lake Watershed ("**Project**").

C. Under the Project, a Water Capture Facility is in the process of being constructed to divert stormwater and urban runoff, primarily from an existing storm drain culvert, to a below-ground water storage area located at the Park and then pump it to a sanitary sewer. The Water Capture Facility (***sometimes,*** "**Facility**") includes the structures, mechanical and electrical equipment, and instrumentation between and including, the diversion structure at the culvert and the junction structure on the sanitary sewer. It includes the electrical equipment and control panels directly related to equipment associated with the Water Capture Facility. It does not include the electrical building itself, equipment such as the security system or air conditioner located within that building, or structures related to the Park or ball fields.

D. The Project also replaced the ball fields and landscaping areas affected by the construction. Those areas and improvements such as sidewalks, fences, and site lighting are not part of the Water Capture Facilities.

E. The City entered into a *Cooperative Implementation Agreement* with the State of California, Department of Transportation ("**Caltrans**") effective June 8, 2016 for the implementation of the Project ("**Caltrans Agreement**"), attached as Exhibit 1. Under the Caltrans Agreement, Caltrans contributed $13 million to the City for the Project. Under the Caltrans Agreement, the City will be responsible for all management, maintenance and operation, including costs of the constructed Water Capture Facility.

F. The Parties subsequently entered into a Stormwater Project Services Agreement effective July 19, 2016 to provide project management, preliminary engineering study,

environmental documentation, permit applications, design, and construction management for the Project ("**Project Agreement**"), attached as Exhibit 2.

G. Using contract documents prepared under the Project Agreement, the City solicited proposals for the fabrication and delivery to the job site of precast stormwater storage units to be installed by a construction contractor. The City subsequently entered into a contract with StormTrap on November 14, 2017 for the supply of the precast stormwater storage equipment.

H. The City entered into a Memorandum of Understanding with the County of Los Angeles ("**County**") effective February 5, 2018, to construct, operate and maintain Water Quality Improvements at the Park ("**County MOU**"), attached as Exhibit 3. Under the County MOU, the County agreed to contribute up to a total amount of $5,720,000 in Fiscal Years 2018-2019 and 2019-2020 to finance the capital cost of the Project and annual funding of 44% of the Operation and Maintenance costs of the Water Quality Improvements (also referred to herein as Water Capture Facility or Facility).

I. As required by the County MOU, the City entered into a Use and Maintenance Agreement with the Los Angeles County Flood Control District ("**County Flood Control**"), in July 2018, to construct, operate and maintain approximately 200 feet of a storm drain owned and operated by County Flood Control as a means of diverting stormwater and urban runoff into the Water Capture Facility ("**Flood Control Agreement**"), attached as Exhibit 4.

J. An Industrial Waste Discharge Permit ("**IW Permit**") was issued by the Districts on January 17, 2019 to allow the Water Capture Facility to discharge to the Districts' sanitary sewer. The IW Permit was amended on April 28, 2021 to reflect the specific equipment installed on the Project and is attached as Exhibit 5. The IW Permit has an expiration date of January 16, 2024 and may be renewed, revised, or amended in accordance with Districts' policies.

K. Using the contract documents prepared under the Project Agreement, the City advertised an Invitation to Bid for the project construction, which included the construction of a diversion structure at the County Flood Control culvert, the supply and installation of a pretreatment device, installation of the City-furnished precast stormwater storage units, construction of a below-ground pump station, construction of a junction structure to connect to the Sanitation Districts' trunk sewer, restoration of the ball fields and landscaping directly affected by the construction, and all additional civil, mechanical, and electrical work associated with the Project, including the installation of a new electrical transformer and meter to supply power to the Water Capture Facility.

L. The City subsequently entered into a contract with OHL USA for the Project construction on April 19, 2018. A Notice to Proceed with construction was issued in May 2018. At that time, the Project was scheduled to be completed in December 2019.

M. Due to construction challenges, the Project has been significantly delayed, with an anticipated completion date not earlier than December 1, 2021. The challenges to construction completion include:

- Rain delays occurring primarily in the winter of 2018/2019;
- Delays associated with the contractor's design and implementation of the shoring system associated with the main excavation;
- Characterization and management of contaminated soil;
- Various contractor-related productivity issues.

N. The Project Agreement was amended in January 2020 to increase the project budget as a result of the construction delays and noted that the City expects to receive municipal return funds from Los Angeles County's Safe Clean Water Program, some of which may be used for this Project and operation and maintenance expenditures related to the Facility. Amendment No. 1 to the Stormwater Project Services Agreement is attached as Exhibit 6.

O. The County MOU and County Maintenance Agreement both require the City to prepare an operation and maintenance manual ("**O&M Manual**") describing in detail the operation and maintenance requirements of various components of the Water Capture Facility.

P. The Water Capture Facility is owned, and will be operated, and maintained by the City in accordance with the O&M Manual and IW Permit upon completion of the Project construction.

Q. The Parties intend by this Agreement for the District to assist with the startup and initial operation and maintenance of the Water Capture Facility, as described herein. In general, the City intends for the District to assist with or perform O&M services on the pump station and control elements related to the Facility and intends to use City contractors for maintenance of the gravity storm drain portions of the Facility.

R. The Parties intend that all work performed under this Agreement will be paid for by the City, which will apply for reimbursement from the County of Los Angeles under the County MOU and the Safe Clean Water Program.

Therefore, the Parties agree as follows:

1. Scope of Services. The District shall, on a time and materials basis, assist the City, at the City's direction, in providing operations and maintenance (**"O&M"**) support for the Water Capture Facility at Carriage Crest Park in the City of Carson. The District shall perform the following services for the City in connection with the Water Capture Facility:

1.1 Initial Startup. The District shall provide support services related to the initial startup of the Water Capture Facility.

1.2 Preparation of O&M Work Plan. The District shall assist the City in defining the scope of the O&M requirements for the Water Capture Facility, including preparing an O&M Manual for the Water Capture Facility in accordance with the requirements of the County MOU, the County Maintenance Agreement, the IW Permit, and other relevant requirements.

1.3 Preparation of O&M Contract Specifications. The District shall assist the City in preparing contract documents for the City's use in procuring the services of an O&M contractor(s).

1.4 Interim O&M Services. If required due to the timing of the project startup and the City's contracting for O&M services, the District shall perform, or hire and manage the work of contractors to perform operation and maintenance services at the Water Capture Facility on a short term basis. The timeframe for direct O&M services provided by the District shall end no later than April 30, 2022 unless extended by mutual agreement. All portions of the Project that are not directly related to the Water Capture Facility, such as lighting, fencing, irrigation, landscaping, or ball fields, shall be understood to be outside the scope of this Agreement.

1.5 Interim Discharge Sampling. If required due to the timing of the project startup and the City's contracting for O&M services, the District shall perform, and/or hire and manage the work of consultants, contractors, or laboratories to perform sampling and associated laboratory analysis of discharges from the Water Capture Facility to the sanitary sewer, as required by the Industrial Waste Discharge Permit, and furnish that data to the City. The City shall be responsible for recording the flow data required under the IW Permit and submitting the analytical, flow, and maintenance data, and make all required payments in accordance with the Facility's IW Permit.

1.6 Controls and Telemetry As a condition of the IW Permit for the Water Capture Facility, the Facility includes a local control panel and cellular telemetry link to allow the Districts to remotely access the operation of the pumps that discharge to the sanitary sewer. Ports and a workstation have been provided for the City to install a similar parallel system to remotely access the facility. The District shall assist the City with operation and maintenance of the telemetry to Districts' facilities required by the IW Permit. The City shall be directly responsible for all costs associated with both telemetry systems.

2. Duration of Agreement. This Agreement shall become effective on the Contract Date and shall be effective through June 30, 2022 unless terminated early. This Agreement may be extended by mutual written agreement for a period not to exceed three years from the Contract Date.

3. Coordination with Project Agreement. This Agreement shall be understood to be a separate agreement from the Project Agreement. Regardless of the effective date of this Agreement, work will be performed under the Project Agreement through the end of project construction or until the expenditures approved by the City for that Agreement are reached, whichever is earlier, at which time work may immediately continue under this Agreement.

4. Coordination with Other Agreements. This Agreement is intended to cover technical assistance and other miscellaneous services which may be supplied by the District and its various departments and consultants. In the event that the District and the City are either parties to or subsequently enter into a separate contract for specific services included within the scope of this Agreement, those separate contracts shall control with respect to the scope of the duties of the Parties thereunder unless such contracts adopt the provisions of this Agreement by reference.

5. Facility Ownership. The Water Capture Facility is and will be owned by the City. The City shall be responsible for reviewing and approving the O&M work plan and bid documents and for advertising, bidding, and awarding the City's contracts for O&M service at the Water Capture Facility. The District will not own any part of the Water Capture Facility, such as the sewer junction structure at any time, unless otherwise specified in a separate agreement.

6. Deposit and Payment. The City shall pay the District on a time-and-materials basis, not to exceed $250,000, without further authorization from the City. The City shall deposit with the District an initial payment of $50,000 to be used toward any allowable costs of the Project.

7. Costs. Costs to be incurred by the District under this Agreement may include any of the following:

7.1 District staff costs, based on the Schedule of Fees provided in Exhibit 7 and subject to annual adjustment consistent with the District's salary and cost increases. Staff charges incurred prior to the Contract Date are reimbursable under this Agreement.

7.2 Materials costs, including supplies, copying, and mileage.

7.3 Equipment costs, including reasonable rental rates for equipment or tools used in directly performing O&M services.

7.4 Consultant, laboratory and legal fees, on a pass-through basis.

7.5 Any other costs incurred by the District directly related to the work performed under this Agreement.

8. Specific Exclusions. The following are specifically excluded:

8.1 Preparation and submittal of industrial waste reports or payments related to the discharge of captured water to the Districts' Trunk Sewer.

8.2 Costs to modify, alter, or repair any part of the Water Capture Facility or its components.

8.3 Costs associated with electrical power at the Water Capture Facility and costs related to telemetry equipment and service. Those payments shall be made directly by the City.

8.4 Operation and maintenance of any improvement not associated with the stormwater management function of the Water Capture Facility, such as: maintaining the exterior of the associated electrical building, security cameras, or landscaping.

8.5 Management or oversite of any contractors hired by the City.

8.6 Any sort of security at the site.

9. Invoices. The District shall maintain itemized and detailed work or job records covering the cost of all functions and services performed under this Agreement, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all District-owned machinery and equipment, invoices for consultants, materials and supplies, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service. The District shall furnish to the City an invoice for all work performed and expenses incurred during each calendar month. The invoice shall be itemized to show subtotals for each task that was active during the invoice period. The invoice will reflect the current overall balance, the charges to date for each task, and a work progress statement for each task, any payments made by the City to date, any outstanding invoices and an amount due for replenishment of the balance.

9.1 Return of Deposit. Upon termination of this Agreement, the District shall prepare a final invoice. The District will, upon payment of the final invoice, refund to the City the balance of the deposit after deduction for any outstanding amounts due the District under this Agreement.

10. Disputes. The City shall independently review each invoice submitted by the District to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the applicable task. In the event any charges or expenses are disputed by the City, the invoice will be returned by the City to the District within 14 calendar days from date of receipt by the City for correction or clarification and resubmission. Review and payment by the City for any invoice provided by the District shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

11. Payment Terms. The City shall pay the District within 45 days after invoice. The City's duty to pay the District is not contingent upon reimbursement from any other party. The City shall be solely liable for all charges incurred by the District for the Project.

12. Termination. Notwithstanding the provision of Section 2 of this Agreement, either the City or the District may terminate this Agreement at any time by giving 30 days prior written notice of termination to the other Party.

13. Indemnity, Performance Warranty, and Limitation of Liability.

13.1 Indemnity. The City shall indemnify, defend, and hold harmless the District and its elected and appointed officers, employees and agents from and against any demands claims, actions, fees, costs and expenses (including attorney and cost of expert witness fees and costs of litigation) arising out of or relating to the Project or Water Capture Facility. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the District or its agents. The District shall indemnify, defend, and hold harmless the City and its elected and appointed officers, employees and agents from and against any demands claims, actions, fees, costs and expenses (including attorney and cost of expert witness fees and costs of litigation) arising out of or relating to any services provided under this Agreement, including, but not limited to, any services performed by its officers, employees, agents, subcontractors, or subconsultants. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the City or its agents.

13.2 Warranty and Limitation of Liability. The District warrants that all services will be provided in accordance with industry professional standards by similarly-qualified professionals. The City shall notify the District within 30 days if any services are claimed to be deficient. For any breach of this warranty, the City's exclusive remedy will be the District's re-performance and correction of the deficiency at District's cost. In no event will the District be liable to the City for the payment of any indirect, incidental, special, punitive, or consequential damages. The District's maximum liability for any damages arising out of or related to this Agreement shall be the amount paid by City to the District for the District's staff time and materials under this Agreement.

14. Insurance. Unless the District is self-insured in which event District shall provide City letters of self-insurance sufficient to evidence the coverages required in this Section 14, the District 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:

14.1 Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

14.2 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 District 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 District in the course of carrying out the work or services contemplated in this Agreement.

14.3 Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence 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.

14.4 Subcontractors. District shall include all subcontractors and subconsultants as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor and subconsultant. All coverages for subcontractors and subconsultants shall be subject to all of the requirements stated herein.

14.5 General Insurance Requirements. The comprehensive general liability and automobile 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 District'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, the District shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 14.5 to the City. No work or services under this Agreement shall commence until the District 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.

14.6 Sufficiency of Carriers. 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.

15. Notices. All notices pursuant to this Agreement must be addressed as set forth below or as the Party may designate by separate written notice to the other Party. Notices must be sent prepaid through the United States mail with a courtesy copy by email. Notice will be deemed given two days after postmark. The Parties may also provide notices to each other by personal delivery or overnight courier and any notice so given will be deemed to have been given upon receipt.

If to District

By Personal Delivery or Overnight Carrier
County Sanitation District No. 2 of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Attn: Water Quality Section
Courtesy copy by email to: kruffell@lacsd.org

By U.S. Mail
County Sanitation District No. 2 of Los Angeles County
P.O. Box 4998
Whittier, CA 90607-4998
Attn: Water Quality Section

If to the City
City of Carson
701 E. Carson Street
Carson, CA 90745
Attention: Eliza Jane Whitman.
Courtesy copy by email to: ejwhitman@carsonca.gov

16. Authority. Each signatory of this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of the Party for which he or she as signatory executes this Agreement. Each Party represents that it has the appropriate legal authority to enter into this Agreement and to perform all obligations under this Agreement.

17. Construction and Interpretation. Each of the Parties has been represented by counsel in the negotiation and drafting of this Agreement, which has been arrived at through negotiations. Each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party will not apply in the construction or interpretation of this Agreement, but instead the Agreement will be interpreted based on its fair meaning. Specific provisions of this Agreement will take precedence over conflicting general provisions.

18. Amendment. This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement and approved by their respective governing boards unless otherwise specified herein. In the event one Party wishes to amend this Agreement, it will notify the other Party, and specify the section or sections it seeks to amend. The Parties will meet and confer in good faith concerning any proposed amendment.

19. No Partnership/No JPA. The District is acting as an independent contractor for the City for the purpose of this Agreement and the Project. The Parties do not intend by this Agreement to create a joint exercise of powers agreement, and the Parties do not intend by this Agreement to create a partnership or a joint venture of any sort.

20. Necessary Actions/Further Assurances. Each Party shall execute and deliver any necessary documents and instruments, and take any additional actions as may be reasonably required, to carry out the purposes of this Agreement.

21. No Third Party Beneficiaries. This Agreement does not create any right or interest in any non-Party, or in any member of the general public, or other governmental entity as a third party beneficiary, and the intent and effect of this Agreement is not to create any other private right of action or enforcement in any person not an express Party to this Agreement.

22. Severance. If any part of this Agreement is invalidated, set aside, modified or disapproved as a result of a judicial or administrative ruling or determination, the remainder of the Agreement shall remain in full force and effect, and the Parties shall fulfill their obligations under this Agreement consistent with the remainder of this Agreement.

23. Successors and Assigns. This Agreement will be binding on and inure to the benefit of the Parties' respective successors and assigns. No Party may assign its interests in, or obligations under, this Agreement without the written consent of the other Party, which consent may be

withheld at the sole discretion of either Party. No attempted assignment will be valid for any purpose unless approved by the other Party at its sole and absolute discretion.

24. Waivers. Waiver of any breach or default under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement will not be deemed a waiver of that remedy.

25. Delegation to the Chief Engineer. The District's Chief Engineer is authorized to take all actions on behalf of the District in connection with any approvals, consents, or actions required of or by the District under this Agreement, including modifying the agreement duration or amendments thereto.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

CITY OF CARSON

By: _____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

By: _____
Sunny K. Soltani, City Attorney
[rjl]

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

By: _____
Chairperson

June 8, 2022

ATTEST:

_____
Secretary to the Board

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

Exhibit 1
Cooperative Implementation Agreement
between the City and Caltrans

COOPERATIVE IMPLEMENTATION AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON June 08, 2016, is between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS and the CITY OF CARSON, a body politic and a municipal corporation (chartered City) of the State of California, referred to herein as "AGENCY". CALTRANS and AGENCY are together referred to as PARTIES.

RECITALS

1. CALTRANS and AGENCY, pursuant to California Streets and Highways Code (SHC) Sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) as a watershed stakeholder within AGENCY's jurisdiction.

2. As per Attachment IV of the Caltrans National Pollutant Discharge Elimination Permit Order 2012-0011-DQW (NPDES Permit), Section I.A, CALTRANS and AGENCY are to collaboratively implement the NPDES Permit requirements as they have been identified as stakeholders in the Total Maximum Daily Load (TMDL) for the CARSON WATER CAPTURE FACILITY (hereinafter referred to as "Water Capture Facility"). CALTRANS has agreed to contribute an amount not to exceed THIRTEEN MILLION (in English) Dollars ($13,000.000) to AGENCY for AGENCY to construct the Water Capture Facility, within the regional area under the jurisdiction of AGENCY to comply with the TMDL. The NPDES Permit (including Attachment IV) is located at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/caltrans.shtm

3. AGENCY has agreed to implement Water Capture Facility Project (hereinafter referred to as the "PROJECT") subject to the terms and conditions of this Agreement including all attached hereto that are incorporated herein and made a part of this Agreement (collectively referred to as the "AGREEMENT").

4. AGENCY will be responsible for all management, maintenance and operations, including costs of the constructed Water Capture Facility.

5. CALTRANS will be credited with one (1) Compliance Unit (CU) for each Eighty Eight Thousand Dollars ($88,000) paid to AGENCY. A compliance unit is defined as one (1) acre of CALTRANS's Right-of-Way (ROW) from which the runoff is retained, treated, and/or otherwise controlled prior to discharge to the relevant reach. The financial equivalent as submitted by CALTRANS is One Hundred Seventy Six Thousand Dollars ($176,000) per CU. The State Water Resources Control Board ("State Water Board") is encouraging collaborative efforts and Cooperative Implementation Agreements, and uses a 50% discount for CU in dollars contributed to the Cooperative Implementation. This sets the CU equivalent at Eighty Eight Thousand Dollars ($88.000).

6. Cooperative Implementation has the following advantages: (i) allows for retrofit projects off the ROW, at locations that may otherwise have space, access, or safety limitations within the ROW; (ii) provides for the involvement of local watershed partners who have an interest and expertise in the best way to protect, manage, and enhance water quality in the watershed; (iii) allows for implementation of Best Management Practices (BMPs)

and other creative solutions not typically available to CALTRANS; (iv) allows for larger watershed-scale projects; and (v) leverages resources from other entities.

7. All services performed by AGENCY pursuant to this AGREEMENT are intended to be performed in accordance with all applicable Federal, State and AGENCY laws, ordinances, regulations, and CALTRANS published manuals, policies, and procedures. In case of conflict between Federal, State and AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be Federal, State and then AGENCY laws and regulations, respectively.

8. Project funding is as follows:

FUND TITLE	FUND SOURCE	DOLLAR AMOUNT
SHA	**State of California**	**$13,000,000**

SECTION I

All sections of this agreement including the recitals are enforceable.

1. AGENCY has agreed to implement PROJECT in accordance with Attachment II-SCOPE SUMMARY. The SCOPE SUMMARY that is attached to and made a part of this AGREEMENT defines in detail the PROJECT's scope of work, description, timeline, location and budget.
2. AGENCY will be responsible for all management, maintenance and operations, including costs of the constructed Water Capture Facility.
3. AGENCY will develop and construct the Water Capture Facility in accordance with the applicable laws, policies, practices, procedures and standards. This applies to all procurements, including land acquisitions, licenses and permits.
4. AGENCY shall prepare initial engineering and geotechnical assessments, and detailed design as well as acquire environmental reviews and Right-of-Way need for the PROJECT. This work is the AGENCY equivalent to Caltrans process of Project Initiation Document (PID), Project Approval & Environmental Document (PA & ED) and Plans, Specification and Estimate (PS&E). AGENCY will pay for coordinate, prepare, obtain, implement, renew, and amend all any permits needed to complete the PROJECT. AGENCY will prepare CEQA environmental documentation to meet CEQA requirements.
5. AGENCY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code and will be responsible for the administration, acceptance, and final documentation of the construction contract.
6. AGENCY shall be reimbursed for actual costs not exceeding the amount provided in the AGREEMENT herein
7. CALTRANS shall have the right to inspect the work to be performed hereunder at any time during its progress and to make final inspection upon completion thereof. Failure of CALTRANS to object within 30 days after final inspection shall indicate satisfactory performance of the AGREEMENT by AGENCY.
8. The total amount reimbursable to AGENCY pursuant to this AGREEMENT by CALTRANS shall not exceed $13,000,000 ("Contract Sum"). Costs incurred by AGENCY for PROJECT work under this AGREEMENT in excess of the Contract Sum will be borne by AGENCY. It is understood and agreed that this AGREEMENT fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager or designee at or below the fund limitation amount set forth in this AGREEMENT and in accordance with the Budget included in Attachment II.
9. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for PROJECT will be held in confidence to the extent permitted by law, and where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of such

documents in the event said documents are shared between the Parties. Parties will not distribute, release, or share said documents with anyone without prior written consent of the party authorized to release said documents except: (i) to employees, agents, and consultants who require access to complete the work described herein this Agreement; or(ii) release is required or authorized by law.

10. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to Federal or State law, whether it is disturbed by PROJECT or not. HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to Federal or State law, only if disturbed by PROJECT.

11. CALTRANS independent of PROJECT costs, is responsible for any HM-1 found within existing CALTRANS Right-of-Way (ROW). CALTRANS will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.

12. CALTRANS has no responsibility for management activities or costs associated with HM-1 found outside the CALTRANS existing ROW. AGENCY, independent of PROJECT costs, is responsible for any HM-1 found within PROJECT limits outside existing CALTRANS ROW, and will pay, or cause to be paid, all costs associated with HM-1 management activities. AGENCY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule.

13. If HM-2 is found within the limits of PROJECT, the AGENCY responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT construction cost.

14. This AGREEMENT may only be amended or modified by mutual written agreement of the parties.

SECTION II – GENERAL PROVISIONS.

1. **TERMINATION**

A. This AGREEMENT may be terminated by PARTIES upon mutual written agreement. In the event of a termination CALTRANS will reimburse AGENCY all allowable, authorized, and non-cancelable obligations and prior costs incurred by AGENCY.

B. CALTRANS reserves the right to terminate this agreement before the AGENCY awards the construction contract or begins to do project work. CALTRANS will reimburse AGENCY reasonable, allowable, authorized and non-cancelled costs up to the date of termination that are attributable to the PROJECT.

C. This Agreement will terminate upon completion of PROJECT that all parties have met all scope, cost, and schedule commitments included in this agreement and have signed a closure statement, which is a document signed by the parties that verifies the completion of PROJECT, except for all indemnification, document retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

D. AGENCY has sixty (60) days after the effective date of AGREEMENT termination, or such other time agreed upon in writing by PARTIES, to submit invoices to CALTRANS to make final allowable payments for Project costs in accordance to the terms of this AGREEMENT. Failure to submit invoices within this period may result in a waiver by AGENCY of its right to reimbursement of expended costs.

2. **BUDGET CONTINGENCY CLAUSE**

All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority. It is mutually agreed that if the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended if possible to reflect any reduction in funds, but nothing herein obligates parties to provide additional funding or proceed if sufficient funding is unavailable

3. **ALLOWABLE COST, PAYMENTS AND INVOICING**

A. The method of payment for this Agreement will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and indirect costs, including, but not limited to labor costs, employee benefits, travel (overhead is reimbursable only if the Agency has an approved indirect costs allocation plan) and contracted consultant services costs incurred by AGENCY in performance of the PROJECT work, not to exceed the cost of the Contract Sum.

B. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the PROJECT WORK. AGENCY must not only have incurred the expenditures on or after the Effective Date of this AGREEMENT and before the Termination Date, but must have also paid for those costs to claim any reimbursement.

C. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by AGENCY to participate in OBLIGATIONS incur and pay those costs. Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources rules current at the effective date of this Agreement.

D. CALTRANS will reimburse AGENCY for all allowable PROJECT costs no more frequently and no later than monthly in arrears and as promptly as CALTRANS fiscal procedures permit upon receipt of itemized signed invoices. Invoices shall reference this AGREEMENT Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation
Division of Environmental Analysis – Stormwater Program
Attention: Constantine Kontaxis, MS 27
P.O. Box 942874
CA, 94271-0001

E. Invoices shall include the following information:

1) Invoice Cover Sheet The invoice cover sheet summarizes the previous, current and total amounts billed for the agreement. Details included on the cover sheet are:
   a. Invoice Date
   b. Contract Number
   c. Invoice Number
   d. Billing period (performance period), specified with beginning and ending dates. Best towards top of page.
   e. Brief description of the work performed
   f. Summary of total dollar amount billed to date
      i. Previous month invoice balance
      ii. Amount billed this month
      iii. Total amount billed including current invoice amount
   g. Total amount due
   h. Summary of charges
      i. Agency (city) Labor Costs
      ii. Sub-Vendor Labor Costs (consultant)
      iii. Sub-Vendor Direct Costs (materials, equipment, miscellaneous itemized costs)
      iv. Other Direct Costs
   i. Discounts (if applicable)
   j. Remittance information including name and address
   k. Agency Contract Manager's name, address and phone number
   l. Agency Contract Manager's signature and signature block
   m. Caltrans Contract Manager's name and address

n. Caltrans Contract Manager's signature block (optional)

2) Invoice and Supports

All invoice charges must match the rates on the contract cost proposal and personnel request. (Changes in billing rates must be approved BEFORE billing.) The Caltrans' Contract Manager needs an invoice with sufficient detail to verify the charges are allowable under the agreement with sufficient support to allow them to verify charges. Supporting documentation, such as receipts, is required for all costs included on the invoice that are not for hourly or sub-contract labor.

Agency labor charges need to show person's name, hours worked, billing rate and brief description of work performed. Supporting documents (timesheet or payroll report) need to be provided. These documents need to include:

a. Name (first and last)
b. Hours charged
c. Brief description -- identify the work is for the project funded by the Cooperative Implementation Agreement
d. Month, day and year of the charges
e. Worker and supervisor's signatures (Exceptions can be made for electronic timesheets.) All overtime must be approved in advance by the Caltrans Contract Manager

Direct costs (such as material costs, vehicle rental) are reimbursable. These costs need to be verified, therefore, a copy of the receipt, paid purchase order or other documentation that shows the items and cost needs to be attached to the invoice.

Agency personnel travel costs may be reimbursed according to the Consultant and Contractor travel guidelines located on the Caltrans' website at: **http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm.** Attached is the Travel Expense Claim (TEC) form.

Subcontractor costs are reimbursed after providing a copy of the paid invoice. This invoice needs to show the AGENCY contract manager reviewed and approved the payment. Caltrans requires its vendors to submit proof of costs incurred, such as timesheet or payroll records, travel reimbursement form (that includes the reason and dates for travel) with receipts, receipts for materials, lab services or other items) and assumes the agency has similar requirements that are documented.

3) Progress Reports

Each invoice needs to be accompanied by a Progress Report for the billing period. This report includes:

a. Work performed during the billing period (can be in a bullet format)

b. Contract progress estimate -- percentage of work completed (not dollar based)
c. Work anticipate during the next billing cycle (can be in a bullet format)
d. Total amount spent during the billing period (agency personnel, agency direct costs, subcontractor costs and total)
e. Total amount spent to date (agency, subcontractor, total)
f. Percentage of Caltrans Interagency Agreement (CIA) funds used to date. [Total (agency and subcontractor)/CIA not to exceed amount)]

4. **COST PRINCIPLES**

A. If PARTIES fund any part of OBLIGATIONS with state or federal funds, each PARTY will comply, and will ensure that any sub-recipient, contractor or subcontract hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this Agreement.

B. Any Project costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS.

C. PARTIES will maintain and make available to each other all PROJECT related documents, including financial data, during the term of this AGREEMENT. PARTIES will retain all PROJECT-related records for three (3) years after the final voucher.

5. **MUTUAL INDEMNIFICATION**

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon AGENCY under this Agreement. It is understood and agreed that AGENCY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under this Agreement.

6. **RETENTION OF RECORDS/AUDITS**

A. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of

completion, and provide support for reimbursement payment vouchers or invoices. All books, documents, papers, accounting records and other supporting papers and evidence of performance under this AGREEMENT of AGENCY, its contractors, subcontractors and sub-recipients connected with PROJECT performance under this AGREEMENT shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government during business hours with appropriate notice. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and under this AGREEMENT, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and AGENCY law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.

B. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this AGREEMENT.

C. This AGREEMENT be subject to a pre-award audit prior to execution of the AGREEMENT to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

D. CALTRANS, the state auditor, Federal Government, (if the PROJECT utilizes federal funds), will have access to all PROJECT-related records and any party hired by AGENCY to participate in PROJECT, for audit, examination, excerpt, or transcription.

E. The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

F. Upon completion of the final audit, AGENCY has thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

7. **DISPUTES**

A. PARTIES will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS Chief Environmental Engineer and the executive officer of AGENCY will attempt to negotiate a resolution.

B. If PARTIES do not reach a resolution, AGENCY' legal counsel will initiate mediation. PARTIESS agree to participate in mediation in good faith and will share equally in its costs.

C. Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if either PARTY stops fulfilling OBLIGATIONS, the other PARTY may seek equitable relief to ensure that OBLIGATIONS continue.

D. Except for equitable relief, no PARTY may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

E. PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTY will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

F. Additional Dispute Remedies. PARTIES maintain the ability to unanimously pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

8. RELATIONSHIP OF PARTIES

It is expressly understood that this AGREEMENT is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. NOTIFICATION OF PARTIES

A. AGENCY Project Manager name, title and phone number

B. CALTRANS's Contract Manager name, title and phone number

C. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Carson
Maria Slaughter – Director of Public Works
701 E Carson St.
PO Box 6234
Carson, CA 90745

California Department of Transportation
043/Environmental
Attention: Constantine N. Kontaxis
1120 N. St. MS 27
Sacramento, CA 95814
Mail to: P.O. Box 942874, 92427

SECTION III - ATTACHMENTS

The following attachments are incorporated into and are made a part of this AGREEMENT by this reference and attachment.

I. AGENCY Resolution, Certification of Approval, order, motion, ordinance or other similar document from the local governing body authorizing execution of the agreement

II. Scope of Work, Description, Timeline, Location and Budget

SECTION IV- SIGNATURES

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached. PARTIES are empowered by California Streets and Highways Code (SHC) sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenant to have followed all the necessary legal requirements to validly execute this AGREEMENT.

AGENCY

By: _____
Albert Robles, Chairman

ATTEST:

By: _____
Donesia L. Gause, CMC
Agency Secretary

APPROVED AS TO FORM:
Aelshire & Wynder, LLP

By: _____
for Sunny K. Soltani, Agency Counsel

DEPARTMENT TRANSPORTATION

Signature _____ Date 6-20-16

Print Name Constantine D. Kontos Title Waterfront Manager

ATTACHMENT II – SCOPE SUMMARY

Carson Water Capture Project

Description and Scope of Work

The City of Carson is now a member of the Dominguez Channel Watershed Management Area Group. An Addendum to Enhanced Watershed Management Program for the Dominguez Channel Watershed Management Area Group to incorporate Carson was approved by the Los Angeles Regional Water Quality Control Board (Los Angeles Regional Water Board, or Regional Board) on April 21, 2016. This Addendum includes the portions of Carson that discharge directly to Machado Lake (560.8 acres) and indirectly to Machado Lake through the Wilmington Drain (657.7 acres). The Basin Plan defines the beneficial use of Machado Lake as Warm Freshwater Habitat (WARM), Wildlife Habitat (WILD), Wetlands Habitat (WET), Water Contact Recreation (REC1), and Non-Contact Water Recreation (REC2). Beneficial uses for Wilmington Drain are not specifically defined in the Basin Plan. However, based on the tributary rule, they are assumed to be the same as Machado Lake. Three TMDLs have been adopted for Machado Lake: a Trash TMDL, a Nutrient TMDL, and a Pesticides and PCBs TMDL. The City of Carson is subject to all three TMDLs. The Reasonable Assurance Analysis (RAA) prepared for the Enhanced Watershed Management Program for the Dominguez Channel Watershed Management Area Group, which includes the Machado Lake Watershed, indicates that the limiting pollutant for the Wilmington Drain is nutrients.

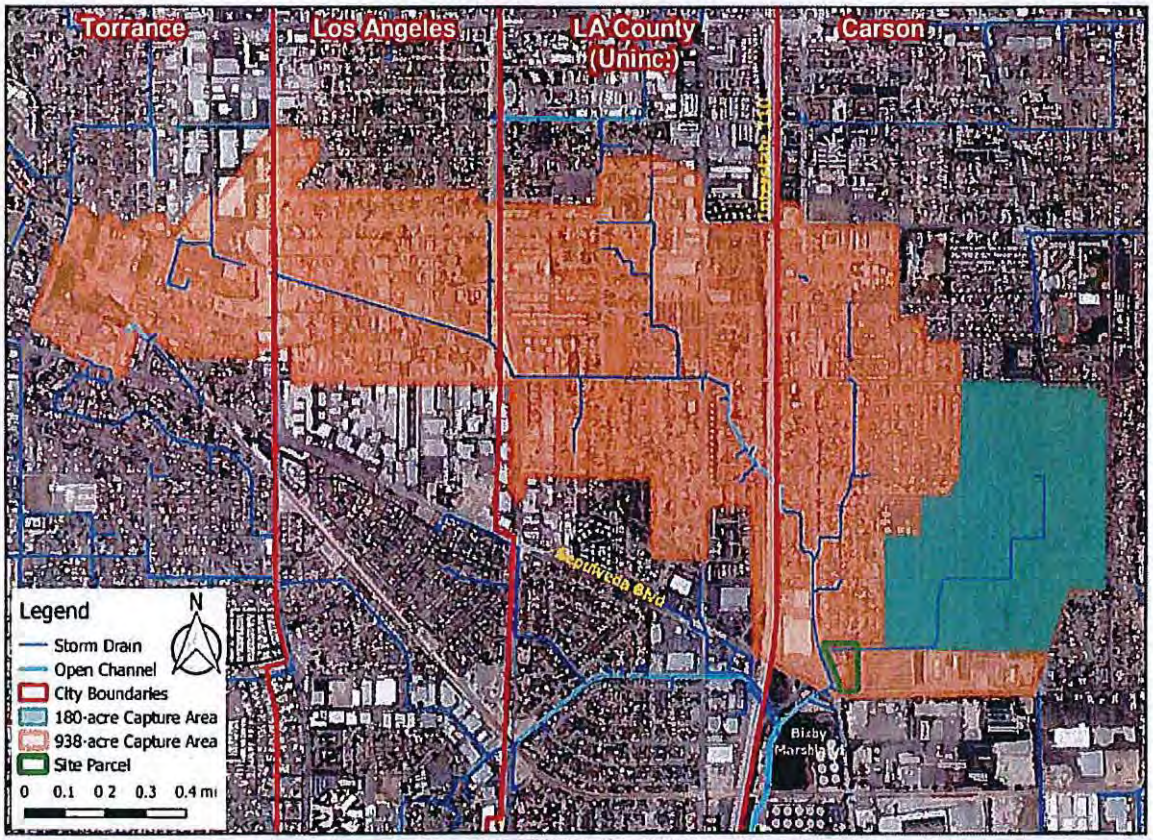
The Watershed Management Area Group has decided to address water quality impairments through a combination of institutional BMPs, low impact development, green streets, and regional BMPs. One of the regional BMPs in the Addendum to Enhanced Watershed Program for the Dominguez Channel Watershed Management Area Group that incorporated Carson is Carriage Crest Park. It was identified as a high priority site for a regional stormwater capture project due to its proximity to two large storm drains with a total drainage area of 1,118 acres. This area discharges to Machado Lake via the Wilmington Drain. The original concept for this project was to capture all dry-weather runoff and the 85th percentile, 24-hour runoff event from a 180-acre drainage area entirely within the City of Carson, as well as all dry-weather flows from a 938-acre drainage area that includes acreage in the City of Carson, the City of Los Angeles, the City of Torrance, and unincorporated Los Angeles County. This concept would require two separate diversion structures. An alternative design that would use a single diversion structure that would capture discharges from both the 180-acre and the 938-acre drainage areas, and maximize the total runoff captured from the combined drainage area, has been proposed and discussed with Regional Water Board staff.

The original concept for this project was to capture water in an off-line cistern below the ball field at Carriage Crest Park and to infiltrate the captured water into a perched aquifer. Preliminary investigation indicated that infiltration may not be a viable option. An alternative and preferable plan is now under development. Rather than attempting to infiltrate the captured water, the water will either be treated for irrigation uses on the park or be transferred to the nearby Joint Water Pollution Control Plant (JWPCP) where it would receive primary and secondary treatment and be available for a proposed advanced treatment facility to be operated by the Metropolitan Water District. The water produced by the Metropolitan Water District would augment drinking water supplies through recharge of groundwater basins in Los Angeles and Orange Counties.

The Carriage Crest project will initially involve an evaluation of how to best achieve the objective of capturing the most runoff using the space and budget available. A cost-benefit analysis of treating the water on-site versus sending the water to the JWPCP will be performed.

The Carriage Crest Park site (see Figure 1) would capture discharges from approximately 1,118 acres of the Wilmington Drain subwatershed of the Machado Lake Watershed. A water capture facility at this site could greatly assist Caltrans and the municipalities to come into compliance with the applicable TMDLs by reducing the transport of pollutants downstream to Machado Lake. A water capture facility at this site with a capacity of 11-13 acre-feet would capture wet-weather discharges equivalent to a site of approximately 232-275 acres.

Figure 1. Carriage Crest Project Capture Area



Site Information	
Land Owner	City of Carson
Street Address	23800 Figueroa St, Carson, CA 90745
Latitude/Longitude	33° 48' 32.2" N / 118° 17' 5.1" W
Assessor's Identification Number (AIN)	7330007905
Watershed Management Area	Dominguez Channel Watershed
Receiving Water	Wilmington Drain/Machado Lake

The project involves initial engineering and geotechnical assessments, detailed design, environmental compliance, permitting, construction of a diversion structure and piping, construction of a pre-treatment facility, excavation and construction of a high void underground storage/infiltration

chamber, disposal of excavated soil, and reconstruction of disturbed portions of the site. In addition, the project includes development and approval of a Memorandum of Understanding for the long-term management, operation, and maintenance of the constructed water capture facility.

The City of Carson will enter into a Cooperative Implementation Agreement with Caltrans and Carson will enter into an agreement with the Los Angeles County Sanitation Districts (LACSD) to manage the project, conduct engineering and geotechnical investigations, and assist with environmental clearance, permitting, design, and construction management. City staff assigned to manage the project will charge hours to the project in accordance with the Caltrans requirements under this agreement.

Cost Estimate

A planning-level cost estimate is presented for a water capture facility serving the portion of the Wilmington Drain subwatershed that is tributary to Carriage Crest Park. During the preliminary concept phase, it is difficult to produce a precise cost estimate because the specific details pertaining to the project have not been determined; therefore, the costs are presented as preliminary estimates. The cost estimates consider the costs associated with planning, design, permits, an environmental assessment, construction, construction administration, contingency, and mobilization. Land acquisition costs may be of importance for other projects, but are not considered in the cost estimates presented because the site is on publically controlled land. The following generally accepted costs were used for cost estimates presented:

- Project Management – 5.5% of construction cost
- Preliminary Engineering Study – 7.5% of construction cost
- Environmental Documents – 2% of construction cost
- Plans, Specifications, & Estimate– 10% of construction cost
- Permitting – 2.5% of construction cost
- Construction Administration and Inspection – 6% of construction cost
- Contingency – 15% of construction cost

The cost estimate will be subject to adjustment as more information becomes available during the course of the preliminary design report and additional project concept details are developed.

Preliminary Budget

These preliminary costs will be adjusted after the Project Approval & Environmental Documents and additional project concept details are developed.

• Project Management	$478,000
• Preliminary Engineering Study	$652,000
• Environmental Documents	$174,000
• Plans, Specifications, & Estimate	$869,000
• Permitting	$217,000
• Construction Administration	$521,000
• Construction	$8,691,000
• Contingency	$1,304,000
	$12,906,000

The construction costs are based on the following cost estimates for the major construction components:

Mobilization/Demobilization	$253,000
Diversion and Pretreatment	$444,000
Pump Station and Conveyance	$1,181,000
Storage/Infiltration Chamber	$5,812,000
Electrical Service, Controls, Instrumentation	$258,000
Athletic Field Restoration	$223,000
Water Treatment System	$520,000
	$8,691,000

Preliminary Timeline

These dates are subject to refinement as the project gets underway. The complete construction dates will be dependent on receipt of the balance of the project funding from Caltrans.

Approve Agreement with LACSD	**08/02/16**
Prepare Preliminary Engineering Design Report (10%)	**09/01/16 – 12/01/16**
Commence CEQA Process	**11/07/16**
Council Approval for Preparation of the Construction Drawings	**12/06/16**
Construction Drawings – 30% Milestone	**02/09/17**
Construction Drawings – 60% Milestone	**04/13/17**
Complete CEQA Process	**05/15/17**
Construction Drawings – 90% Milestone	**06/15/17**
Construction Drawings – 100% Complete	**07/13/17**
Advertise for Bids	**07/19/17**
Award Construction Contract	**09/19/17**
Commence Construction (22 months)	**10/19/17**
***Deadline to Bill Caltrans for FY15-16 Funding Allocation**	**04/30/18**
***Deadline to Bill Caltrans for FY16-17 funding allocation**	**04/30/19**
Complete Construction	**08/30/19**
***Deadline to Bill Caltrans for FY17-18 funding allocation**	**04/30/20**

City may request adjustments to the schedule line items except for the deadlines to expend Caltrans funding allocations.

Exhibit 2
Stormwater Project Services Agreement between the City and Los Angeles County Sanitation District No. 2

STORMWATER PROJECT SERVICES AGREEMENT

(Carriage Crest Park)

This Stormwater Project Services Agreement ("**Agreement**") is entered into as of July 19, 2016 ("**Contract Date**") and is between County Sanitation District No. 2 of Los Angeles County ("**District**") and the City of Carson ("**City**"). The District and the City are referred to collectively as "**Parties**" or each separately as a "**Party**."

A. The District is organized and exists pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq*. The District is the administrative district for the County Sanitation Districts of Los Angeles County ("**Districts**"), including County Sanitation District No. 8 of Los Angeles County, the District in which the project is located. Senate Bill 485 ("**SB 485**"), effective January 1, 2016, and codified as Health and Safety Code Section 4730.68, authorizes the Districts to provide stormwater services.

B. The Districts' stormwater services powers will become effective upon the recordation of Certificate of Compliance by the Los Angeles Local Agency Formation Commission ("**LAFCO**"). The Districts do not have an independent source of revenue to devote to stormwater projects, and any District work on stormwater projects must be funded by the requesting parties.

C. The City is a municipal corporation that is required to manage stormwater within its boundaries. The City desires to construct a stormwater infiltration or diversion project at and underneath Carriage Crest Park ("**Project**"). The City has requested that the District provide certain services in connection with the Project.

D. The City has entered into a *Cooperative Implementation Agreement* with the State of California, Department of Transportation ("**Caltrans**") for the implementation of the Project ("**Caltrans Agreement**"), attached as Exhibit 1. Under the Caltrans Agreement, Caltrans will contribute up to $13 million to the City for the Project.

E. The Parties intend by this Agreement for the District to provide or oversee design, environmental review, and permitting support for the Project. The District may also provide or oversee construction management services to the City for the Project. The Parties intend that all work performed under this Agreement will be paid for by the City, which will apply for reimbursement under the Caltrans Agreement.

Therefore, the Parties agree as follows:

1. Required Consultations. SB 485 requires consultations with the Watermaster, the Water Replenishment District, and the Los Angeles County Flood Control District prior to initiating a stormwater or dry weather runoff project. The City shall lead these consultations as the project proponent, with participation from the District. This Agreement will become effective only upon the latter of (1) the City's notice to the District of the date that these consultations have been completed, and (2) the recordation of the LAFCO Certificate of Compliance ("**Effective Date**").

2. Scope of Services. The District shall, on a time and materials basis, assist the City, at City's direction, in designing, permitting, and constructing a stormwater project at and underneath

Carriage Crest Park in the City of Carson. The District shall perform the following services for the City in connection with the Project:

2.1 Project Management. The District shall assist the City in further defining the scope of the project identified in the CalTrans Agreement, coordinating with City staff and the planning consultant retained by the City, retaining consultants (as necessary) to complete the work described in Sections 2.2 through 2.6, and preparing invoices and progress reports in a format that supports the City's reporting to Caltrans.

2.2 Preliminary Engineering Study. The District shall hire and manage the work of consultants preparing the preliminary engineering study for the Project, including conducting the geotechnical investigation, site survey, hydrology and hydrology analysis, design alternatives and controls assessment, and preparing the 10% design plans.

2.3 Environmental Documentation. The District shall prepare environmental documents in compliance with the California Environmental Quality Act ("**CEQA**") for the City's review and action. The preliminary budget for the Project identified in Exhibit 1 assumes the preparation of a Mitigated Negative Declaration. If an Environmental Impact Report becomes necessary, additional funding would need to be allocated and approved by the City as a change to the Project's budget.

2.4 Permits. The District shall identify or cause its consultants to identify permits necessary for construction and operation of the Project. The District, in consultation with the City, shall complete and submit permit applications to the appropriate authorities.

2.5 Design. The District shall hire, direct, and oversee the work of consultants to prepare 30%, 60%, 90% and final design of the Project (each a "design milestone"). The final design package will include 100% design plans, specifications, and a construction cost estimate. The District will notify the City of any proposed consultants and the City may, within 5 calendar days after notice, veto a particular consultant, providing District with reasons therefor in writing. The City shall not unreasonably veto a consultant. District will submit each design milestone to the City for approval, which the City shall provide within 14 calendar days after submittal and will not be unreasonably withheld. Failure by the City to timely respond will be deemed approval.

2.6 Construction Management. The District shall hire, direct, and oversee the work of consultants to provide construction management services to the City for the Project. The District will notify the City of any proposed consultants and the City may, within 5 calendar days after notice, veto a particular consultant, providing District with reasons therefor in writing. The City shall not unreasonably veto a consultant. Failure by the City to timely respond will be deemed approval.

3. Compliance with Caltrans Agreement. The District shall comply with all terms of the Caltrans Agreement to the extent those terms are binding on agents of the City.

4. Deposit and Payment. The City shall pay the District on a time-and-materials basis, not to exceed $2,851,000 without further authorization from the City of Carson. The City shall deposit with the District an initial payment of $250,000 to be used toward any allowable costs of the Project.

5. Costs. Costs to be incurred by the District under this Agreement may include any of the following:

5.1 District staff costs, based on the Schedule of Fees provided in Exhibit 2 and subject to annual adjustment consistent with the District's salary and cost increases. Staff charges incurred after the effective date of the Caltrans Agreement and prior to the Effective Date of this Agreement are reimbursable under this Agreement.

5.2 Materials costs, including copying and mileage.

5.3 Consultant and legal fees, on a pass-through basis.

5.4 Any other costs incurred by the District directly related to the Project.

6. Payment Terms. The City shall pay the District within 45 calendar days after invoice. The City's duty to pay the District is not contingent upon reimbursement from Caltrans. The City shall be solely liable for all charges incurred by the District for the Project. Interest will accrue beginning 60 calendar days after the date of the invoice at the rate of 10% per annum, but will not begin to accrue if the invoice is in dispute, pursuant to Section 7.1 below. The District may immediately terminate this Agreement for cause if any invoice remains unpaid after 90 calendar days.

7. Invoices. The District shall furnish to City an original invoice for all work performed and expenses incurred during each calendar month in a form approved by City's Director of Finance. The invoice will reflect the deposit balance, any payments made by the City, all charges related to the Project, the ending balance for the period, and an amount due for replenishment of the deposit. By submitting an invoice for payment under this Agreement, the District is certifying compliance with all provisions of the Agreement. The invoice must detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and consultant contracts. Consultant charges must also be detailed by such categories.

7.1 Disputes. City shall independently review each invoice submitted by the District to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event any charges or expenses are disputed by City, the original invoice will be returned by City to the District within 10 calendar days for correction and resubmission. Review and payment by City for any invoice provided by the District shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Dispute over any invoice will not affect submission and payment of prior or subsequent invoices that are not in dispute.

7.2 Return of Deposit. Upon termination of this Agreement or completion of the Project, whichever comes first, the District shall prepare a final invoice. The District will, upon the City's approval of the final invoice, refund to the City the balance of the deposit after deduction for any outstanding amounts due to the District under this Agreement.

8. CEQA Compliance. For the purpose of CEQA compliance, the City will be the Lead Agency for the Project. The City will indemnify, defend, and hold harmless the District for all

claims, losses, actions, and lawsuits arising out of or relating to any CEQA documents or CEQA compliance related to the Project.

9. Project Approval/Ownership. The Project is and will be owned by the City. The City shall be responsible for approving the plans and specifications, and for advertising, bidding, and awarding the construction contract for the Project. The District will not own the Project at any time.

10. Delegation of Agency/Authority to District. The City hereby delegates to the District the authority to sign all permit applications related to and necessary for the Project.

11. Indemnity, Performance Warranty, and Limitation of Liability.

11.1 Mutual Indemnity. The District shall indemnify, defend, and hold harmless the City and its elected and appointed officers, employees, and agents from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the District's acts and/or omissions arising from the District's performance pursuant to this Agreement. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the City. The duty of the District to indemnify the City will cease as to each phase or milestone of the Project once such phase or milestone has been delivered to and accepted by the City.

The City shall indemnify, defend and hold harmless the District and its elected and appointed officers, employees, and agents from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from this Agreement or the Project following acceptance by the City of the Project or any phase or milestone thereof. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the District.

11.2 Warranty and Limitation of Liability. The District warrants that all services will be provided in accordance with industry professional standards by similarly-qualified professionals. The City shall notify the District within 30 calendar days if any services are claimed to be deficient. For any breach of this warranty, the City's exclusive remedy will be the District's re-performance and correction of the deficiency. In no event will the District be liable to the City for the payment of any punitive damages. The District will not be liable for any cost changes following advertising for construction bids for the Project, including bid prices, change orders, or other construction claims. The District's maximum liability for any damages arising out of or related to this Agreement will be to the extent of the District's insurance policy limits in effect at the time of the claim.

12. Insurance. The District is self-insured for commercial general liability and workers compensation. The District will require any consultants it hires for the Project to maintain commercial general liability, workers compensation, automobile, and professional liability insurance and name the District and the City as additional insureds. The District shall maintain the following policies of insurance coverage:

12.1 Automobile Liability. Automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed by the District. This insurance must have an endorsement naming the City as an additional insured and have a standard cross liability clause or

endorsement. The limit of insurance must not be less than $1,000,000 per occurrence combined single limit.

12.2 Professional Liability. The District shall maintain professional liability insurance with coverage for wrongful acts, errors, or omissions committed by the District in the course of work performed for the City under this Agreement. This insurance will include coverage for liability assumed under this Agreement when such liability is caused by the District's negligent acts, errors or omissions. The limit for this insurance must not be less than $1,000,000 on a claims-made basis. The effective dates for this insurance will start within 30 calendar days after the Effective Date of this Agreement, and must be valid for two years beyond completion of the Project.

12.3 All of the above policies of insurance will be primary insurance and must 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 the District's insurance. The insurer must 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.

13. Termination. The Parties reserve the right to terminate this Agreement for cause, upon thirty calendar days' written notice of default to the other Party with a reasonable opportunity to cure the default. The preceding sentence does not affect the District's right to terminate under Section 6. Upon any notice of termination, District shall immediately cease all services hereunder except such as may be specifically approved by both Parties. The City shall pay the District for all services rendered prior to the effective date of termination and for any services authorized by the City thereafter.

14. Notices. All notices pursuant to this Agreement must be addressed as set forth below or as the Party may designate by separate written notice to the other Party. Notices must be sent by email, with a courtesy copy sent prepaid through the United States mail. Notice will be deemed given as of the date of the email. The Parties may also provide notices to each other by personal delivery or overnight courier and any notice so given will be deemed to have been given upon receipt.

If to District

By email to: Kristen Ruffell kruffell@lacsd.org

By Personal Delivery or Overnight Carrier
County Sanitation District No. 2 of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Attn: Water Quality Section

By U.S. Mail
County Sanitation District No. 2 of Los Angeles County

P.O. Box 4998
Whittier, CA 90607-4998
Attn: Water Quality Section

If to the City

By email to: Dr. Maria Slaughter mslaughter@carson.ca.us

By U.S. Mail, Personal Delivery, or Overnight Carrier
City of Carson
701 E. Carson Street
Carson, CA 90745
Attention: Dr. Maria Slaughter

15. Authority. Each signatory of this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of the Party for which he or she as signatory executes this Agreement. Each Party represents that it has the appropriate legal authority to enter into this Agreement and to perform all obligations under this Agreement.

16. Construction and Interpretation. Each of the Parties has been represented by counsel in the negotiation and drafting of this Agreement, which has been arrived at through negotiations. Each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party will not apply in the construction or interpretation of this Agreement, but instead the Agreement will be interpreted based on its fair meaning. Specific provisions of this Agreement will take precedence over conflicting general provisions.

17. Amendment. This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement and approved by their respective governing boards. In the event one Party wishes to amend this Agreement, it will notify the other Party and specify the section or sections it seeks to amend. The Parties will meet and confer in good faith concerning any proposed amendment.

18. No Partnership/No JPA. The District is acting as an independent contractor for the City for the purpose of this Agreement and the Project. The Parties do not intend by this Agreement to create a joint exercise of powers agreement, and the Parties do not intend by this Agreement to create a partnership or a joint venture of any sort.

19. Necessary Actions/Further Assurances. Each Party shall execute and deliver any necessary documents and instruments, and take any additional actions as may be reasonably required, to carry out the purposes of this Agreement.

20. No Third Party Beneficiaries. This Agreement does not create any right or interest in any non-Party, or in any member of the general public, or other governmental entity as a third party beneficiary, and the intent and effect of this Agreement is not to create any other private right of action or enforcement in any person not an express Party to this Agreement.

21. Severance. If any part of this Agreement is invalidated, set aside, modified or disapproved as a result of a judicial or administrative ruling or determination, the remainder of the Agreement shall remain in full force and effect, and the Parties shall fulfill their obligations under this Agreement consistent with the remainder of this Agreement.

22. Successors and Assigns. This Agreement will be binding on and inure to the benefit of the Parties' respective successors and assigns. No Party may assign its interests in, or obligations under, this Agreement without the written consent of the other Party, which consent may be withheld at the sole discretion of either Party. No attempted assignment will be valid for any purpose unless approved by the other Party at its sole and absolute discretion.

23. Waivers. Waiver of any breach or default under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement will not be deemed a waiver of that remedy.

24. Delegation to the Chief Engineer. The District's Chief Engineer is authorized to take all actions on behalf of the District in connection with any approvals, consents, or actions required of or by the District under this Agreement.

[SIGNATURES ON THE NEXT PAGE]

SIGNATURES PAGE

CITY OF CARSON

By: _____
Name:
Title:

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

By: _____
City Attorney

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

By: _____
Chairperson

JUL 13 2016

ATTEST:

_____
Secretary to the Board

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & ~~Smith~~ LLP

By: _____
District Counsel

Exhibit 1
Cooperative Implementation Agreement

See Exhibit 1 to this O&M Agreement
for Exhibit 1 to the Stormwater Project Agreement

Exhibit 2
District Cost Schedule

Position	Hourly rate
Division Engineer	195
Supervising Engineer	170
Senior Engineer	150
Civil Engineer	135
Engineering Associate	125
Secretary	70

Labor billing rates are subject to adjustment on July 1 of each year.

Exhibit 3
Memorandum of Understanding between the City and the County of Los Angeles

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), made and entered into as of the date of the last signature set forth below by and between the CITY OF CARSON, a general law city (hereinafter referred to as CARSON) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY). Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, CARSON and the COUNTY propose to improve the water quality of stormwater and urban runoff from their respective land areas; and

WHEREAS, CARSON proposes to design, construct, operate, and maintain the Carson Stormwater and Runoff Capture Project at Carriage Crest Park (hereinafter referred to as the PROJECT), which is comprised of WATER QUALITY IMPROVEMENTS and restoration of RECREATIONAL FACILITIES; and

WHEREAS, the PROJECT will be designed to provide capture of stormwater and urban runoff from four hundred fifty-five (455) acres within CARSON and three hundred nineteen (319) acres within the COUNTY; and

WHEREAS, the PROJECT will be designed to provide treatment of the eighty-fifth (85th) percentile, twenty-four (24) hour storm event runoff volume of twenty-seven (27) acre-feet through constructed WATER QUALITY IMPROVEMENTS; and

WHEREAS, the twenty-seven (27) acre-feet of treatment will be achieved through a combination of physical storage of 13.46 acre-feet and diversion to the sanitary sewer at a rate that will capture a total of twenty-seven (27) acre-feet over the course of the eighty-fifth (85th) percentile, twenty-four (24) hour design storm event; and

WHEREAS, of the total twenty-seven (27) acre-feet of runoff volume treated by the PROJECT, fifteen (15) acre-feet is from CARSON and twelve (12) acre-feet is from the COUNTY; and

WHEREAS, the PROJECT is in the Machado Lake Watershed, and is identified in the Enhanced Watershed Management Program for the Dominguez Channel Watershed Management Area Group; and

WHEREAS, the PROJECT will be constructed at the Carriage Crest Park located 900 S. Figueroa Street, Carson, CA 90745, which park is owned and operated by CARSON; and

WHEREAS, CARSON has received thirteen million dollars ($13,000,000) in funding from the California Department of Transportation through a Cooperative Implementation Agreement to fund the PROJECT; and

WHEREAS, the COUNTY desires to provide an additional not-to-exceed amount of five million, seven hundred twenty thousand dollars ($5,720,000) to Carson to account for planning, engineering design, and construction costs associated with upsizing of the previously planned PROJECT to capture the eighty-fifth (85th) percentile, twenty-four (24) hour storm event runoff volume from the COUNTY's three hundred nineteen (319) acres tributary to the PROJECT; and

WHEREAS, PARTIES desire to enter into this MOU to establish each PARTY's responsibilities and financial obligations for the PROJECT; and

WHEREAS, CARSON has retained the services of the Sanitation Districts of Los Angeles County (SANITATION DISTRICTS) to manage the planning, engineering design, and construction of the PROJECT; and

WHEREAS, the PROJECT will be designed to discharge the captured stormwater and urban runoff to a sanitary sewer for treatment under an Industrial Waste Permit from SANITATION DISTRICTS; and

WHEREAS, CARSON has applied for a permit from the Los Angeles County Flood Control District (DISTRICT) for modifications to the DISTRICT's infrastructure; and

WHEREAS, CARSON will enter into a separate long-term Operation and Maintenance Agreement with the DISTRICT for the PROJECT; and

WHEREAS, PARTIES will jointly fund the operation and maintenance of the WATER QUALITY IMPROVEMENTS of the PROJECT; and

WHEREAS, CARSON will solely fund the operation and maintenance of the RECREATIONAL FACILITIES of the PROJECT; and

WHEREAS, the PROJECT is in the joint interest of PARTIES and will improve water quality and quality of life for citizens and provide opportunities for water conservation.

DEFINITIONS

The following definitions shall apply to this MOU:

CALTRANS shall refer to the California Department of Transportation;

RECREATIONAL FACILITIES include, but are not limited to recreational fields, irrigation systems, and landscaping;

SANITATION DISTRICTS shall refer to the sanitation districts of the County of Los Angeles existing under Health & Safety Code Sections 4700, et seq.;

O&M shall refer to an Operations and Maintenance, the operation and maintenance requirements for all PROJECT components based on the final PROJECT design, and the operation and maintenance responsibilities of CARSON, including but not limited to clean out of pretreatment system, maintenance of telemetry system, maintenance of pumps and piping and treatment surcharge fees paid to SANITATION DISTRICTS;

O&M MANUAL shall refer to an Operations and Maintenance Manual, a document that describes in detail the operation and maintenance requirements for all PROJECT components based on the final PROJECT design, and the operation and maintenance responsibilities of CARSON, including but not limited to clean out of pretreatment system, maintenance of telemetry system, maintenance of pumps and piping and treatment surcharge fees paid to SANITATION DISTRICTS;

PROJECT refers to a storm water and runoff capture project located towards the south-westerly section of the City of Carson within the Carriage Crest Park located at 23800 Figueroa Street, in Carson, California, which will include WATER QUALITY IMPROVEMENTS and restoration of RECREATIONAL FACILITIES. The PROJECT will involve the diversion and pretreatment of stormwater from an existing storm drain system at a rate of forty-five (45) cubic feet per second. The storm water will then be diverted to a subsurface storage reservoir located under Carriage Crest Park and ultimately discharged to the sanitary sewer for treatment at the Joint Water Pollution Control Plant or returned to the storm drain system on an as-needed basis; and

WATER QUALITY IMPROVEMENTS include but are not limited to a storm drain diversion system, a catch basin diversion system, pretreatment devices, an underground storm water storage facility, a dewatering system to sanitary sewer, including a pump station and a discharge line, a telemetry system, and a storm drain return pipeline.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, PARTIES hereby agree as follows:

1. CARSON AGREES:

   a. To prepare plans, specifications, and cost estimate for the PROJECT.

   b. To utilize thirteen million dollars ($13,000,000) in funding from CALTRANS to design and construct the PROJECT.

   c. To prepare, as lead agency, and obtain approval of any necessary environmental documents as required under the California Environmental Quality Act for the PROJECT.

d. To obtain and comply with all applicable regulatory permits, approvals, and requirements for the PROJECT; to advertise the PROJECT for construction bids; to award and administer the construction contract; to modify approved plans and specifications for the PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction as necessary to ensure the PROJECT is constructed as intended; to cause the PROJECT to be constructed in accordance with the approved plans and specifications; and

e. To prepare an O&M MANUAL, a document that describes in detail the operation and maintenance requirements for all WATER QUALITY IMPROVEMENT components based on the final PROJECT design, including but not limited to clean out of pretreatment devices, maintenance of a telemetry system, maintenance of pumps and piping and treatment surcharge fees paid to SANITATION DISTRICTS and to provide the COUNTY the opportunity to review and provide comments on the O&M MANUAL prior to finalizing the O&M MANUAL.

f. Upon award of a construction contract by CARSON for PROJECT, to notify PARTIES of any request for a change order related to the construction of the PROJECT that exceeds five percent (5%) of the total contract amount within ten (10) business days of receipt of the request, and to further notify PARTIES of CARSON's approval thereof, or if it does not so approve, the reasons therefor, within ten business days of receipt of the request. Any change order that will result in the total cost of the PROJECT to exceed eighteen million, two hundred thousand dollars ($18,200,000) will require approval of all PARTIES prior to CARSON's approval of the change order.

To invoice the COUNTY based on actual expenditures of the engineering design and construction of the PROJECT no later than June 30, 2019, for expenditures incurred in Fiscal Year 2018-19 and no later than June 30, 2020, for expenditures incurred in Fiscal Year 2019-20. The total invoiced amounts to the COUNTY shall not exceed five million, seven hundred twenty thousand dollars ($5,720,000). This amount includes a 10% contingency as shown in Table 2 of Exhibit A.

g. Within ten (10) business days of CARSON's receipt of written notice that PROJECT is complete, to notify PARTIES that CARSON approves the construction work for PROJECT or, if it does not so approve, the reasons therefor.

h. Upon completion of the PROJECT, to assume ownership, operation, and maintenance responsibilities for WATER QUALITY IMPROVEMENTS and RECREATIONAL FACILITIES.

i. Upon completion of construction of PROJECT, to provide as-built plans to COUNTY.

j. Upon completion of the PROJECT, to operate and maintain WATER QUALITY IMPROVEMENTS pursuant to the O&M MANUAL.

k. Upon completion of the PROJECT, to provide COUNTY with contact information for person(s) responsible for the operation and maintenance activities set forth in this MOU.

l. Upon completion of the PROJECT, to invoice the COUNTY for the operation and maintenance of WATER QUALITY IMPROVEMENTS based on actual expenditures at the end of each fiscal year starting in Fiscal Year 2019-20 according to the cost allocation formula in Table 3 of Exhibit A and provide an explanation if expenditures exceed the annual cost estimates.

m. Upon completion of the PROJECT, to maintain and comply with all applicable regulatory permits and requirements associated with operation and maintenance of the PROJECT.

2. COUNTY AGREES:

a. COUNTY agrees to provide CARSON with a total, not-to-exceed amount of five million, seven hundred twenty thousand dollars ($5,720,000) in Fiscal Years 2018-19 and 2019-20 to finance the capital costs of the PROJECT, in excess of CALTRANS' contribution to ensure capture of the 85th percentile, 24-hour storm event runoff volume from COUNTY.

b. COUNTY agrees to approve or disapprove of any change order to the construction of the PROJECT requested by CARSON within ten (10) working days of receipt of written request from CARSON. Approval shall not be unreasonably withheld. In the event of a disagreement, the issue shall be mutually referred to sequentially higher administrative levels within the PARTIES until the issue is resolved. If the PARTIES are still unable to resolve their disagreement, CARSON and the COUNTY reserve all rights and remedies at law and in equity.

c. COUNTY agrees to provide CARSON annual funding for the operation and maintenance of WATER QUALITY IMPROVEMENTS, starting in Fiscal Year 2019-20 according to the funding allocation shown in Table 3 of Exhibit A.

d. COUNTY agrees to pay CARSON within sixty (60) days of receipt of invoice.

e. COUNTY agrees to provide CARSON any comments to CARSON's proposed O&M Manual within ten (10) business days of receipt.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. This MOU shall become effective on the last date of execution by a PARTY and shall remain in effect until the COUNTY has paid all outstanding invoices for costs associated with the PROJECT incurred up to June 30, 2022.

b. PARTIES shall have no financial obligation to any other PARTY under this MOU except as herein expressly provided.

c. PARTIES may elect to partner in the pursuit of grant funding opportunities for the PROJECT.

d. The term of this MOU shall be 4 years.

e. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY, which has committed negligent or willful misconduct for that other PARTY'S own negligence or willful misconduct.

GENERAL PROVISIONS

Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this MOU.

Good Faith. Each Party shall use reasonable efforts and work in good faith for the expeditious completion of the purposes and goals of this MOU and the satisfactory performance of its terms.

Voluntary. This MOU is voluntarily entered into to attain the purposes set forth in this MOU.

Relationship of Parties. The Parties are and shall remain at all times as to each other wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this MOU without prior written consent of the other Parties.

Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.

Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

Governing Law. This MOU is made under and will be governed by the laws of the State of California. In the event of litigation between the Parties, venue in the State trial court shall lie exclusively in the County of Los Angeles.

No Presumption in Drafting. All Parties have been represented by legal counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the Parties.

Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

Termination of O&M Portion of MOU. The COUNTY and CITY agree to annually review and agree upon annual O&M costs; if they do not reach agreement on annual O&M costs, they agree to proceed through a meet and confer process and non-binding mediation to reach agreement on the annual O&M costs. Should the parties not reach agreement through such dispute resolution procedures, the CITY and COUNTY reserve the right to terminate the O&M portion of this MOU for any reason upon one-hundred twenty (120) days' prior written notice. In the event of such termination, CARSON shall be entitled to a prorated portion of the COUNTY's annual contribution for the calendar year in which the COUNTY terminates the MOU hereunder. In addition, upon COUNTY's termination, CITY would receive the TMDL compliance credits to which the Parties would be entitled for performance of this MOU.

Severability. The provisions of this MOU are severable, and the invalidity, illegality or unenforceability of any provision of this MOU will not affect the validity or enforceability of any other provisions. If any provision of this MOU is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner, which gives effect to the intent of the Parties in entering into this MOU.

Counterparts. This MOU may be executed in counterparts, which together shall constitute the same and entire MOU.

Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the address set forth below. Parties shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the address set forth below.

Administration. For purposes of this MOU, the Parties hereby designate as their respective Party Representatives the persons named below. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of the MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.

CARSON:
Dr. Maria Williams-Slaughter
Director of Public Works
City of Carson Department of Public Works
701 East Carson Street
Carson, CA 90745

COUNTY:
Mr. Paul Alva
Principal Engineer
Los Angeles County Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By _____
Director of Public Works

_____
Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF CARSON

By _____ 2/5/18

Title CITY MANAGER Date

APPROVED AS TO FORM:

CITY ATTORNEY

By _____

Title City Attorney

EXHIBIT A

Funding Contributions for Carriage Crest Stormwater and Runoff Capture Project

Table 1. Project Capital Costs

Tasks	Estimated Cost*
Planning	$400,000
Engineering Design, Permitting, and Environmental Documents	$1,200,000
Construction of Water Quality Improvements and Restoration of Recreational Facilities, including procurement of precast storage modules	$15,600,000
Construction Management and Inspection	$1,000,000
Total	$18,200,000

*Estimated cost for each task is subject to change.

Table 2. Project Capital Cost Allocation

Jurisdiction	Amount beginning in Fiscal Year 2018-19
City of Carson	$13,000,000
County of Los Angeles	$5,200,000**
Total	$18,200,000

**With prior approval from the County, this amount may be increased by a 10% contingency ($520,000), for a total not-to-exceed amount of ($5,720,000).

Table 3. Operation and Maintenance Cost Allocation for Water Quality Improvements

Jurisdiction	Design Capture Volume	Percentage	Estimated Annual O&M Cost (Starting Fiscal Year 2019-20)***
City of Carson	15 acre-feet	56%	$180,000 - $235,000
County of Los Angeles	12 acre-feet	44%	$140,000 - $185,000
Total	27 acre-feet	100%	$320,000 - $420,000

Exhibit 4
Use and Maintenance Agreement
between the City and the Flood Control District

AGREEMENT No. 003424
PROJECT 1201, LINE A
FIGUEROA STREET – NORTH OF
SEPULVEDA BOULEVARD
THOMAS GUIDE NO. 794-B2
SECOND DISTRICT

USE AND MAINTENANCE AGREEMENT

This USE AND MAINTENANCE AGREEMENT (hereinafter referred to as AGREEMENT), is made and entered into by and between the Los Angeles County Flood Control District, a body corporate and politic, (hereinafter referred to as DISTRICT), and the City of Carson, a municipal corporation, (hereinafter referred to as CARSON). The DISTRICT and CARSON are collectively referred to as PARTIES.

RECITALS

WHEREAS, the DISTRICT owns and operates a flood protection facility, Project 1201, Line A (herein referred to as STORM DRAIN), a double 10 foot-9 inch wide by 6 foot-7 inch high reinforced concrete box, located near the intersection of Figueroa Street and Sepulveda Boulevard in the City of Carson; and

WHEREAS, CARSON desires to implement the Carson Stormwater and Runoff Capture Project at Carriage Crest Park (hereinafter referred to as PROJECT); for the purpose of improving urban runoff water quality and stormwater capture, the PROJECT will divert dry weather and stormwater flows from the STORM DRAIN into the nearby Los Angeles County Sanitation Districts' treatment plant; and

WHEREAS, a portion of the PROJECT, consisting of the drop inlet (hereinafter referred to as DIVERSION), is to be located within the STORM DRAIN, as shown on Exhibit A; and

WHEREAS, the construction of the PROJECT is estimated to be completed in or about December 2019; and

WHEREAS, the County of Los Angeles and the City of Carson have entered a separate Memorandum of Understanding concerning the financing of certain planning, engineering, design, and construction costs associated with the PROJECT and described in said Memorandum of Understanding; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree as follows:

SECTION 1: Authorized Use

1.1. CARSON is authorized and permitted to use the STORM DRAIN between Stations 4+34 and 6+34, for the construction, operation, maintenance, and repair of the DIVERSION in accordance with the terms and conditions of this AGREEMENT and of the permit obtained from the DISTRICT as described below. CARSON is authorized and permitted to take access to and from the DIVERSION via the STORM DRAIN and access ramp to the STORM DRAIN located immediately south of Sepulveda Boulevard. Any other use of the STORM DRAIN or any portion thereof by CARSON is expressly prohibited.

1.2. CARSON's use of the STORM DRAIN in connection with the PROJECT shall be nonexclusive and shall be subordinate to the uses of the STORM DRAIN by the DISTRICT, and CARSON's use of the STORM DRAIN shall at no time interfere with the DISTRICT's use of the STORM DRAIN or the DISTRICT's use of its adjacent property and/or improvements.

1.3. This AGREEMENT is valid only to the extent of the DISTRICT's jurisdiction. CARSON shall be responsible for the acquisition of permits required by other affected agencies or agencies with regulatory jurisdiction over the PROJECT, and the consent of any underlying fee owners, as applicable, hereinafter collectively referred to as THIRD-PARTY APPROVALS. CARSON shall be responsible for all costs associated with obtaining and complying with the requirements and conditions of all THIRD-PARTY APPROVALS, including, by way of example, permit fees and compensatory mitigation expenses. CARSON shall provide the DISTRICT copies of all THIRD-PARTY APPROVALS.

SECTION 2: Construction and implementation of DIVERSION

2.1. Prior to commencing any construction activity on the DIVERSION, CARSON shall apply for and obtain a permit from the DISTRICT. The permit application and fee shall be submitted to the County of Los Angeles Department of Public Works, Land Development Division, Permits and Subdivisions Section.

2.2. Upon completion of the construction of the DIVERSION, CARSON shall provide to the DISTRICT a complete set of the as-built plans for the PROJECT in an electronic format. In addition, CARSON shall provide shape files for all maps depicting the PROJECT.

SECTION 3: Operation and Maintenance of DIVERSION

3.1. CARSON shall, upon completion of construction, be responsible for the operation, maintenance, and repair of the DIVERSION in accordance with the terms and conditions of this AGREEMENT and of the permit obtained from the DISTRICT. The operation and maintenance of the DIVERSION shall include, but not be limited to, the following activities:

3.1.1. CARSON shall prepare a maintenance manual (hereinafter referred to as M-MANUAL), describing the operation, maintenance, and inspection practices, required regulatory permits, procedures, and standards for the DIVERSION including maintenance schedules, identification of any specialty maintenance service providers, equipment usage, and a maintenance log sheet.

3.1.1.1. CARSON shall submit a draft version of the M-MANUAL, to the DISTRICT not later than September 15, 2019, or such later date as may be mutually agreed to by the PARTIES in writing.

3.1.1.2. The DISTRICT shall provide CARSON with comments on the draft M-MANUAL within forty-five (45) days of submittal.

3.1.1.3. CARSON shall incorporate any and all reasonable comments submitted by the DISTRICT and shall deliver a final version of the M-MANUAL to the DISTRICT within forty-five (45) days after receipt of the DISTRICT's comments. If the PARTIES cannot agree as to whether the DISTRICT's comments shall be incorporated, the PARTIES shall meet and confer in good faith to resolve such disagreement.

3.1.2. DISTRICT shall not be responsible for costs associated with the operation and maintenance of the DIVERSION, including but not limited to necessary repairs and/or replacement of DIVERSION components and obtaining, complying with, and renewing as necessary all required regulatory permits. CARSON and the County of Los Angeles have entered into a separate Memorandum of Understanding setting forth their respective responsibilities for costs associated with the operation and maintenance of the DIVERSION, including but not limited to, necessary repairs and/or replacement of DIVERSION components and obtaining, complying with, and renewing as necessary all required regulatory permits.

3.1.3. CARSON shall operate and maintain the DIVERSION in a safe, clean, and orderly condition, and in compliance with the M-MANUAL and all applicable Federal and State laws, local ordinances (including the Los Angeles County Flood Control District Code) and applicable regulatory permits.

3.1.4 CARSON shall be responsible to inspect the DIVERSION and clear any obstructions that may interfere with the proper functioning of the DIVERSION and the STORM DRAIN, as described in the M-Manual.

3.1.5. CARSON shall provide the DISTRICT with 24-hour contact information for person(s) responsible for the operation and maintenance activities related to the DIVERSION. DISTRICT shall provide CARSON with 24-hour contact information for person(s) responsible for maintaining the STORM DRAIN.

3.1.6. CARSON shall coordinate and communicate with the DISTRICT in regard to operation, maintenance, and repair activities related to the DIVERSION.

3.1.6.1. CARSON shall notify the DISTRICT a minimum of thirty (30) days in advance of any major (nonroutine) proposed maintenance activities related to the DIVERSION except for trash removal, routine cleaning, and minor repairs within the DIVERSION; provided, however, that in the event CARSON becomes aware of the need to perform any such maintenance activities less than 30 days from the date it proposes to perform said activities, it shall notify the DISTRICT immediately upon determining to perform the activities.

3.1.6.2. CARSON shall notify the DISTRICT a minimum of forty-eight (48) hours in advance of any routine maintenance activities related to the DIVERSION including trash removal, routine cleaning, and minor repairs within the DIVERSION.

3.1.6.3. CARSON shall provide the DISTRICT with an annual summary report of its operations and maintenance of the DIVERSION and status of all related regulatory permits. The contents of the summary report shall include at a minimum the following information:

a. Name of Project;
b. Location description of Project;

c. Project contact information;
d. Description of the Project and its function and direct impact to the STORM DRAIN;
e. Summary of operations within the reporting year, from July 1st to June 30th of the following year, type of activities (i.e. routine, nonroutine, and emergency), date and time of activities, and description of work performed;
f. Summary of major repairs completed, including but not limited to, type of repairs, location of repairs, pre- and postrepair photographs, date and time of repairs;
g. Summary of public inquiries and complaints related to the PROJECT and CARSON's response;
h. Summary of volume captured or discharged from PROJECT;
i. Status of any regulatory permits affecting the operation or maintenance of the DIVERSION;
j. Status of any specialty contractor agreements required for ongoing maintenance and repairs of the DIVERSION;

3.1.6.4. This survey and status report shall be mailed to:

Attention: Area Engineer
Los Angeles County Flood Control District
Department of Public Works,
Stormwater Maintenance Division
5525 East Imperial Highway
South Gate, CA 90280

3.1.7. DISTRICT shall coordinate and communicate maintenance activities related to the STORM DRAIN with CARSON.

3.1.8. If CARSON fails to perform any maintenance activities as provided for in this AGREEMENT in a timely manner, the DISTRICT reserves the right to remedy any such maintenance deficiency that the DISTRICT determines impairs the DISTRICT's flood protection activities. However, prior to taking any action to remedy any such maintenance deficiency, the DISTRICT shall first notify CARSON of the deficiency and allow a reasonable time for CARSON to correct it. If CARSON fails to correct the deficiency within a reasonable time, the DISTRICT shall thereafter be entitled to correct the deficiency. Notwithstanding the foregoing, if the DISTRICT determines that

immediate remedial action is required to prevent or mitigate a dangerous condition, DISTRICT shall be entitled to implement the remedial action(s) without prior notice to CARSON if there is insufficient time to give notice due to an emergency as defined in Public Contract Code Section 1102. The DISTRICT shall prepare and send to CARSON an invoice for all work reasonably undertaken by the DISTRICT to remedy any maintenance deficiency, and CARSON shall within thirty (30) days from the receipt of the invoice reimburse the DISTRICT for all costs and expenses reasonably incurred by the DISTRICT to remedy said deficiency. Should CARSON dispute that any remedial action by the DISTRICT was occasioned by CARSON's failure to perform any maintenance activities provided for in this AGREEMENT, CARSON shall promptly notify the DISTRICT and the PARTIES shall meet and confer in good faith within such thirty (30) day period allowed for payment.

3.1.9. CARSON shall be responsible for all community relations related to the PROJECT (including the DIVERSION), including responding to public inquiries, complaints, etc. DISTRICT shall forward to CARSON any community relations, public inquiries, complaints, etc., related to the PROJECT or DIVERSION.

3.1.10. CARSON shall not discharge any nonstormwater from the PROJECT to the STORM DRAIN or to any other storm drains owned or operated by the DISTRICT.

SECTION 4: Termination of AGREEMENT

4.1. The DISTRICT shall have the right to terminate this AGREEMENT by giving CARSON at least one hundred twenty (120) days prior written notice, under the following conditions:

4.1.1. The DISTRICT proposes a project for flood control, water conservation, and/or any other use or purpose authorized by the Los Angeles County Flood Control Act; and

4.1.2. The DISTRICT determines, in good faith, that the DIVERSION or any portion thereof, would be substantially incompatible with the DISTRICT's proposed project; and

4.1.3. The DISTRICT has notified CARSON of the basis for the DISTRICT'S determination that a substantial incompatibility will exist and has provided CARSON with a reasonable opportunity to propose modifications to the DIVERSION that will eliminate the incompatibility; and

4.1.4. After consideration of any such modifications proposed by CARSON, the DISTRICT, in its sole but reasonable discretion, determines not to incorporate any such modifications or determines that, notwithstanding any such modifications, the DIVERSION will still be substantially incompatible with the DISTRICT's proposed project.

4.2. The DISTRICT shall have the right to terminate this AGREEMENT in the event CARSON breaches any term or condition of this AGREEMENT and fails to cure such breach or breaches within a reasonable amount of time from the date the DISTRICT provides written notice of said breach or breaches to CARSON.

4.3. The DISTRICT shall have the right to terminate this AGREEMENT if construction of the DIVERSION has not been completed within five (5) years from the date this AGREEMENT is fully executed.

4.4. The DISTRICT shall have the right to suspend or terminate this AGREEMENT in the DISTRICT's sole discretion, in the event the DISTRICT determines, in good faith, that it is necessary for the DISTRICT to enter and take exclusive possession of the DIVERSION or any portion thereof in order to respond to an emergency as defined in Public Contract Code Section 1102.

4.5. CARSON shall have the right to terminate this AGREEMENT for any reason, by giving the DISTRICT at least sixty (60) days prior written notice.

SECTION 5: Removal of Improvements and Restoration of the STORM DRAIN

5.1. Upon termination of this AGREEMENT, the DISTRICT may, in its sole discretion, provide a written notice to CARSON to remove all or any improvements constructed or installed by or on behalf of CARSON in connection with the DIVERSION, and to restore the STORM DRAIN to a condition similar to or better than that which existed on the effective date of this AGREEMENT (including sealing off the diversion inlet). If the DISTRICT provides such notice, CARSON shall comply with said notice within a reasonable time, but in no event exceeding one hundred eighty (180) days from the date of the notice or such longer period as may be mutually agreed to by the PARTIES. If CARSON cannot remove all improvements within one hundred eighty days (180) for reasons outside its control, it shall give prompt notice to DISTRICT when it learns it cannot meet this deadline, and the PARTIES will meet and confer in good faith concerning the obstacles to meeting the deadline and concerning a proposed mutually agreeable timeline for removal.

5.2. Prior to commencing the removal of any improvements, CARSON shall apply for and obtain a permit for the removal activities from the County of Los Angeles Department of Public Works, Land Development Division, Permits and Subdivisions Section and shall also apply for and obtain any and all other necessary local, State, and Federal permits applicable to the removal of the improvements.

5.3. If CARSON fails to comply with the DISTRICT's notice referred to in subsection 5.1, the DISTRICT may, in its sole discretion, remove any or all improvements referenced in the DISTRICT's notice to CARSON.

5.4. If the DISTRICT removes any improvements pursuant to subsection 5.3, the DISTRICT shall submit a billing invoice to CARSON indicating the costs and expenses reasonably incurred by the DISTRICT in connection with the removal of the improvements and CARSON shall reimburse the DISTRICT all such costs and expenses within thirty (30) days of CARSON's receipt of a billing invoice from the DISTRICT.

SECTION 6: Miscellaneous Provisions

6.1. Damage to STORM DRAIN or DIVERSION

6.1.1. If any components of the DIVERSION are damaged by any negligent act or omission of the DISTRICT, the DISTRICT shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The DISTRICT shall be responsible for all costs related to these repairs and/or replacements.

6.1.2. If any components of the STORM DRAIN are damaged by any negligent act or omission of CARSON, CARSON shall repair and replace those components within a reasonable time frame after discovery or notice thereof. CARSON shall be responsible for all costs related to these repairs and/or replacements.

6.1.3. As owner of the STORM DRAIN, the DISTRICT shall continue to be responsible for operation, maintenance, monitoring, upkeep, and improvements of the STORM DRAIN, and nothing in this AGREEMENT alters the DISTRICT's ownership status concerning the STORM DRAIN. CARSON shall not become responsible for costs associated with the regular operation and maintenance of the STORM DRAIN, including but not limited to necessary repairs and/or replacement of STORM DRAIN components and obtaining, complying with, and renewing as necessary all required regulatory permits for the STORM DRAIN.

6.2. The DISTRICT shall not be responsible for the expense of any relocation, alteration, or modification of the PROJECT, the DIVERSION or any portion thereof requested by CARSON.

6.3. Indemnification and release.

6.3.1. CARSON shall indemnify, defend, and hold harmless the DISTRICT, the County of Los Angeles, and their respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims alleging violations of the California Environmental Quality Act (CEQA) or CEQA Guidelines arising out of the PROJECT or DIVERSION, and including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out of or in any way connected to the construction, operation, maintenance, repair, modification, or removal of the PROJECT, the DIVERSION, or any portion thereof, except to the extent caused by the negligence or willful misconduct of the DISTRICT, the County of Los Angeles, or their respective officers, employees, or contractors.

6.3.2. The DISTRICT shall indemnify, defend, and hold harmless the CARSON and its respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising out of or in any way connected to operation and maintenance of the STORM DRAIN, exclusive of the DIVERSION, or any portion thereof, except to the extent caused by the negligence or willful misconduct of CARSON or its respective officers, employees or contractors.

6.3.3. CARSON releases the DISTRICT and waives all rights to damages for any loss, costs, or expenses CARSON may sustain as a result of any damage to, or destruction of, the PROJECT, the DIVERSION, or any portion thereof, attributable to flood or stormwaters, or any other runoff tributary to the STORM DRAIN, except to the extent such damages are caused by the negligence or willful misconduct of the DISTRICT or its officers, employees or contractors.

6.4. Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

6.5. Good Faith. Each Party shall use reasonable efforts and work in good faith for the expeditious completion of the purposes and goals of this Agreement and the satisfactory performance of its terms.

6.6. Voluntary. This Agreement is voluntarily entered into to attain the purposes set forth in this this Agreement.

6.7. Relationship of Parties. The Parties are and shall remain at all times as to each other wholly independent entities. No Party to this Agreement shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.

6.8. Binding Effect. This Agreement shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this Agreement without prior written consent of the other Parties.

6.9. Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.

6.10. 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 to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.

6.11. Governing Law. This Agreement is made under and will be governed by the laws of the State of California. In the event of litigation between the Parties, venue in the state trial court shall lie exclusively in the County of Los Angeles.

6.12. No Presumption in Drafting. All Parties have been represented by legal counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

6.13. Severability. The provisions of this Agreement are severable, and the invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provisions. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this Agreement.

6.14. Counterparts. This Agreement may be executed in counterparts, which together shall constitute the same and entire Agreement.

6.15. Notices. Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the address set forth below. Parties shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via e-mail and U.S. Mail. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the address set forth below.

6.16. Administration. For purposes of this Agreement, the Parties hereby designate as their respective Party Representatives the persons named below. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of the Agreement on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this Agreement on behalf of such Party.

6.17. Notices

Any correspondence, communication, or contact concerning this AGREEMENT, and all notices including permits, that are to be given or that may be given by PARTIES shall be directed to the following:

Los Angeles County Flood Control District
Department of Public Works
Stormwater Planning Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Keith Lilley
Phone No.: (626) 458-4309
Fax: (626) 457-1526

Los Angeles County Flood Control District
Department of Public Works
Stormwater Maintenance Division, Annex Building Second Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Nandini Moran
Phone No.: (626) 458-7810
Fax No.: (626) 458-4165

City of Carson
Department of Public Works
701 East Carson Street
Carson, CA 90745
Attention: Dr. Maria Williams-Slaughter
Phone No.: (310) 952-1700 ext. 1754
mslaughter@carson.ca.us

The PARTIES shall promptly notify each other of any change of the contact information specified in this Section 6.16, including personnel changes.

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IN WITNESS WHEREOF, DISTRICT and CARSON have caused this AGREEMENT to be executed by their respective duly authorized officers, by DISTRICT on _____, 2018; by CARSON on JUN 3, 2018.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
A body corporate and politic

By_____
Chief Engineer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF CARSON

By_____
City Mayor

APPROVED AS TO FORM:

By_____
Dep. City Attorney

ATTEST:

By_____
City Clerk

Exhibit 5
Industrial Wastewater Permit No. 22253

LOS ANGELES COUNTY SANITATION DISTRICTS
Converting Waste Into Resources

INDUSTRIAL WASTE SECTION
1955 Workman Mill Road
Whittier, CA 90601
P.O. Box 4998
Whittier, CA 90607-4998
(562) 699-7411 Ext. 2900
FAX: (562) 908-4224

INDUSTRIAL WASTEWATER DISCHARGE PERMIT REQUIREMENT LIST

The approval and issuance of this permit requires compliance with the Wastewater Ordinance and is being made conditionally and subject to City of Carson being in compliance with all indicated items on this list and accompanying data sheet. Satisfactory evidence of compliance with these conditions should be supplied to the Districts where requested. Satisfactory evidence will consist of a minimum of written notification signed by a responsible company official, and in some cases may involve the submission of additional drawings and data, or verification by a Districts representative. Failure to comply with all items on the requirement list, including all deadlines specified, invalidates this approval and issuance. Invalidation of this permit will result in City of Carson being deemed to be operating without a valid permit and subject to immediate discontinuance of sewer services for industrial operations. Per Section 401 of the Districts' Wastewater Ordinance, this permit is not transferable.

FACILITY NAME	City of Carson
FACILITY ID	9254557
PERMIT NUMBER	22253
PERMIT TYPE	Industrial Waste - Standard
DATE OF APPROVAL	April 28, 2021
DATE OF EXPIRATION	January 16, 2024

1. Approval SIU (Rev 04-15-2013)

This Industrial Wastewater Discharge Permit is issued only for the discharge of treated wastewater from the operations listed as "outgoing" in Section 3 of the Permit Data Sheet. This Permit will expire as shown in Section 2 of the Permit Data Sheet. The permittee must submit a permit application and supporting documents to the appropriate local agency at least six months prior to the expiration date. Failure to obtain a renewed permit by the expiration date will result in the permittee being deemed to be operating without a valid permit. As such, the expired permit may be voided and a temporary permit issued.

2. Local Limits (Rev 10-02-2015)

Numerical limits have been established by the Districts for the temperature, pH, flashpoint, and maximum concentrations of heavy metals and other toxic materials permissible in an industrial discharge to the public sewers. The limits are those shown in Section 6 of the Permit Data Sheet with the designation of Local in the Regulation column. In addition, applicable state and federal limits are shown in Section 6 of the Permit Data Sheet with the respective designations of State and Federal in the Regulation column. The permittee is advised that any discharge in excess of the limits shown in Section 6 of the Permit Data Sheet requires corrective action by the discharger. Penalties applicable to violations of these limits will be strictly enforced by the Districts.

3. SMR (Rev 07-17-2015)

Self-monitoring of the industrial wastewater must be performed at the intervals indicated in section 5 of the Permit Data Sheet and reported on the Self-Monitoring Report (SMR) form. The Districts will send the necessary SMR forms before each reporting period. All indicated analyses must be performed by a State or Districts' certified laboratory. The certification section of the SMR form must be completed and signed by a responsible company official. For each reporting period, the completed SMR form and the corresponding laboratory report must be submitted to the Districts' Industrial Waste Section no later than the due date indicated on the form. The wastewater samples must be analyzed in accordance with 40 CFR Part 136 and must be collected in such a way that they are representative of the total discharge generated by a typical day's operations. Each representative sample (composite and/or grab) should be collected over one 24-hour period and analyzed for all parameters in Section 5. A minimum of four grab samples must be taken for cyanide, total phenols, sulfides, volatile organics, and oil and grease if the parameter is subject to federal limitations. The samples may be analyzed separately or composited in accordance with acceptable procedures prior to analysis. Compositing of these grab samples may be conducted in a laboratory prior to analysis for all parameters; alternatively, cyanide, total phenol, and sulfides samples may be composited in the field. All representative samples must be submitted and meet all applicable limits. Violations of effluent limitations must be reported to the Districts within 24 hours of the discharger becoming aware of the violation at (562) 699-7411, extension 2907. Additional sampling and analysis must be conducted for all parameters in violation. The results of the repeat analysis must be submitted within 30 days of becoming aware of the violation.

4. Records Retention (Rev 02-14-2011)

The permittee shall maintain records of all information resulting from any monitoring activities required by 40 CFR 403.12, including self-monitoring reports, baseline monitoring reports, and documents associated with required best Management Practices. Such records shall include for all samples:

a) The date, exact place, method, and time of sampling and the name of the person or persons taking the samples;

b) The dates analyses were performed;

c) Who performed the analyses;

d) The analytical techniques/methods used; and

e) The results of such analyses.

The permittee is required to retain for a minimum of four years any records of monitoring activities and results (whether or not such monitoring activities are required by 40 CFR 403.12) and shall make such records available for inspection and copying by the Districts. This period of retention shall be extended during the course of any unresolved litigation regarding the permittee or when requested by the Districts.

5. Sample Point (Rev 01-01-2007)

The permittee's legal sampling point(s) are indicated in Section 4 of the Permit Data Sheet. The permittee is responsible for maintaining and cleaning the sampling point(s) to prevent any build-up of oil and grease, sediment or sludge; failure to do so does not invalidate sampling test results. Analytical results from samples taken from the location(s) according to accepted sampling procedures shall be accepted as binding. Safe and convenient access to the sampling point(s) must be provided for representatives of the Districts. Should Districts' staff determine that the sampling locations(s) are unsafe, difficult to access or require modification, the permittee must propose alternatives which will provide sampling point(s) acceptable to the Districts. If a locked security enclosure is necessary, a Districts' padlock shall be used to secure the sampling point area. The permittee must call (562) 699-7411, extension 2907 to make arrangements for installation of the lock.

6. Split Sample (Rev 01-01-2007)

The Districts' personnel may provide a split of any composite sample collected if sufficient sample volume is available. Districts' personnel may also provide split, concurrent, or sequential grab samples. These samples will be left with a designated company representative. If the designee is not available, these samples will be left with whoever is available.

The permittee is required to follow appropriate preservation techniques, analytical procedures, and holding periods specified in 40 CFR 136, if the analytical test results from these samples are to be used for compliance or surcharge reporting purposes. Failure to follow the prescribed procedures will invalidate the test results.

7. Pretreatment Maintenance (Rev 01-01-2007)

The permittee is required to have in place a program of regular pretreatment equipment maintenance and cleaning to prevent a build-up of grit, oil, or grease or other prohibited materials which may enter the sewer and to ensure compliance at all times with applicable industrial wastewater effluent limits. The permittee should also provide trained personnel for proper operation and regular maintenance of all components of the pretreatment system and should also maintain an adequate supply of treatment chemicals as well as replacement parts for key components of the pretreatment system.

8. Floor Drains Advisory (Rev 01-01-2007)

All floor drains shall have grated covers with 3/8" maximum openings to prevent larger particles from clogging the sewer.

9. Bypass Notification (Rev 02-23-2012)

In accordance with federal regulations found at 40 CFR Part 403.17, the permittee must not bypass required pretreatment equipment unless the bypass was unavoidable to prevent loss of life, personal injury or severe property damage and there were no feasible alternatives to the bypass and the permittee notified the Districts at least 10 days prior to an anticipated bypass or within 24 hours of an unanticipated bypass. Severe property damage does not include economic loss due to production delays. Feasible alternatives include use of auxiliary treatment facilities, retention of untreated wastes or cessation of production.

The permittee shall submit oral notice of an unanticipated bypass that exceeds effluent limitations to the Districts within 24 hours from the time the permittee becomes aware of the bypass.

A written submission shall also be provided within five days of the time that the permittee becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Districts may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

The permittee may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance (i.e. pipe or pump failures) to assure efficient operation. However, routine maintenance should be conducted during normal periods of production downtime. Notification is not required for bypasses that do not result in federal categorical violations.

The Districts will determine whether the permittee has met all bypass criteria above thus avoiding enforcement action for violation of federal regulations. However, this does not relieve a discharger of the responsibility to comply with Districts' Ordinance or effluent limitations at all times. Any repair or maintenance costs to Districts' facilities associated with any bypass of pretreatment equipment will be borne by the permittee.

10. FM, Proposal Required

The Districts require an automatic full-time effluent flow measurement system for any company whose industrial wastewater discharge exceeds 50,000 gallons per day or 100 gallons per minute peak flow. The system must provide indication recording and totalization of flow, and a contact closure generating device, which can be used to activate Districts', and other automatic samplers.

According to the Districts records, the permittee's flow rate exceeds 50,000 gallons per day and 100 gallons per minute. Therefore, it will be necessary to install a flow monitoring system as indicated above. The system should be of the open channel type (e.g.; flume or weir). A closed-pipe system (e.g.; a magnetic flow meter) may also be accepted under certain circumstances. One set of detailed construction drawings of the discharge flow monitoring system must be submitted for Districts' approval prior to construction. These drawings shall indicate relevant pipe slopes, elevations, and locations, dimensions, types and location of instrumentation, details of flow metering elements, the estimated flow range (minimum, maximum and average), and upstream and downstream piping, structures and devices which could influence flow through the flow meter.

Manufacturer's calculations, catalog cuts, and data sheets shall be included with the construction drawings for any manufactured equipment to be installed as part of the flow monitoring system.

The flow monitoring installation shall include a momentary contact closure pulse signal generating device which can be used to activate an automatic sampler capable of generating one to four pulse signals for each flow volume equivalent to 30 minutes discharge at the average flow rate during the operating day of the facility.

Design of flow monitoring installations shall be performed under the supervision of a California registered professional engineer competent in this field. Design and construction drawings and calculations shall be stamped with the authorized seal of the supervising professional engineer or signed over his registration number, to indicate his review and approval of the work. For additional information and requirements, please refer to the Districts' website at
https://www.lacsd.org/wastewater/industrial_waste/iwpolicies/flow_measurement.asp for a copy of the Districts' Industrial Wastewater Flow Measurement Requirements.

The required plans and associated documents must be submitted within 180 days from the date of this permit approval.

11. FM, Calibration

The required flow monitoring system shall be properly installed and calibrated prior to commencement of discharge.

12. FM, Peak Flow Limit

The permitted peak flow rate for the permittee is listed in Section 7 of the Permit Data Sheet, in gallons per minute, and is defined as the highest average rate at which wastewater is allowed to be discharged to the public sewer during any five minute time period. This rate is not be exceeded at any time. For surcharge reporting purposes, peak flow charges are calculated using a separate definition, as set forth in Section A-34 of the *Wastewater Ordinance.*

13. Districts' Personel Facility Access

The permittee must provide Sanitation Districts' personnel unencumbered access to either the source of power or the controls to the discharge pump so that diversion may be interrupted should a spill to the storm drain occur upstream or should any other event occur that may adversely impact the Sanitation Districts' sewerage system. Facilities, including the sampling vault and the electrical building which the permittee requires to be locked, must be equipped either with a Districts' provided A297 lock or a master key provided by the permittee.

14. Rainwater, General (Rev 01-01-2007)

The Districts' policy on rainwater and stormwater is established under the provisions of Section 305 of the Wastewater Ordinance as amended November 1, 1989. Section 305 specifies that no rainwater or stormwater shall be discharged to the Districts' sewerage system, except where prior approval has been given by the Chief Engineer. As a general practice, the Districts require roofing or regrading of all open areas with exposed drains which discharge to the public sewer. This practice protects the Districts' sewerage system from excessive hydraulic loads that can be created by unwanted rainwater and stormwater runoff. Rainwater diversion systems shall divert any rainfall in excess of 0.1 inch to the storm drain. Diverted rainwater must meet any requirements of the Regional Water Quality Control Board. Any rainwater discharge to the sewer system must be in accordance with the Districts' "Guidelines for the Discharge of Rainwater, Stormwater, Groundwater and Other Water Discharges" available at http://www.lacsd.org/info/industrial_waste/forms/default.asp.

15. Haul Untreated Spills

Spills of restricted materials to the project's tributary drainage area are not to be discharged to the sewer. The permittee is responsible for capturing and hauling such spills to a legal disposal site. Records of such hauled materials must be maintained by the permittee and made available for review by Sanitation Districts' personnel upon request.

16. Spill Containment, General (Rev 01-01-2007)

Any industrial user with a significant potential to discharge restricted materials, as defined in the Districts' "Slug Discharge Control and Spill Containment Policy" available at http://www.lacsd.org/info/industrial_waste/policies/slugdischarge.asp, is required to install and maintain an adequate spill containment system.

17. Spill Containment Logbook (Rev 01-01-2007)

If the permittee has restricted materials which must be contained in spill containment areas, the permittee is required to maintain a log book that is available to Districts' employees upon request or during inspections. Any material that enters a spill containment area must be handled as a spill, including rainwater and any process wastewater that results from "normal" operations. All materials removed from spill containment areas, whether restricted or non-restricted as defined in the Districts' "Slug Discharge Control and Spill Containment Policy" (http://www.lacsd.org/info/industrial_waste/policies/slugdischarge.asp) must be included in the log book. The log book must contain the following information:

a) Date and time

b) Identity of material (an analysis is required if the spill is of unknown origin to determine the type of treatment or remediation for proper disposal)

c) Quantity (volume)

d) Cause

e) Method of disposal (includes transfer to off-site treatment system)

f) Corrective action implemented to prevent spills from reoccurring

18. Haul Untreated Spills (Rev 01-01-2007)

Under no circumstances shall process solution spills be discharged directly to the sewer. Unreclaimed or untreated process solution spills shall be hauled to a legal disposal site.

19. Manually Actuated Pump (Rev 01-01-2007)

Spills may be pumped from containment areas to pretreatment systems for treatment prior to discharge after determining their treatability and entering the information into the required log book. Pumps used for this purpose must be manually actuated and there must be no other available access to the sewer.

20. Slug Discharge Control Plan Adv (Rev 04-15-2013)

Upon request by the Districts, the permittee may be required to develop a Slug Discharge Control Plan which complies with the Districts' "Slug Discharge Control and Spill Containment Policy" (available at http://www.lacsd.org/wastewater/industrial_waste/iwpolicies/slugdischarge.asp) and includes, at a minimum, the following elements:

a) Description of discharge practices, including non-routine batch discharges (non-routine batch discharges are not allowed unless specified as an approved discharge in the permit);

b) Description of stored chemicals;

c) Procedures for immediately notifying the Districts of slug discharges, including any discharge that would violate a prohibition under 40 CFR 403.5(b), with procedures for follow-up written notification within five days;

d) Procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response;

e) This plan must be maintained at the discharge location and must be made available for review by Districts' personnel upon request.

21. Slug Discharge Modification Adv (Rev 04-15-2013)

The permittee is required to immediately notify the Districts if modifications from the approved discharge practices are expected that may affect the potential for a slug discharge. Slug discharges are any discharges of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violates regulations for the Districts' treatment plants or sewer collection system.

22. Combustible Gas System - Digital Recorder

A digital (i.e., paperless) recorder must record continuously. Data recording frequency shall be set to one per minute. Simple instructions for recalling the data must be posted at or near the digital recorder. The instructions must be protected from the weather (e.g., by lamination). If needed, a representative of the permittee who is familiar with the operation of the digital recorder must be available at all times to assist Sanitation Districts' staff to readily access, retrieve, and review current and historical records of combustible levels at the site. The recorder must generate secure electronic data that cannot be modified or deleted and has sufficient memory for a minimum of sixty (60) days of data. The failure to comply with these requirements may necessitate the installation of a paper chart recorder.

23. Discharge Liquid or Gas (Rev 06-04-2010)

The permittee must not discharge any liquid or gas that causes or tends to cause flammable or explosive conditions in the sewerage system. The purpose of a combustible gas monitoring system is to alert the company that such conditions exist. The permittee must then stop discharging to the public sewer and/or divert wastewater flow to an appropriate holding area. The system must be in accordance with the District's "Industrial Wastewater Combustible Gas Monitoring System Guidelines".

24. Combustible Gas Alarm Levels (Rev 01-01-2007)

The lower alarm level setting must not exceed 15 percent of the Lower Explosive Limit (LEL). The upper alarm level must be set at 20 percent LEL, and when this level is reached, the company must cease discharging to the sewer and/or divert flow from the sewer to an appropriate holding vessel or pond until such time the combustible level falls below 20 percent LEL.

NOTIFICATION: When the combustible levels reaches > 20 percent LEL the company must notify:

a) the local Fire Department
b) the Districts at (562) 699-7411, extension 2907 or (562) 437-6520, 437-1881.

25. CGMS, General (Dry-Weather Diversion Facility)

This dry-weather diversion facility uses an infrared detector/sensor head assembly to monitor combustible gas. A regular maintenance and calibration schedule for the combustible gas monitoring system shall be established by the company based upon the manufacturer's specifications and recommendations for the type and model selected. Routine maintenance of the combustible gas monitoring system shall be done on a more frequent basis. At a minimum, a zero check/adjustment shall be performed monthly.

26. Combustible Gas Maintenance Records

All Companies required to install combustible gas monitoring systems must keep accurate records of any maintenance and calibration done on the system. The records should be maintained for a period of four years, and copies should be regularly submitted to the Districts, in accordance with the following requirements:

a) Maintenance Record - A record must be kept and retained for a period of four years of all maintenance performed on the combustible gas detection system. The "Combustible Gas Monitoring System Maintenance Records" form (available at http://www.lacsd.org/wastewater/industrial_waste/iwpolicies/waterdischarges .asp#Combustible) or a similar form should be used for this purpose. The "zero" level of the meter and chart should be checked regularly to ensure proper operation. Any maintenance which is performed monthly or more often may be listed as "routine" on the form. The maintenance record form should be kept near the combustible gas meter control unit, or another location easily accessible for inspection by representatives of the Districts.

b) Calibration Check - The span check/adjustment should be performed on a regular basis (no less than monthly) to ensure proper operation and continued accuracy. The calibrations performed should be recorded on the "Combustible Gas Detection Meter Calibration Check Record" form (found at http://www.lacsd.org /wastewater/industrial_ waste/iwpolicies/waterdischarges.asp#Combustible). This form should be kept with the maintenance record.

c) Information Submittal Frequency - Copies of six months of the calibration check and the maintenance record forms are to be submitted to the Districts semiannually on January 31 and July 31.

d) Calibration of the Combustible Gas Meter After an Upper Alarm Level Incident - In addition to the regular calibration schedule, if the upper alarm level (20 percent LEL) is reached, the combustible gas meter must be recalibrated to ensure the continued proper operation of the unit.

A calibration kit should be provided and used in order to ensure proper operation and continued accuracy of the installed combustible gas monitoring system unless an outside service contract is provided.

27. Sewer Overflow Prevention

If discharge from the project causes the sewer to flow at greater than 85% depth at the CSD junction structure shown on drawing sheet C-11, or if the Sanitation Districts have concerns for other operational difficulties, the allowable flow rate may be decreased.

28. Penalties (Rev 01-01-2007)

Every person or permittee violating any provision of this Industrial Wastewater Discharge Permit (permit) or the Districts' *Wastewater Ordinance* (*Ordinance*) is guilty of a misdemeanor, and upon conviction is punishable as provided by law (California Health & Safety Code Section 4766 currently allows for a fine not to exceed $1,000, or imprisonment for not more than thirty days, or both. Misdemeanor violations of California Health & Safety Code Section 25189.5 currently allow for a fine not to exceed $100,000 and imprisonment not to exceed one year. Misdemeanor violations of the Clean Water Act, 33 USC 1319(c) currently allow for a fine not to exceed $25,000 and imprisonment not to exceed one year). Each day during which any violation continues shall constitute a separate offense. The Chief Engineer is authorized to seek, through the office of the District Attorney of Los Angeles County or other appropriated authority, prosecution of criminal charges against any person violating any provision of the permit or the *Ordinance*. Violations of discharge limitations established under this permit or the *Ordinance* may also be violations of state and federal environmental laws which may be punishable as felonies and which may also carry substantial fines and penalties (California Health & Safety Code 25189-5 currently allows for a fine not to exceed $100,000 (except the fine can be up to $250,000 for great bodily injury or substantial probability of death) and imprisonment up to three years and 33 USC Section 1319(c) currently allows for a fine not to exceed $1,000,000 for a first conviction and imprisonment of up to 15 years).

In addition, any person or permittee who violates any provision of the *Ordinance* or any term or condition of any permit issued pursuant to the *Ordinance* or plan approval that prohibits or limits the discharge of any waste or imposes any pretreatment requirement shall be civilly liable to the Districts in the maximum sum provided by law for each day in which such violation occurs (California Government Code Section 54740 currently allows for civil penalties which include, but are not limited to, a fine of up to $25,000 per day of violation).

29. Additional Pretreatment Advisory (Rev 01-01-2007)

The permittee is advised that additional industrial wastewater pretreatment equipment or other measures may be required if inspection or monitoring indicates prohibited materials are discharged. If such measures include installation of new pretreatment equipment, plans and necessary documentation for such added equipment must be submitted to the local permit agency and the Districts for approval prior to construction.

30. Prohibited Discharge Notification (Rev 01-01-2007)

In the event of the discharge of any prohibited waste, excessive quantities or concentrations of any restricted waste, or of the discharge of material not covered under this permit, the company must immediately notify the Districts by calling (562) 699-7411, extension 2907, during office hours or the Long Beach Pumping Plant, (562) 437-6520, during non-office hours.

The Districts must also be notified of any circumstances affecting plant processes or facility operations that may potentially result in the discharge of similarly prohibited or restricted wastes, including but not limited to the malfunction, upset or improper operation of plant processes, pretreatment systems, spill containment facilities, or diversion/bypass mechanisms. Failure to immediately notify the Districts of any such event or condition is a violation of the Wastewater Ordinance.

31. Surcharge Testing (Rev 01-01-2007)
If the permittee is required or chooses to file a Long Form Surcharge Statement, surcharge tests of the industrial wastewater must be performed at the intervals indicated on Table A of the Long Form Surcharge Statement booklet and submitted annually with the wastewater treatment surcharge statement. The company is reminded that the surcharge testing requirements are independent of the test for self-monitoring reports required in Section 5 of the Permit Data Sheet. For further information on surcharge testing requirements, please contact the Districts' Surcharge group at (562) 699-7411, extension 2600.

32. Capacity Unit Increase Advisory (Rev 01-01-2007)
If the wastewater flow rate and strength data indicate an increase in the sewerage capacity unit usage by 25% or more, the permittee may be required to revise its permit, and will be required to pay a corresponding connection fee should existing sewerage baseline capacity units be insufficient to accommodate discharge at that time.

33. Surcharge Test Requirements
This facility is subject to additional surcharge testing requirements for chemical oxygen demand (COD) and suspended solids (SS). Surcharge testing frequency is normally based on a yearly cumulative flow that is continuous and/or intermittent. Because this facility diverts stormwater and urban runoff flows that are seasonal and often sporadically irregular in volume, the following surcharge testing frequency of COD and SS shall apply to provide wastewater analyses that adequately represent discharges to the sewer system during dry and wet weather periods:

- Wet Weather Sampling

Four storm event samples shall be collected annually. Each sample shall be collected from a measurable storm event that results in an actual discharge of stormwater that follows the preceding measurable storm event.

- Dry Weather Sampling

Dry weather sampling frequency shall be based on the "Surcharge Testing Frequency for COD and SS" table provided for the Surcharge Test Requirements of the Data Sheet.

34. Payment Obligation (Rev. 02-13-2020)
The permitee must in a timely manner pay any surcharge, penalty, interest, fees or charges imposed under the Wastewater Ordinance.

35. Surcharge Payment Obligation (Rev. 02-13-2020)
In accordance with the Wastewater Ordinance, the permitee must file annually a wastewater treatment surcharge statement unless exempted by the Chief Engineer. All surcharge statements and any required payments must be submitted on or before August 15 following the end of the fiscal year. The permittee must report the total annual surcharge due and the wastewater discharge data used in making such calculations. Such information must be provided on a form provided and must be signed by the permittee under penalty of perjury. The permittee must comply with all instructions which accompany the forms.

36. Status Change Notification (Rev 01-01-2007)
The permittee is required to notify the Districts of any change in the status of the subject facility, if ownership or operating responsibility changes, or if the industrial waste connection is legally abandoned.

37. 25 Percent Change - Rev Req (Rev 07-01-2011)
A new permit application must be submitted when there is a significant change in wastewater quantity (more than 25 percent) or quality from that given in the approved permit information. The completed application must be submitted to the local governmental agency for initial processing prior to Districts' review. Approval must be obtained prior to any construction of new facilities.

38. Waste Hauler Reports (Rev 01-01-2007)

Waste hauler reports must be obtained and kept on file for a period of at least four years for any solid wastes from the wastewater pretreatment system and liquid wastes leaving the plant other than in the sewer system. These reports must be made available to representatives of the Districts upon request.

39. Equipment Changes (Rev 01-01-2007)

Engineering drawings for changes in equipment or processes must be submitted to the Districts through the local agency for approval before implementation.

LOS ANGELES COUNTY SANITATION DISTRICTS
Converting Waste Into Resources

INDUSTRIAL WASTE SECTION
1955 Workman Mill Road
Whittier, CA 90601
P.O. Box 4998
Whittier, CA 90607-4998
(562) 699-7411 Ext. 2900
FAX: (562) 908-4224

SANITATION DISTRICTS OF LOS ANGELES COUNTY
INDUSTRIAL WASTEWATER DISCHARGE PERMIT DATA SHEET

SECTION 1: *General Information*

Permit Number	22253	Facility ID	9254557
Permit Type	Industrial Waste - Standard	Parcel Number	7330-007-905
Facility Name	City of Carson	District	08
Facility Address	23800 S. Figueroa Street Carson, CA 90745	Thomas Bros. Grid	794/C2
Facility Permit Contact	Julio Gonzalez	Number of Employees	0
Telephone Number	310-952-1700		

Local Agency:	Los Angeles County Department of Public Works
Agency Adress:	900 S. Fremont Avenue Alhambra, CA 91803

SECTION 2: *Permit Status*

Industrial Waste Discharge Permit Status	APPROVED
Approval Date	April 28, 2021
Expiration Date	January 16, 2024

SECTION 3: *Flow Stream Information*

Name	Type	Direction	Federal Regulation	Local Regulation
Sample Point: 22253A				
Stormwater and urban runoff diverted from Bond Issue Project 1201-Line A and two curb opening catch basins in Figueroa Street and West Sepulveda Boulevard.	Sewered Flow	Outgoing	403	IU Standard - All Others

Flow Stream Regulatory Notes:

Federal Regulation: 40 CFR Part 403 General Pretreatment Regulations

Local Regulation: IU Standard - All Others

SECTION 4: *Sample Point Information*

Name	Description	Location Status	Location Type	Location Category
22253A	Below-ground sampling vault located on a side stream of the discharge line upgradient of the junction structure connecting to JO"D" Unit 1B in the southwest corner of the Carriage Crest Park.	Active-IW-Permit Required	Final Effluent	Noncategorical Significant

Point of Connection to Sewer: Connects to the Districts' JOD Unit 1B Trunk Sewer in Figueroa Street

Physical Location: 23800 S. Figueroa Street, Carson, CA 90745

SECTION 5: *Self Monitoring Report (SMR) Requirements*

Sample Location: 22253A (Below-ground sampling vault located on a side stream of the discharge line upgradient of the junction structure connecting to JO"D" Unit 1B in the southwest corner of the Carriage Crest Park.)

SMR Requirement	Frequency	Sample Method	Units
Cadmium, Total	Semiannually	Composite	mg/L
Chromium, Total	Semiannually	Composite	mg/L
COD, Total	Semiannually	Composite	mg/L
Copper, Total	Semiannually	Composite	mg/L
Lead, Total	Semiannually	Composite	mg/L
Nickel, Total	Semiannually	Composite	mg/L
Oil & Grease	Semiannually	Grab	mg/L
pH	Semiannually	Grab	S.U.
Silver, Total	Semiannually	Composite	mg/L
Solids, Suspended	Semiannually	Composite	mg/L
Sulfide, Soluble	Semiannually	Grab	mg/L
Total Cyanide	Semiannually	Grab	mg/L
Zinc, Total	Semiannually	Composite	mg/L

Beginning date of next required SMR reporting period: July 01, 2021

SECTION 6: *Substance Limits*

Sample Location: 22253A (Below-ground sampling vault located on a side stream of the discharge line upgradient of the junction structure connecting to JO"D" Unit 1B in the southwest corner of the Carriage Crest Park.)

Substance Name	Regulation	Sample Method	At Any Time Maximum	At Any Time Minimum	Daily Average Maximum	Average Maximum - *(Monthly Unless Otherwise Indicated)*
pH	Federal	Composite		5.0 S.U.		
pH	Federal	Grab		5.0 S.U.		
pH	Local	Composite		6.0 S.U.		
pH	Local	Grab		6.0 S.U.		
Flash Point	Federal	Composite		60 Deg. C		
Flash Point	Federal	Grab		60 Deg. C		
Flash Point	Local	Composite		60 Deg. C		
Flash Point	Local	Grab		60 Deg. C		
Temperature	Local	Grab	140 Deg. F			
Solids, Suspended			No Limit			
Solids, Total Dissolved			No Limit			
Total Cyanide	Local	Composite	10 mg/L			
Total Cyanide	Local	Grab	10 mg/L			
Sulfide, Soluble	Local	Grab	0.1 mg/L			
Chloride			No Limit			
COD, Total			No Limit			
Oil & Grease			No Limit			
Arsenic, Total	Local	Composite	3 mg/L			
Arsenic, Total	Local	Grab	3 mg/L			
Cadmium, Total	Local	Composite	15 mg/L			
Cadmium, Total	Local	Grab	15 mg/L			
Chromium, Total	Local	Composite	10 mg/L			
Chromium, Total	Local	Grab	10 mg/L			
Copper, Total	Local	Composite	15 mg/L			
Copper, Total	Local	Grab	15 mg/L			
Lead, Total	Local	Composite	40 mg/L			
Lead, Total	Local	Grab	40 mg/L			
Mercury, Total	Local	Composite	2 mg/L			
Mercury, Total	Local	Grab	2 mg/L			
Nickel, Total	Local	Composite	12 mg/L			
Nickel, Total	Local	Grab	12 mg/L			
Silver, Total	Local	Composite	5 mg/L			
Silver, Total	Local	Grab	5 mg/L			
Zinc, Total	Local	Composite	25 mg/L			
Zinc, Total	Local	Grab	25 mg/L			
Aldrin	Local	Composite	10 ug/L			
Aldrin	Local	Grab	10 ug/L			
Dieldrin	Local	Composite	10 ug/L			
Dieldrin	Local	Grab	10 ug/L			
Endrin	Local	Composite	10 ug/L			

Endrin	Local	Grab	10 ug/L			
Toxaphene	Local	Composite	10 ug/L			
Toxaphene	Local	Grab	10 ug/L			
Total HCH	Local	Composite	10 ug/L			
Total HCH	Local	Grab	10 ug/L			
Total Detected Chlordanes	Local	Composite	10 ug/L			
Total Detected Chlordanes	Local	Grab	10 ug/L			
Total Detectable DDT	Local	Composite	10 ug/L			
Total Detectable DDT	Local	Grab	10 ug/L			
Total Detectable PCBs	Local	Composite	10 ug/L			
Total Detectable PCBs	Local	Grab	10 ug/L			

*** Indicates a 4 Day Average Limit*

Summary Substances and Their Constituent Substances - No Limits on Constituents Unless Listed Above		
Sample Location: 22253A		
Summary Substance: Total Detectable DDT		
p,p'-DDE	p,p'-DDD	p,p'-DDT
Summary Substance: Total Detectable PCBs		
Aroclor 1242	Aroclor 1254	Aroclor 1016
Aroclor 1221	Aroclor 1232	Aroclor 1248
Aroclor 1260		

SECTION 7: *Flow Limits*

Sample Location: 22253A (Below-ground sampling vault located on a side stream of the discharge line upgradient of the junction structure connecting to JO"D" Unit 1B in the southwest corner of the Carriage Crest Park.)

Limit Type	Flow Data Type	Start Time	End Time	Flow Limit Value	Flow Units
Daily Average Flow Limit	Average			430,000	GPD
5-minute Peak Flow Limit	Maximum			15,300	gpm

SECTION 8: *Pretreatment Equipment/Process*

Pretreatment Process Name:	Combustible Gas Monitoring
Equipment Name	**Equipment Type**
LEL Sensor(1)-Required	Monitoring/Sampling
Pretreatment Process Name:	Effluent Monitoring
Equipment Name	**Equipment Type**
Digital Recorders (2)	Monitoring/Sampling
Magnetic Flow Meter	Flow Monitoring
Pretreatment Process Name:	Solids Removal
Equipment Name	**Equipment Type**
Curb-Opening Screens	Pretreatment
Hydrodynamic Separator	Pretreatment

SECTION 9: *Program Requirements*

Program Name	Status	Due Date	Approved Date	Plan Name
Combustible Gas System	Approved - Active		8/16/2018	Combustible Gas Monitoring
Flow Meter	Approved - Active			Flow Monitoring System
Rainwater	Approved - Active		8/16/2018	Low Flow Diversion System

SECTION 10: *Submissions/Completions Requirements*

Required Submissions/Completions	Due Date
Not Applicable	

Except as directed in permit requirement statements, all submissions and notifications of completions should be mailed to:

County Sanitation Districts of Los Angeles County
Industrial Waste Section
Karen Luo
P.O. Box 4998
Whittier, CA 90607-4998

Permit related questions should be directed to:

Karen Luo
562-908-4288 Ext. 2914
KLuo@lacsd.org

Flow Monitoring questions should be directed to:

Mohamed Bina
562-908-4288 Ext. 2958
mbina@lacsd.org

SELF-MONITORING REPORTING SCHEDULE

Permittees required to submit self-monitoring reports per Section 5 of this Permit Data Sheet are subject to the following schedule:

SELF-MONITORING REPORTING SCHEDULE[1]		
Analysis Frequency	**Reporting Period**	**Due Date[2]**
Annually	July 1 - June 30	July 15 (the following year)
Semi-annually	January 1 - June 30 July 1 - December 31	July 15 January 15
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 15 July 15 October 15 January 15
Monthly	Day 1 - Day 31 of the month	Day 15 (the following month)

[1]The laboratory data sheet(s) for each analysis performed during the reporting period must be included with the Self - monitoring Report form. However, only the results from the most recent sample collected during the reporting period should be recorded on the Self-monitoring Report form.

[2]The Self-monitoring Report form may be submitted before the due date as long as the sample is taken during the appropriate reporting period.

SURCHARGE TEST REQUIREMENTS

Industrial users participating in the Sanitation Districts' Surcharge Program may be subject to additional self-monitoring requirements besides those specified in the permit conditions. Surcharge testing parameters include Chemical Oxygen Demand (COD) and suspended solids (SS). For companies that file Long Form Surcharge Statements, the testing frequency for COD and SS is based on flow as shown in the table below. Surcharge wastewater analyses must adequately represent the average daily discharge to the sewer system and the results must be submitted annually with the wastewater treatment surcharge statement in accordance with each year's "Instruction for Filing a Long Form Wastewater Treatment Surcharge Statement." **Surcharge test requirements are independent of the self-monitoring report requirements**.

SURCHARGE TESTING FREQUENCY FOR COD AND SS **(Must be 24-hour Composite Samples)**	
Yearly Cumulative Flow from Each Outlet (in million gallons)	**Required Testing Frequency**
Less than 15.00	1 sample per 3 months
15.01 to 40.00	1 sample per 2 months
40.01 to 100.00	2 samples per month
100.01 to 250.00	1 sample per week
More than 250.00	2 samples per week

CITY OF CARSON

PROJECT NO. 1515

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT

CARRIAGE CREST PARK

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE PROJECT TECHNICAL SPECIFICATIONS. WORK NOT COVERED BY THE PROJECT SPECIFICATIONS SHALL CONFORM TO THE STANDARD PLANS OF LOS ANGELES COUNTY SANITATION DISTRICT STANDARDS, THE CITY OF CARSON, AMERICAN PUBLIC WORKS ASSOCIATION AND CALTRANS STANDARD PLANS AND SPECIFICATIONS. (ALL LATEST EDITIONS)
2. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER 2 WORKING DAYS IN ADVANCE FOR INSPECTION PRIOR TO STARTING WORK AT (310) 847-3502
3. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES 48 HOURS IN ADVANCE, PRIOR TO WORKING AROUND THEIR FACILITIES
4. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (800) 227-2600 48 HOURS PRIOR TO ANY EXCAVATION
5. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES DURING CONSTRUCTION AMPLE MEANS AND DEVICES WITH WHICH TO PROMPTLY REMOVE AND PROPERLY DISPOSE OF ALL WATER FROM ANY SOURCE ENTERING THE EXCAVATION OR OTHER PARTS OF THE WORK.
6. ALL EXISTING IMPROVEMENTS, INCLUDING STRIPING, REMOVED OR DAMAGED SHALL BE REPLACED IN KIND, TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER
7. ANY IMPROVEMENTS DAMAGED DURING THE CONSTRUCTION SHALL BE REMOVED AND RECONSTRUCTED PER CITY OF CARSON STANDARD PLAN AND TO THE SATISFACTION OF THE CITY ENGINEER
8. THE EDGES OF ALL A.C. PATCH SHALL BE SEALED WITH ASPHALT EMULSION.
9. THE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY THE GENERAL CONTRACTOR. THE TRAFFIC CONTROL AND CONSTRUCTION SIGNING SHALL BE PER MUTCH HANDBOOK, OR THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) ALONG WITH THE CALIFORNIA SUPPLEMENT. TRAFFIC CONTROL PLAN SHALL MEET REQUIREMENTS OUTLINED ON SHEET G-06
10. CONTRACTOR SHALL HAVE SUFFICIENT MATERIALS ON HAND AT ALL TIMES TO EXPEDITE ANY EMERGENCY REPAIR.
11. WORKING HOURS SHALL BE BETWEEN 8AM AND 5PM MONDAY - FRIDAY ON ARTERIALS UNLESS OTHERWISE APPROVED BY THE CITY TRAFFIC ENGINEER
12. A CONSTRUCTION PERMIT IS REQUIRED FOR ANY WORK TO BE DONE IN THE PUBLIC RIGHT-OF-WAY.
13. A CONSTRUCTION BOND IS REQUIRED FOR ALL WORK TO BE DONE WITHIN THE PUBLIC RIGHT-OF-WAY.
14. CONTRACTOR SHALL PROVIDE PROOF OF WORKER'S COMPENSATION AND LIABILITY INSURANCE
15. ALL TRENCHES IN PAVEMENT TO BE REPAIRED PER "CITY OF CARSON DRAWING" NO. 136 "TRENCH BACKFILL AND PAVEMENT REPAIRS."
16. CONTRACTOR IS REQUIRED TO PLACE A RUBBERIZED EMULSION AGGREGATE SLURRY SEAL (RESS) OVER THE STREET WIDTH (CURB TO CURB) IN WHICH THE EXCAVATION WAS MADE AND PER CITY OF CARSON STD. PLAN NO. 136
17. ALL SURVEY MONUMENTS DESTROYED AS A RESULT OF THE CONTRACTOR'S WORK SHALL BE RESET "IN KIND" AT THE CONTRACTORS EXPENSE BY A LICENSED SURVEYOR OR REGISTERED CIVIL ENGINEER. COPIES OF ALL TIES TO RESET MONUMENTS SHALL BE SUPPLIED TO THE CITY PRIOR TO RELEASE OF ANY SURETIES.
18. PARKING LOT AND AREAS ADJACENT TO PARKING LOT SHALL BE PROTECTED FROM HEAVY EQUIPMENT TO AVOID CRACKING AND/OR DAMAGING THE AREA. STOCKPILING IN THIS AREA IS PROHIBITED. THE UNDERLYING SOIL IN THIS AREA IS CONTAMINATED. THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF ANY DAMAGES TO THIS AREA INCLUDING REMOVAL OF CONTAMINATED SOILS. REFER TO THE OVERALL CONSTRUCTION SEQUENCE PLAN ON SHEET G-08 FOR ADDITIONAL INFORMATION.
19. THE CONTRACTOR SHALL VISIT THE SITE AND BE KNOWLEDGEABLE OF CONDITIONS THEREON. THE CONTRACTOR SHALL INVESTIGATE, VERIFY AND BE RESPONSIBLE FOR ALL CONDITIONS OF THE PROJECT. THE CONTRACTOR SHALL NOTIFY THE CITY OF ANY CONDITIONS REQUIRING CORRECTION OR MODIFICATION PRIOR TO PROCEEDING WITH THE WORK.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE PLACEMENT OF ALL WORK ON THE SITE.
21. ALL DIMENSIONS SHALL HAVE PREFERENCE OVER SCALE. DIMENSIONS SHALL BE VERIFIED IN THE FIELD PRIOR TO PROCEEDING WITH THE WORK. THE CITY SHALL BE NOTIFIED OF ANY CORRECTIONS REQUIRED.
22. NOTES AND TYPICAL DETAILS SHALL APPLY TO ALL CONDITIONS UNLESS NOTED OTHERWISE.
23. TRADE NAMES AND MANUFACTURERS REFERRED TO ARE FOR QUALITY STANDARDS ONLY. EQUALS WILL BE PERMITTED ONLY AS APPROVED BY THE CITY. SUBMITTALS AND/OR SHOP DRAWINGS ARE REQUIRED FOR ALL PRODUCTS OR ITEMS TO BE INSTALLED, PER SPECIFICATIONS.
24. THE GENERAL CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH ALL LABOR, EQUIPMENT, AND MATERIALS, AND PERFORM ALL WORK NECESSARY, INDICATED, REASONABLY INFERRED OR REQUIRED BY ANY CODE WITH JURISDICTION, ALL CONTRACTORS SHALL COMPLETE THEIR SCOPE OF WORK FOR A COMPLETE AND PROPERLY FINISHED JOB.
25. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR WORK, AND AT THE COMPLETION OF THE WORK, SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE JOB SITE, AND ALL THEIR TOOLS, SCAFFOLDING, AND SURPLUS MATERIALS, AND SHALL LEAVE THE JOB BROOM CLEAN
26. THE PROJECT SITE SHALL BE KEPT NEAT AND ORDERLY. TRASH AND DEBRIS GENERATED BY CONSTRUCTION OPERATIONS SHALL BE REMOVED FROM THE PROJECT SITE ON A REGULAR BASIS.
27. THE CONTRACTOR SHALL PROVIDE PROPER ANCHORAGE OF ALL EQUIPMENT AND ASSEMBLIES SHOWN HEREIN IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS, TRADE AND INDUSTRY STANDARDS, AND ALL GOVERNING CODES AND ORDINANCES.
28. WHERE SPECIFIC DIMENSIONS, DETAILS, OR DESIGN INTENT CANNOT BE DETERMINED, CONSULT THE ENGINEER BEFORE PROCEEDING WITH THE WORK.
29. ALL COSTS FOR PERMITS AND MISCELLANEOUS FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SEE SECTION 01010 FOR LIST OF PERMITS.
30. THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES AND PROTECT THEM FROM DAMAGE AS REQUIRED. ALL EXISTING UTILITY CROSSINGS SHALL BE POTHOLED AND FIELD LOCATED.
31. EXISTING ELEVATIONS AND LOCATIONS TO BE JOINED BY THE WORK SHALL BE VERIFIED BY THE CONTRACTOR BEFORE COMMENCING THE WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE DRAWINGS.
32. ALL DISSIMILAR METALS SHALL BE SUFFICIENTLY ISOLATED FROM EACH OTHER TO PREVENT GALVANIC ACTION.
33. CONTRACTOR TO DESIGN AND PROVIDE ALL NECESSARY SHORING AND BRACING FOR REMOVAL ITEMS OR CONSTRUCTION OF IMPROVEMENTS.
34. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF ALL DRAWINGS WITH ITS SUBCONTRACTORS. ALL SUBCONTRACTORS SHALL BE FURNISHED WITH COMPLETE SETS OF PLANS AND SPECIFICATIONS BY THE CONTRACTOR.
35. NOTIFICATION: AT LEAST TEN (10) DAYS BEFORE THE START OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY, IN WRITING, ABUTTING PROPERTY OCCUPANTS OF THE PROPOSED CONSTRUCTION START DATE. A COPY OF SAID WRITTEN NOTIFICATION SHALL BE PROVIDED TO THE INSPECTOR FOR APPROVAL BEFORE THEY ARE DISTRIBUTED TO THE OCCUPANTS OF THE ABUTTING PROPERTY.
36. TRENCH COMPACTION AND SUBGRADE COMPACTION TESTS SHALL BE PERFORMED BY A LABORATORY DESIGNATED BY THE CITY, UTILIZING CALIFORNIA TEST METHOD NO. 216 AND 231. THE CITY WILL FURNISH FIRST TESTS, WHEN REQUESTED, AT NO COST TO THE CONTRACTOR. ANY RE-TESTING REQUIRED DUE TO FIRST TEST FAILURES SHALL BE MADE AT LOCATIONS ORDERED BY THE ENGINEER AND SHALL BE AT THE CONTRACTOR'S EXPENSE - COST OF WHICH WILL BE DEDUCTED FROM THE CONTRACTOR'S FINAL PAYMENT.
37. ALL EXISTING IMPROVEMENTS, INCLUDING CURB AND GUTTERS, SIDEWALKS, ASPHALT CONCRETE OR P.C.C. PAVING WHICH ARE BEING JOINED OR MATCHED IN CONSTRUCTION WITH THE PROJECT, SHALL BE JOINED OR MATCHED IN A MANNER SATISFACTORY TO THE CITY ENGINEER, INCLUDING NECESSARY SAWCUTTING, REMOVAL, REPLACEMENT OR CAPPING.
38. THE CONTRACTOR SHALL CONDUCT CONSTRUCTION OPERATIONS IN SUCH A MANNER THAT STORM OR OTHER WATERS MAY PROCEED UNINTERRUPTED ALONG THE STREET OR DRAINAGE COURSES.
39. ALL BURIED VALVES SHALL BE PROVIDED WITH RISERS, VALVE BOXES AND COVERS. NUTS AND BOLTS SHALL BE 316 STAINLESS STEEL.
40. CONTRACTOR SHOULD BE AWARE THAT LARGE FLOWS MAY BE PRESENT WITHIN THE RCB. RAIN GAUGES THROUGHOUT THE WATERSHED SHOULD BE MONITORED DURING ALL WORK WITHIN THE RCB. CONTRACTOR IS RESPONSIBLE FOR SAFELY DIVERTING AND CONVEYING FLOW WITHIN THE WORK AREA THROUGHOUT THE DURATION OF CONSTRUCTION.
41. IN THE EVENT THAT ANY DAMAGE TO THE RCB IS IDENTIFIED DURING CONSTRUCTION, THE CONTRACTOR SHALL REPAIR SAID DAMAGE TO THE SATISFACTION OF LACFCD.
42. THESE PLANS AND SPECIFICATIONS WERE PREPARED BY TETRA TECH AT THE DIRECTION, MANAGEMENT, AND OVERSIGHT OF THE COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, PURSUANT TO THE STORMWATER PROJECT SERVICES AGREEMENT (CARRIAGE CREST PARK) CSD 44983, DATED JULY 19, 2016 AND SPECIFICALLY, SECTIONS 2.2 AND 2.3 THEREIN.

COUNTY SANITATION DISTRICT NO. 2 — DATE: 11/6/2018

ADDITIONAL NOTES TO CONTRACTOR ARE ON SHEET G-02

VICINITY MAP

SCALE: NTS

LOCATION MAP

SCALE: NTS

APN: 7330-007-905 — TRACT/PARCEL MAP NO. 29434 — LOT/PARCEL NO.: 905

⚠ LA COUNTY BUILDING AND SAFETY NOTES

1. ALL GRADING AND CONSTRUCTION ACTIVITIES SHALL CONFORM TO THE 2017 COUNTY OF LOS ANGELES BUILDING CODES AND THE STATE MODEL WATER EFFICIENCY LANDSCAPE ORDINANCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THESE PLANS.
2. ANY MODIFICATIONS OF OR CHANGES TO APPROVED GRADING PLANS MUST BE APPROVED BY THE BUILDING OFFICIAL.
3. NO GRADING SHALL BE STARTED WITHOUT FIRST NOTIFYING THE BUILDING OFFICIAL. A PRE-GRADING MEETING AT THE SITE IS REQUIRED BEFORE THE START OF THE GRADING WITH THE FOLLOWING PEOPLE PRESENT: OWNER, GRADING CONTRACTOR, DESIGN CIVIL ENGINEER, SOILS ENGINEER, GEOLOGIST, COUNTY GRADING INSPECTOR(S), OR THEIR REPRESENTATIVES, AND WHEN REQUIRED THE ARCHEOLOGIST OR OTHER JURISDICTIONAL AGENCIES' PERMITTEE OR HIS AGENT ARE RESPONSIBLE FOR ARRANGING PRE-GRADE MEETING AND MUST NOTIFY THE BUILDING OFFICIAL AT LEAST TWO BUSINESS DAYS PRIOR TO PROPOSED PRE-GRADE MEETING.
4. APPROVAL OF THESE PLANS REFLECT SOLELY THE REVIEW OF PLANS IN ACCORDANCE WITH THE COUNTY OF LOS ANGELES BUILDING CODES AND DOES NOT REFLECT ANY POSITION BY THE COUNTY OF LOS ANGELES OR THE DEPARTMENT OF PUBLIC WORKS REGARDING THE STATUS OF ANY TITLE ISSUES RELATING TO THE LAND ON WHICH THE IMPROVEMENTS MAY BE CONSTRUCTED. ANY DISPUTES RELATING TO TITLE ARE SOLELY A PRIVATE MATTER NOT INVOLVING THE COUNTY OF LOS ANGELES OR THE DEPARTMENT OF PUBLIC WORKS.
5. ALL GRADING AND CONSTRUCTION ACTIVITIES SHALL COMPLY WITH COUNTY OF LOS ANGELES CODE, TITLE 12, SECTION 12.12.030 THAT CONTROLS AND RESTRICTS NOISE FROM THE USE OF CONSTRUCTION AND GRADING EQUIPMENT FROM THE HOURS OF 8:00 PM TO 6:30 AM, AND ON SUNDAYS AND HOLIDAYS. (MORE RESTRICTIVE CONSTRUCTION ACTIVITY TIMES MAY GOVERN, AS REQUIRED BY THE DEPARTMENT OF REGIONAL PLANNING AND SHOULD BE SHOWN ON THE GRADING PLANS WHEN APPLICABLE.)
6. CALIFORNIA PUBLIC RESOURCES CODE (SECTION 5097.98) AND HEALTH AND SAFETY CODE (SECTION 7050.5) ADDRESS THE DISCOVERY AND DISPOSITION OF HUMAN REMAINS IN THE EVENT OF DISCOVERY OR RECOGNITION OF ANY HUMAN REMAINS IN ANY LOCATION OTHER THAN A DEDICATED CEMETERY. THE LAW REQUIRES THAT GRADING IMMEDIATELY STOPS AND NO FURTHER EXCAVATION OR DISTURBANCE OF THE SITE, OR ANY NEARBY AREA WHERE HUMAN REMAINS MAY BE LOCATED, OCCURS UNTIL THE FOLLOWING HAS BEEN MEASURES HAVE BEEN TAKEN:

   A. THE COUNTY CORONER HAS BEEN INFORMED AND HAS DETERMINED THAT NO INVESTIGATION OF THE CAUSE OF DEATH IS REQUIRED; AND

   B. IF THE REMAINS ARE OF NATIVE AMERICAN ORIGIN, THE DESCENDANTS FROM THE DECEASED NATIVE AMERICANS HAVE MADE A RECOMMENDATION FOR THE MEANS OF TREATING OR DISPOSING, WITH APPROPRIATE DIGNITY, OF THE HUMAN REMAINS AND ANY ASSOCIATED GRAVE GOODS.
7. THE LOCATION AND PROTECTION OF ALL UTILITIES IS THE RESPONSIBILITY OF THE PERMITTEE.
8. ALL EXPORT OF MATERIAL FROM THE SITE MUST GO TO A PERMITTED SITE APPROVED BY THE BUILDING OFFICIAL OR A LEGAL DUMPSITE. RECEIPTS FOR ACCEPTANCE OF EXCESS MATERIAL BY A DUMPSITE ARE REQUIRED AND MUST BE PROVIDED TO THE BUILDING OFFICIAL UPON REQUEST.
9. A COPY OF THE GRADING PERMIT AND APPROVED GRADING PLANS MUST BE IN THE POSSESSION OF A RESPONSIBLE PERSON AND AVAILABLE AT THE SITE AT ALL TIMES.
10. SITE BOUNDARIES, EASEMENTS, DRAINAGE DEVICES, RESTRICTED USE AREAS SHALL BE LOCATED PER CONSTRUCTION STAKING BY FIELD ENGINEER OR LICENSED SURVEYOR PRIOR TO GRADING, AS REQUESTED BY THE BUILDING OFFICIAL. ALL PROPERTY LINES, EASEMENTS, AND RESTRICTED USE AREAS SHALL BE STAKED.
11. NO GRADING OR CONSTRUCTION SHALL OCCUR WITHIN THE PROTECTED ZONE OF ANY OAK TREE AS REQUIRED PER TITLE CHAPTER 22.56 OF THE COUNTY OF LOS ANGELES ZONING CODE. THE PROTECTED ZONE SHALL MEAN THAT AREA WITHIN THE DRIP LINE OF AN OAK TREE EXTENDING THERE FROM A POINT AT LEAST FIVE FEET OUTSIDE THE DRIP LINE, OR 15 FEET FROM THE TRUNK(S) OF A TREE, WHICHEVER IS GREATER.
12. THE STANDARD RETAINING WALL DETAILS SHOWN ON THE GRADING PLANS ARE FOR REFERENCE ONLY. STANDARD RETAINING WALLS ARE NOT CHECKED, PERMITTED, OR INSPECTED PER THE GRADING PERMIT. A SEPARATE RETAINING WALL PERMIT IS REQUIRED FOR ALL STANDARD RETAINING WALLS.
13. A PREVENTIVE PROGRAM TO PROTECT THE SLOPES FROM POTENTIAL DAMAGE FROM BURROWING RODENTS IS REQUIRED PER SECTION J101.8 OF THE COUNTY OF LOS ANGELES BUILDING CODE. OWNER IS TO INSPECT SLOPES PERIODICALLY FOR EVIDENCE OF BURROWING RODENTS AND A FIRST EVIDENCE OF THEIR EXISTENCE SHALL EMPLOY AN EXTERMINATOR FOR THEIR REMOVAL.
14. WHERE A GRADING PERMIT IS ISSUED AND THE BUILDING OFFICIAL DETERMINES THAT THE GRADING WILL NOT BE COMPLETED PRIOR TO NOVEMBER 1, THE OWNER OF THE SITE ON WHICH THE GRADING IS BEING PERFORMED SHALL, ON OR BEFORE OCTOBER 1, FILE, OR CAUSE TO BE FILED WITH THE BUILDING OFFICIAL AN ESCP PER SECTION J110.8.3 OF THE COUNTY OF LOS ANGELES BUILDING CODE.
15. TRANSFER OF RESPONSIBILITY: IF THE FIELD ENGINEER, THE SOILS ENGINEER, OR THE ENGINEERING GEOLOGIST OF RECORD IS CHANGED DURING GRADING, THE WORK SHALL BE STOPPED UNTIL THE REPLACEMENT HAS AGREED IN WRITING TO ACCEPT THEIR RESPONSIBILITY WITHIN THE AREA OF TECHNICAL COMPETENCE FOR APPROVAL UPON COMPLETION OF THE WORK. IT SHALL BE THE DUTY OF THE PERMITTEE TO NOTIFY THE BUILDING OFFICIAL IN WRITING OF SUCH CHANGE PRIOR TO THE RECOMMENCEMENT OF SUCH GRADING.

DATE:

PLANS PREPARED BY:

TETRA TECH

www.tetratech.com
3475 East Foothill Blvd
Pasadena, CA 91107
Phone: (626) 351-4664 FAX (626) 351-5291

BENCHMARK:

LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM FY12230
LACO DPW TAG IN E CB OF ISLAND E 1W (20FT) NIO BCR @
SEPULVEDA BL & FIGUEROA ST
ELEV = 23.120 NAVD 88

SCOPE OF WORK

UNDERGROUND STORAGE AND CONVEYANCE SYSTEM

LEGAL DESCRIPTION

THOSE PORTIONS OF LOT 14 OF E. N. MCDONALD'S SUBDIVISION OF LOT 9 OF THE 755 ACRE MARIA MACHADO DE ROCHA TRACT, IN THE RANCHO SAN PEDRO, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52, PAGE 3 OF MISCELLANEOUS RECORDS, RECORDS OF SAID COUNTY, DESCRIBED AS PARCELS 1 AND 2 OF INST. NO. 922 OF BOOK 5788 PG 332 OF DEEDS.

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PROJECT IS THE BEARING FROM THE SCRIBED "X" IN THE NORTH EASTERLY CORNER OF THE HANDBALL COURT AT CARRIAGE CREST PARK AND THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS BENCHMARK IN THE TRIANGULAR MEDIAN AT THE INTERSECTION OF SEPULVEDA BLVD. AND FIGUEROA BLVD, WHICH IS S31°05'41"W

BENCHMARK

LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM FY12230
LACO DPW TAG IN E CB OF ISLAND E 1W (20FT) NIO BCR @
SEPULVEDA BL & FIGUEROA ST
ELEV = 23.120 NAVD 88

STREET ADDRESS

CARRIAGE CREST PARK
23900 S FIGUEROA ST, CARSON CA, 90745

CIVIL ENGINEER

TETRA TECH, INC.
JARON RUSSELL, PE, PLS, ENV SP, QSD/P
1741 TANK FARM ROAD, SUITE 110, SAN LUIS OBISPO, CA 93401
PHONE: (805) 542-9652

ELECTRICAL ENGINEER

TETRA TECH, INC.
MAZEN ASSAAD, PE
17885 VON KARMAN AVE., SUITE 500 IRVINE, CA 92614
PHONE: (949) 809-5000

SOIL ENGINEER

TETRA TECH, INC.
FERNANDO CUENCA, PH D, PE
1360 VALLEY VISTA DR. DIAMOND BAR, CA 91765
PHONE: (909) 860-1777

⚠ GENERAL INFO

1. GRADING PERMIT APPLICATION NO. GR1602070001
2. WASTE DISCHARGE IDENTIFICATION NUMBER (WDID #) 4I402

LA COUNTY BUILDING AND SAFETY NOTES (CONT.)

23. **ENGINEER'S/SURVEYOR'S STATEMENT REGARDING THE PRESENCE OF MONUMENTS WITHIN PROJECT LIMITS**

    I HEREBY ATTEST THAT I HAVE LOCATED AND REFERENCED ON THESE PLANS THE MONUMENTS EXISTING PRIOR TO CONSTRUCTION TO ENSURE REINSTALLATION OF THEIR LOCATION IN ACCORDANCE WITH SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE. I FURTHER ATTEST THAT I HAVE PERFORMED A RECORD SEARCH AND FIELD INSPECTION TO IDENTIFY EXISTING MONUMENTS. SHALL SET SUFFICIENT CONTROLLING WITNESS AND PERMANENT MONUMENTS, AND SHALL FILE THE REQUISITE CORNER RECORD OR RECORD OF SURVEY OF THE REFERENCES WITH THE COUNTY SURVEYOR.

ENGINEER/SURVEYOR SEAL & SIGNATURE — DATE: 08/17/18

25. ANY PROPOSED WORK WITHIN A PRIVATE/UTILITY EASEMENT OR ACCESS EASEMENT REQUIRES PERMISSION LETTERS AND/OR COVENANTS FROM EASEMENT HOLDER. PERMISSION FROM THE EASEMENT HOLDER MAY NOT BE REQUIRED IF IT CAN BE SHOWN THE PROPOSED CONSTRUCTION WORK IS CONSISTENT AND IN CONFORMANCE WITH THE INTENDED EASEMENT USE. COPIES OF RECORDED EASEMENTS SHALL BE SUBMITTED FOR REVIEW. GRADING PLANS MUST SHOW ALL BEARINGS, DISTANCES, (LINEAR AND CURVE DATA) FOR THE ENTIRE EASEMENT(S). THE FOLLOWING NOTE SHALL BE ADDED TO THE GRADING PLAN:

"AS CIVIL ENGINEER/LAND SURVEYOR OF THIS PROJECT, I HAVE IDENTIFIED THE LOCATION OF ALL EASEMENTS WHICH ARE DEPICTED ON THESE PLANS. I HAVE REVIEWED THE PROPOSED EASEMENT DOCUMENTS AND VERIFIED THE PROPOSED CONSTRUCTION DOES NOT CONFLICT OR INTERFERE WITH THE INTENDED EASEMENT USE."

CIVIL ENGINEER/LAND SURVEYOR (STAMP AND SIGNATURE) — DATE: 08/17/18

26. UTILITIES, SUCH AS WATER, ELECTRICAL, PLUMBING, MECHANICAL, AND SEWER SHOWN ON GRADING PLANS, MAY REQUIRE A SEPARATE PERMIT. ADD NOTE ON GRADING PLAN/UTILITY PLANS WHICH LABELS THE UTILITIES ARE PROVIDED FOR REFERENCE ONLY AND SEPARATE PERMITS MAY BE REQUIRED.

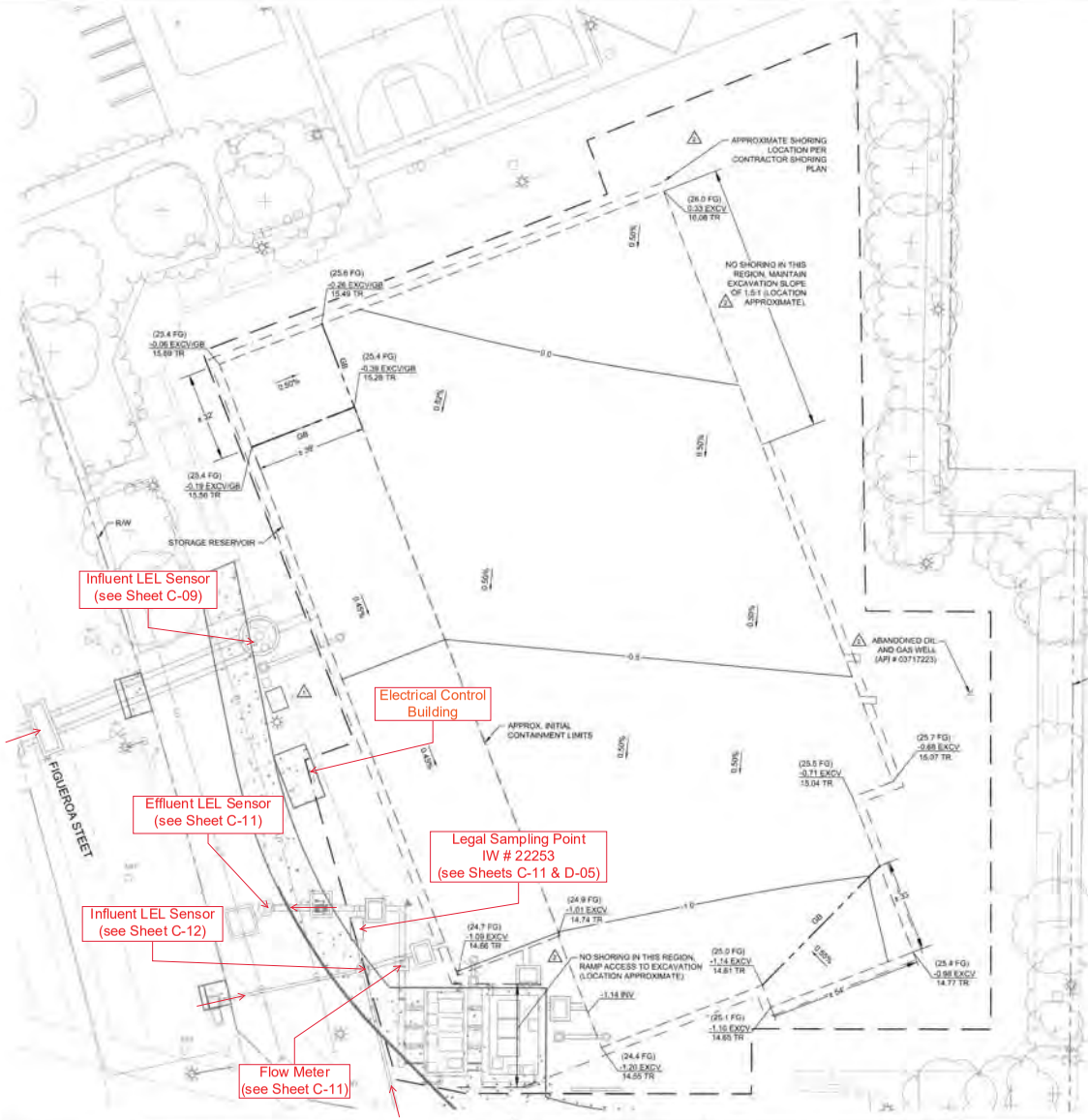
NO	REVISIONS: DESCRIPTION	APPROVE	DATE
1	BUILDING/SAFETY COMPLIANCE	JH	08/16/2018
2	ADD NOTE ON PROJECT SERVICES AGREEMENT		11/06/2018

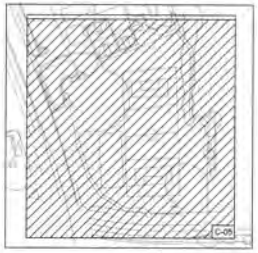
CITY OF CARSON

ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK - PROJECT NO. 1515
TITLE SHEET

PROJECT NO. 140-01297-16021 | SHEET 1 of 83 | PLAN NO. G-01





KEY MAP

LEGEND:

	RIGHT OF WAY (R/W) / PROPERTY LINE
	LIMITS OF STORAGE RESERVOIR
	STORAGE RESERVOIR EXCAVATION/SHORING LIMITS
	SHORING LOCATION PER CONTRACTOR'S PLAN (LOCATION APPROXIMATE)
X	PROPOSED 6' FENCE
FG	FINISHED GRADE
EXCV	EXCAVATION BOTTOM
GB	GRADE BREAK
TR	TOP OF STORAGE RESERVOIR ROOF

NOTE:

1. CONTRACTOR SHALL PROVIDE A POSITIVE SLOPE OF 0.5% MINIMUM, UNLESS OTHERWISE NOTED, TOWARD PUMP STATION AND NOT EXCEED THE STORAGE RESERVOIR MANUFACTURERS RECOMMENDATIONS.
2. TOP OF STORAGE RESERVOIR ROOF BASED ON 15'-9" TOTAL HEIGHT. REFER TO STORMTRAP DRAWINGS FOR ALL DIMENSIONS RELATED TO THE STORAGE UNITS.
3. SHORING TO BE CONSTRUCTED PER SEPARATE PERMIT. SHORING PERMIT SHALL BE ISSUED AT THE SAME TIME AS THE GRADING PERMIT. SHORING DESIGN SHALL MEET THE REQUIREMENTS AND RECOMMENDATIONS IN THE GEOTECHNICAL INVESTIGATION REPORT FOR CARRIAGE CREST PARK PREPARED BY TETRA TECH, REPORT DATED JANUARY 27, 2017 (PROJECT NO. TET 16-1016).
4. CONTRACTOR SHALL MAINTAIN A 4' CLEARANCE FROM THE EXISTING ABANDONED OIL AND GAS WELL. CONTRACTOR SHALL NOTIFY GEOTECHNICAL ENGINEER IF ANY TIEBACKS, SOIL NAILS, OR ANY OF THE PROPOSED IMPROVEMENTS COME WITHIN 4' OF THE ABANDONED WELL.

APPROVAL OF PLANS FOR INDUSTRIAL WASTEWATER DISCHARGE
Sanitation District. No. 8 Grace Robinson Hyde, Chief Engr. & Gen'l. Mgr.
Date 01-17-2019 Sanitation Districts Industrial Waste Permit No. 22253

Approval is contingent upon continuing compliance with all applicable Ordinance requirements and with

Corrections shown on the drawings ☐
Sanitation District Letter of this date 01-17-2019 ☒
Facility ID 9254557
Reviewed by KLuo Checked by _____
Approved by _____
For Grace Robinson Hyde, Chief Engr & Gen'l Mgr.
Permit for sewer connection must be obtained separately.

Project No. 1515
Refer to DM# 4827095 for Bid Set with Cover Sheet Signed by City of Carson

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1	JH	03/28/18
2	BUILDING/SAFETY COMPLIANCE	JH	08/15/18

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
3475 East Foothill Blvd
Pasadena, CA 91107
Phone: (626) 351-4664 FAX (626) 351-5291

BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM 7Y12236
LACO DPW TAG IN E CB OF ISLAND 8.1M (26FT) N/O BCR @ SEPULVEDA BL & FIGUEROA ST.
ELEV = 23.100 NAVD 88

CITY OF CARSON
ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK - PROJECT NO. 1515
PRECISE GRADING PLAN I
SUBGRADE OF STORAGE RESERVOIR

PROJECT NO.	SHEET	PLAN NO.
135-01297-16021	11 of 83	C-05

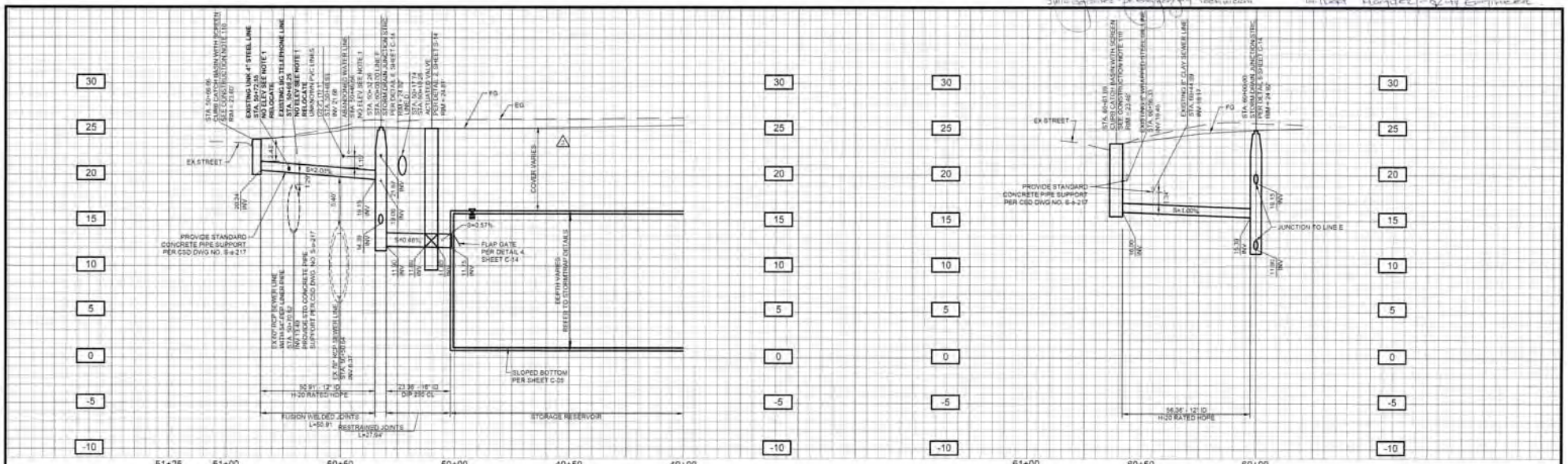
TWO DAYS BEFORE YOU DIG CALL USA AT 811

IMPORTANT NOTICE
Section 4216.4217 of the Government Code requires a DigAlert Identification Number be issued before a "Permit to Excavate" will be valid. For your DigAlert I.D. Number call Underground Service Alert TOLL FREE 1-800-227-2600. Two working days before you dig.

SCALE: 1" = 20'

DATE:

P:\01297\135-01297-16021\CAD\Sheet files\C-05-Precision Grading.dwg 9/12/2018 MEGAN.HARAHAN

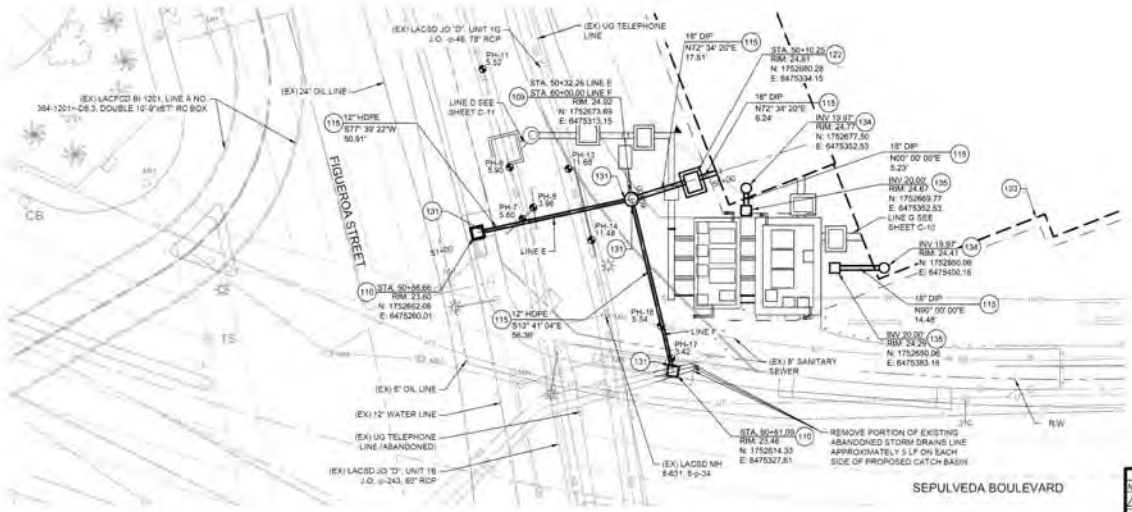


LINE E PROFILE

HORIZ: 1" = 20'
VERT: 1" = 5'

LINE F PROFILE

HORIZ: 1" = 20'
VERT: 1" = 5'



CONSTRUCTION NOTES:

CONSTRUCT ○

103 STORAGE RESERVOIR PER DETAIL 1, SHEET C-18.
109 JUNCTION STRUCTURE PER SPPWC STD. PLAN 335-2, CASE 3. MANHOLE IS EQUIPED WITH HYDROCARBON AND LEL SENSOR PER DETAIL 5, SHEET C-17.
110 CURB OPENING CATCH BASIN PER SPPWC STD. PLAN 300-3, INCLUDES PRETREATMENT SCREEN PER DETAIL 3 ON SHEET C-15
115 PIPE TRENCHING PER DETAIL 2, SHEET C-15, SIZE PER PLAN
122 ACTUATED VALVE AND VAULT STRUCTURE PER DETAIL 2, SHEET S-14
131 INSTALL HDPE WALL ANCHOR PER DETAIL 6, SHEET C-23 AND FUSION WELD ALL JOINTS.
134 MAINTENANCE SHAFT WITH ULTRASONIC SENSOR PER DETAIL 1, SHEET C-17
135 GRATED CATCH BASIN PER DETAIL 5, SHEET C-15.

LEGEND

STORAGE RESERVOIR LIMITS
RIGHT-OF-WAY (R/W)/PROPERTY LINE
PH-13 — POTHOLE NUMBER
11.68 — POTHOLE DEPTH (FEET) (REFER TO NOTE 6)

NOTES:

1. CONTRACTOR TO POTHOLE AND FIELD VERIFY DEPTH OF ALL UTILITY CROSSINGS AND CONNECTIONS. RELOCATION MAY BE REQUIRED.
2. NORTHING AND EASTING SHOWN IS LOCATED IN THE CENTER OF THE STRUCTURE.
3. ALL PROPOSED FACILITIES SHOWN TO BE MAINTAINED BY THE CITY OF CARSON.
4. NOT USED.
5. PROVIDE INTEGRATED FALL PROTECTION FOR LADDERS PER DETAIL 7 ON S-13
△8 CONTRACTOR TO PROVIDE TEMPORARY PIPE SUPPORT PER COUNTY SANITATION DISTRICT OF L.A. COUNTY, STANDARD DRAWING S-A-222 WHEN TRENCHING BELOW ANY SANITARY SEWER PIPE THAT IS BETWEEN 8" AND 72" IN DIAMETER. FOR ALL OTHER PIPE CROSSINGS, CONTRACTOR TO SUBMIT DRAWINGS SHOWING TEMPORARY PIPE SUPPORT.
7. NOT USED.
8. POTHOLE INVESTIGATION FINDINGS ARE PROVIDED IN THE POTHOLE REPORT.
9. RESTRAINED JOINTS SHALL INCLUDE FLANGES UNLESS OTHERWISE NOTED.
△10 CONTRACTOR TO PROVIDE PERMANENT PIPE SUPPORT PER COUNTY SANITATION DISTRICT OF L.A. COUNTY, STANDARD DRAWINGS S-A-217 FOR ALL SANITARY SEWER PIPE CROSSINGS. FOR ALL OTHER PIPE CROSSINGS, CONTRACTOR SHALL USE A 1.5 SACK SLURRY FOR THE PIPE BEDDING MATERIAL AS INDICATED IN DETAIL 2, SHEET C-15.

TWO DAYS BEFORE YOU DIG CALL USA AT 811

IMPORTANT NOTICE
Section 4216/4217 of the Government Code requires a DigAlert Identification Number be issued before a "Permit to Excavate" will be valid. For your DigAlert I.D. Number call Underground Service Alert TOLL FREE 1-800-227-2600. Two working days before you dig.

SCALE: 1" = 20'

STAMP
REGISTERED PROFESSIONAL ENGINEER — JASON L. [illegible] — No. [illegible] — CIVIL — STATE OF CALIFORNIA
DATE

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
3475 East Foothill Blvd
Pasadena, CA 91107
Phone: (626) 351-4664 FAX (626) 351-5291

BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM TY12236
LACO DPW TAG IN E CB OF ISLAND 6.1M (20FT) N/O BCR @ SEPULVEDA BL & FIGUERIOA ST
ELEV = 23.100 NAVD 88

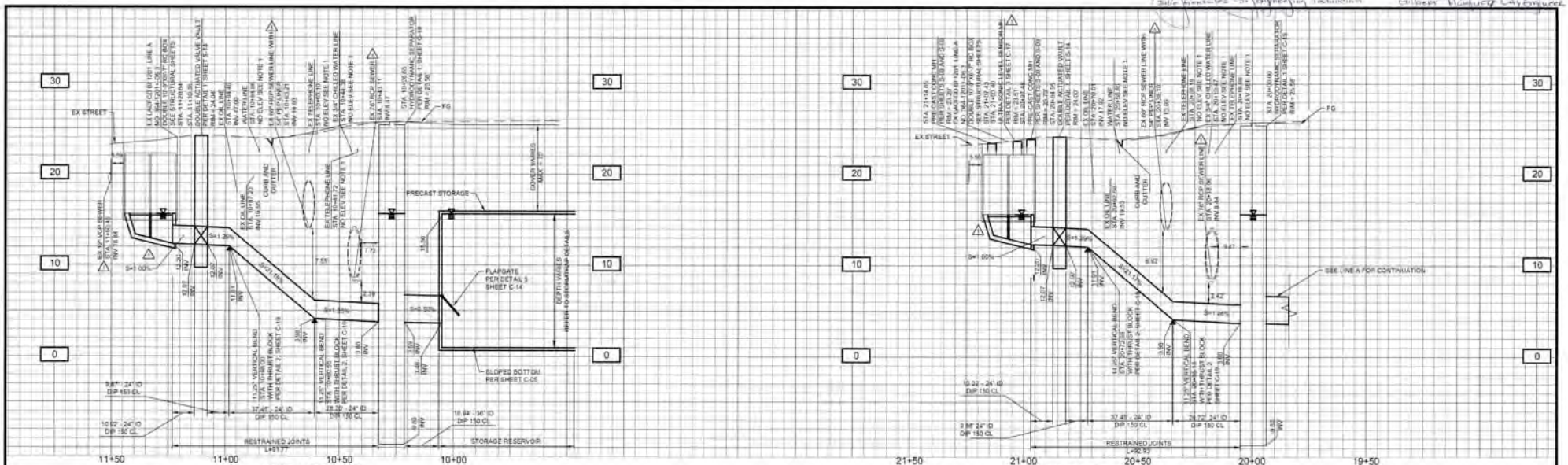
REVISIONS			
NO.	DESCRIPTION	APPROVE	DATE
△	ADDENDUM 1	JH	03/08/18
△	BUILDING/SAFETY COMPLIANCE	JH	06/07/18

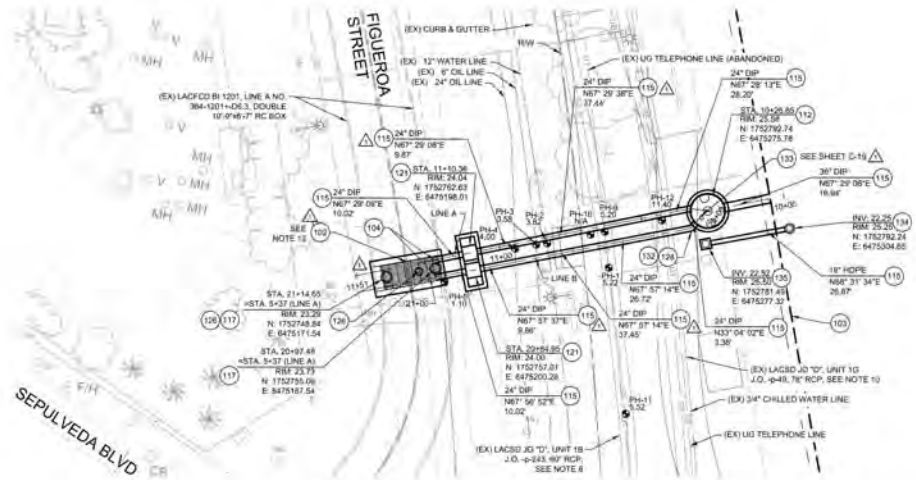
CITY OF CARSON

ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK-PROJECT NO. 1515
STORM DRAIN PLAN AND PROFILE IV
LINE E AND F

PROJECT NO.	SHEET	PLAN NO.
135-01297-18021	18 of 83	C-12





CONSTRUCTION NOTES:

○	CONSTRUCT
102	DROP INLET PER STRUCTURAL SHEETS
103	STORAGE RESERVOIR PER DETAIL 1 SHEET C-16
104	24" DIP STORM DRAIN DIVERSION PER DETAIL 3 ON SHEET S-12
112	HYDRODYNAMIC SEPARATOR UNIT PER DETAIL 1, SHEET C-19
115	PIPE TRENCHING PER DETAIL 2, SHEET C-15, SIZE PER PLAN
117	PRE-CAST CONCRETE MANHOLE PER SHEETS S-08 AND S-09
121	DOUBLE ACTUATED VALVE STRUCTURE PER DETAIL 1, SHEET S-14
△ 126	ULTRA SONIC LEVEL SENSOR PER DETAIL 3, SHEET C-17
128	45° DIP BEND
132	PUSH-ON RESTRAINED JOINT
133	LEL/HYDROCARBON SENSOR IN MANHOLE DETAIL 5, SHEET C-17
134	MAINTENANCE SHAFT WITH ULTRASONIC SENSOR PER DETAIL 1, SHEET C-17
135	GRATED CATCH BASIN PER DETAIL 5, SHEET C-15

LEGEND

- STORAGE RESERVOIR LIMITS
- RIGHT-OF-WAY (RW)/PROPERTY LINE
- PH-13 — POTHOLE NUMBER
- 11.68' — POTHOLE DEPTH (FEET) (REFER TO NOTE 8)

NOTES:

1. CONTRACTOR TO POTHOLE AND FIELD VERIFY DEPTH OF ALL UTILITY CROSSINGS AND CONNECTIONS. RELOCATION MAY BE REQUIRED.
2. NORTHING AND EASTING SHOWN IS LOCATED IN THE CENTER OF THE STRUCTURE.
3. ALL PROPOSED FACILITIES SHOWN TO BE MAINTAINED BY THE CITY OF CARSON.
4. NOT USED.
5. PROVIDE INTEGRATED FALL PROTECTION FOR LADDERS PER DETAIL 7 ON S-13
6. △ CONTRACTOR TO PROVIDE TEMPORARY PIPE SUPPORT PER COUNTY SANITATION DISTRICT OF L.A. COUNTY, STANDARD DRAWING S-a-222 WHEN TRENCHING BELOW ANY SANITARY SEWER PIPE THAT IS BETWEEN 8" AND 72" IN DIAMETER. FOR ALL OTHER PIPE CROSSINGS, CONTRACTOR TO SUBMIT DRAWINGS SHOWING TEMPORARY PIPE SUPPORT
7. NOT USED.
8. POTHOLE INVESTIGATION FINDINGS ARE PROVIDED IN THE POTHOLE REPORT.
9. △ LOCATION OF THE GRATED DROP INLET SHALL BE INSTALLED WITHIN THE STRAIGHT SECTION OF THE RCB UPSTREAM OF THE BEGINNING OF CURVE IN THE CHANNEL.
10. △ CONTRACTOR TO PROVIDE PERMANENT PIPE SUPPORT PER COUNTY SANITATION DISTRICT OF L.A. COUNTY, STANDARD DRAWINGS S-A-217 FOR ALL SANITARY SEWER PIPE CROSSINGS. FOR ALL OTHER PIPE CROSSINGS CONTRACTOR SHALL USE A 1.5 SACK SLURRY FOR THE PIPE BEDDING MATERIAL AS INDICATED IN DETAIL 2, SHEET C-15.
11. RESTRAINED JOINTS SHALL INCLUDE FLANGES UNLESS OTHERWISE NOTED.
12. △ CONTRACTOR SHALL PROTECT IN PLACE THE EXISTING WATER LINE AND CASING AND MODIFY THE LOCATION OF THE PROPOSED STRUCTURE AND PIPING AS NECESSARY TO AVOID CONFLICT WITH THE EXISTING UTILITIES. BASED ON THE CONTRACTORS MEANS AND METHODS. THE PROPOSED MODIFICATIONS SHALL BE SUBMITTED FOR OWNER APPROVAL AND SHALL BE PERFORMED AT NO ADDITIONAL COST TO THE OWNER.

TWO DAYS BEFORE YOU DIG CALL USA AT 811

IMPORTANT NOTICE: Section 4216(4)(f) of the Government Code requires a DigAlert Identification Number be issued before a "Permit to Excavate" will be valid. For your DigAlert I.D. Number, call Underground Service Alert TOLL FREE 1-800-227-2600 Two working days before you dig.

SCALE: 1" = 20'

STAMP

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
3475 East Foothill Blvd
Pasadena, CA 91107
Phone: (626) 351-4664 FAX (626) 351-5291

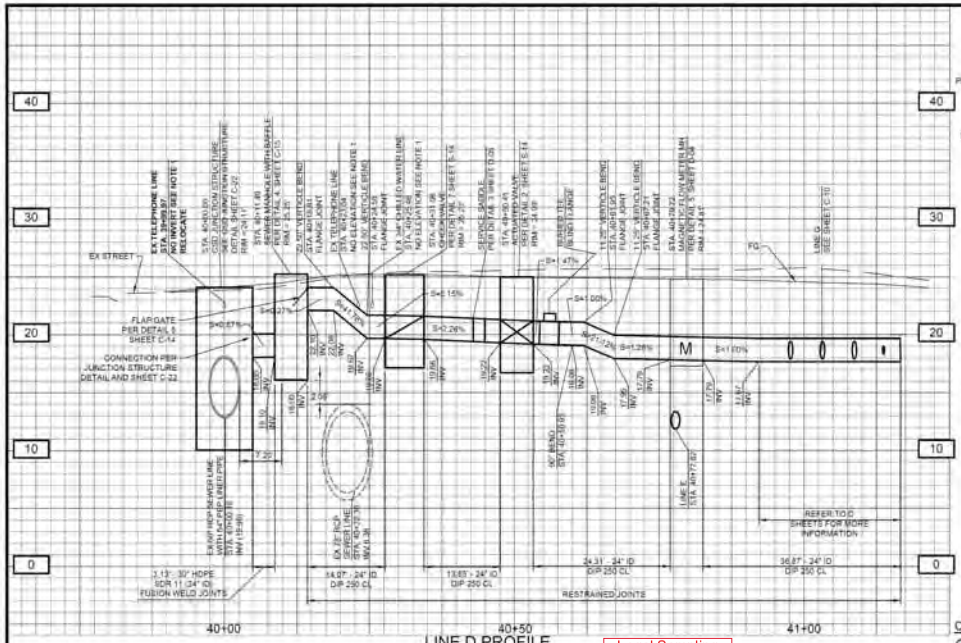
BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS BM JY12236
LACO DPW TAG IN E CB OF ISLAND 6.1M (20FT) NO BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.103 NAVD 88

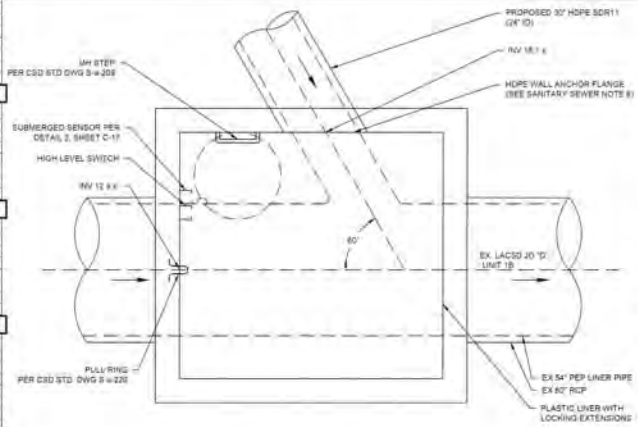
REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
△1	ADDENDUM 1	JW	03/09/16

CITY OF CARSON
ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK-PROJECT NO. 1515
STORM DRAIN PLAN AND PROFILE I
LINE A AND B

PROJECT NO.	SHEET	PLAN NO.
139-01297.16021	15 of 83	C-09





CSD JUNCTION STRUCTURE DETAIL

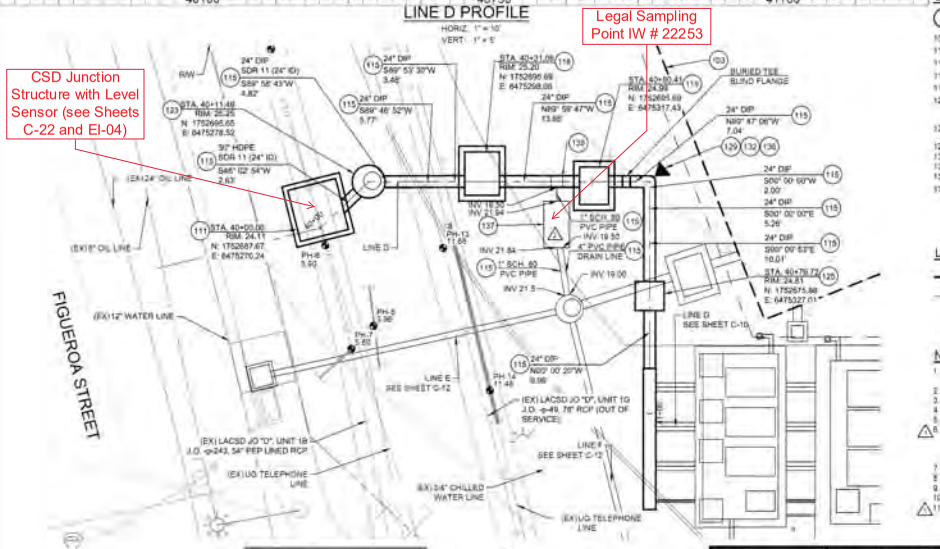
PROP. CSD JUNCTION STRUCTURE AT STA 103+44.85 ON EXISTING 60" SANITARY SEWER LINE* (SEE SHEET C-22 FOR ADDITIONAL DETAILS)

SCALE: 1" = 2'

* STATIONS BASED OFF OF AS-BUILT INFORMATION (DWG NO. JO-P-243) AND SURVEY

SANITARY SEWER NOTES:

1. THE CONTRACTOR SHALL MAINTAIN THE EXISTING SEWER IN SERVICE AND SHALL SUPPORT THE EXISTING 60 INCH RCP WITH 54-INCH PEP LINER PIPE IN PLACE DURING CONSTRUCTION OF THE JUNCTION STRUCTURE. THE CONTRACTOR SHALL NOT CUT OR REMOVE THE 60- INCH PIPE WITH 54-INCH PEP LINER PIPE AND INSTALL THE PRECAST CHANNEL UNTIL THE PROPOSED 30" HDPE SEWER IS READY TO BE PLACED IN SERVICE AND WHEN DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS WHEN SAWCUTTING AND REMOVING THE PIPE TO PREVENT DAMAGE TO THE PEP LINED PIPE NOT DESIGNATED FOR REMOVAL. (SEE SHEET C-22 FOR DETAILS OF THE PRECAST CHANNEL).
2. VERIFY EXISTING INVERTS PRIOR TO CONSTRUCTION
3. THE CONTRACTOR SHALL VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL CONNECTION POINTS AND ALL UTILITY CROSSINGS PRIOR TO ANY CONSTRUCTION ACTIVITIES.
4. CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT IN PLACE EXISTING UTILITIES UNLESS OTHERWISE NOTED.
5. CONSTRUCT JUNCTION STRUCTURE PER DETAIL ON SHEET C-22. BACKFILL AROUND STRUCTURE SHALL BE 1.5-SACK CEMENT SLURRY.
6. SUBMIT JUNCTION STRUCTURE SHOP DRAWING, CONCRETE MIX DESIGN, STACKING PLAN, JUNCTION STRUCTURE SHORING PLAN, 1.5 SACK CEMENT SLURRY, AND HDPE WALL ANCHOR FLANGE TO THE CSD SEWER DESIGN SECTION FOR APPROVAL PRIOR TO CONSTRUCTION. ALLOW AT LEAST THREE (3) WEEKS FOR REVIEW OF EACH SUBMITTAL.
7. NOTIFY THE CSD FIELD ENGINEERING MANAGER, MR. ANTHONY ULIZIO AT (310) 630-8050 AT LEAST FIVE (5) WORKING DAYS PRIOR TO THE START OF MANHOLE CONSTRUCTION TO ARRANGE FOR INSPECTION AFTER MANHOLE SUBMITTALS ARE APPROVED BY THE CSD SEWER DESIGN SECTION.
8. INSTALL FACTORY FABRICATED HDPE WALL ANCHOR FLANGE TO SECURE HDPE PIPE TO CONCRETE WALL.
9. LACSD WILL NOT ALLOW ANY JETTING, VIBRATION, OR MECHANICAL COMPACTION WITHIN 2 FEET ABOVE LACSD SEWER LINES AND ANY DISTANCE BELOW LACSD SEWER LINES. BACKFILL WITHIN THESE ZONES SHALL BE 1.5 SACK SLURRY, CLSM, CONCRETE ENCASEMENT, OR PERMANENT CONCRETE SUPPORT WHERE NOTED OR SPECIFIED.



CONSTRUCTION NOTES:

CONSTRUCT

103 STORAGE RESERVOIR PER DETAIL 1, SHEET C-18
111 JUNCTION STRUCTURE CONNECTION TO 60" SEWER, PER SHEET C-22
115 PIPE TRENCHING PER DETAIL 2, SHEET C-15, SIZE PER PLAN
118 CHECK VALVE AND VAULT PER DETAIL 7, SHEET S-14
119 ACTUATED VAULT VALVE STRUCTURE PER DETAIL 2, SHEET S-14
123 SEWER MANHOLE WITH BAFFLE PER DETAIL 4, SHEET C-15. EQUIPPED WITH LEL/HYDROCARBON/H2S SENSOR PER DETAIL 5, SHEET C-17.
125 MAINTENANCE HOLE WITH 24" MAGNETIC FLOW METER PER DETAIL 5, SHEET D-04
129 90° DIP BEND
132 PUSH-ON RESTRAINED JOINT
136 THRUST BLOCK PER SPPWC, 508-3, SEE DETAIL 2, SHEET C-18
137 SAMPLING VAULT PER DETAIL 5, SHEET D-05
138 SERVICE SADDLE PER DETAIL 3, SHEET D-05

LEGEND

STORAGE RESERVOIR LIMITS
RIGHT-OF-WAY (R/W)/PROPERTY LINE
PH-12 POTHOLE NUMBER
11.69 POTHOLE DEPTH (FEET) (REFER TO NOTE 8)

NOTES:

1. CONTRACTOR TO POTHOLE AND FIELD VERIFY DEPTH OF ALL UTILITY CROSSINGS AND CONNECTIONS. RELOCATION MAY BE REQUIRED.
2. NORTHING AND EASTING SHOWN IS LOCATED IN THE CENTER OF THE STRUCTURE.
3. ALL PROPOSED FACILITIES SHOWN TO BE MAINTAINED BY THE CITY OF CARSON.
4. NOT USED
5. PROVIDE INTEGRATED FALL PROTECTION FOR LADDERS PER DETAIL 7 ON S-13
6. CONTRACTOR TO PROVIDE TEMPORARY PIPE SUPPORT PER COUNTY SANITATION DISTRICT OF L.A. COUNTY, STANDARD DRAWING S-A-222 WHEN TRENCHING BELOW ANY SANITARY SEWER PIPE THAT IS BETWEEN 8" AND 72" IN DIAMETER. FOR ALL OTHER PIPE CROSSINGS, CONTRACTOR TO SUBMIT DRAWINGS SHOWING TEMPORARY PIPE SUPPORT
7. NOT USED
8. CONTRACTOR TO VERIFY EXISTING SEWER INVERT
9. POTHOLE INVESTIGATION FINDINGS ARE PROVIDED IN THE POTHOLE REPORT
10. RESTRAINED JOINTS SHALL INCLUDE FLANGES UNLESS OTHERWISE NOTED.
11. CONTRACTOR TO PROVIDE PERMANENT PIPE SUPPORT PER COUNTY SANITATION DISTRICT OF L.A. COUNTY, STANDARD DRAWINGS S-A-217 FOR ALL SANITARY SEWER PIPE CROSSINGS. FOR ALL OTHER PIPE CROSSINGS, CONTRACTOR SHALL USE A 1.5 SACK SLURRY FOR THE PIPE BEDDING MATERIAL AS INDICATED IN DETAIL 2, SHEET C-15.

COUNTY SANITATION DISTRICTS (CSD) NOTES

1. NO CONNECTION FOR THE DISPOSAL OF INDUSTRIAL WASTES SHALL BE MADE TO SEWERS SHOWN ON THESE PLANS UNTIL A PERMIT FOR INDUSTRIAL WASTEWATER DISCHARGE HAS BEEN ISSUED BY CSD FOR SAID CONNECTION
2. SEE CSD JUNCTION STRUCTURE DETAIL ON THESE SEWER PLANS AND SHEET C-22.
3. ALL WORK INVOLVING CSD SEWERS OR MANHOLES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (GREENBOOK) AND CSD "AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND STANDARD DRAWINGS FOR CONSTRUCTION". A COPY OF THE AMENDMENTS AND STANDARD DRAWINGS CAN BE OBTAINED FROM THE CSD ENGINEERING COUNTER (ROOM 110) AT 1955 WORKMAN MILL ROAD, WHITTIER, CA 90601 OR FROM THE CSD WEBSITE AT WWW.LACSD.ORG.
4. CSD IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE RELATING TO THE WORK ON THESE SEWER PLANS. THE PROJECT OWNER SHALL INDEMNIFY AND HOLD HARMLESS CSD FROM ANY CLAIMS, DAMAGE OR LOSSES RELATING TO THE WORK ON THESE SEWER PLANS. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO CSD FACILITIES AT ITS EXPENSE.

CITY OF CARSON APPROVAL
APPROVED BY: Gilbert M. Marquez — PUBLIC WORKS — 11/8/18
PRINT NAME / RCE / DATE

COUNTY SANITATION DISTRICT NO. 8
OF LOS ANGELES COUNTY, CALIFORNIA
GRACE ROBINSON HYDE - CHIEF ENGINEER AND GENERAL MANAGER
APPROVED BY: _____ DATE: _____
OFFICE ENGINEER

TWO DAYS BEFORE YOU DIG, CALL USA AT 811

IMPORTANT NOTICE
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STAMP

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
3475 East Foothill Blvd
Pasadena, CA 91107
Phone: (626) 351-4664 FAX: (626) 351-5291

BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM 7Y12230
LACO DPW TAG IN S CB OF ISLAND 6.1M (20FT) N/O BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.120 NAVD 88

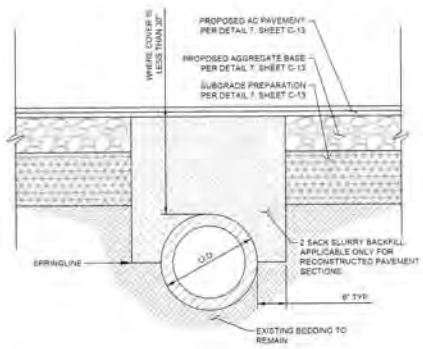
REVISIONS			
NO.	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1	JH	03/08/18
2	LACSD COMPLIANCE	JH	07/12/18

CITY OF CARSON

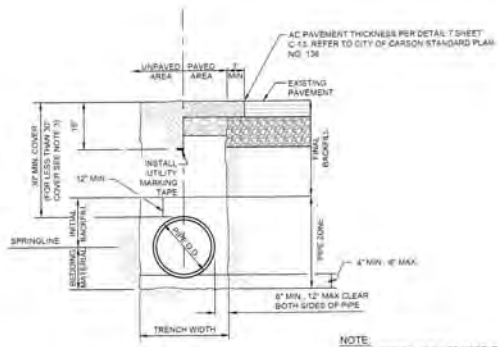
ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK-PROJECT NO. 1515
STORM DRAIN PLAN AND PROFILE III
LINE D

PROJECT NO. 133-01297-10003 | SHEET 17 of 83 | PLAN NO. C-11

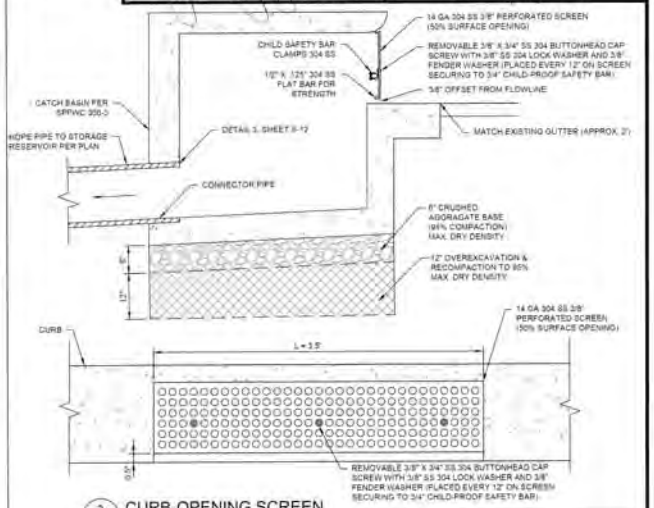


1 SHALLOW UTLITY TRENCH
SCALE: NTS

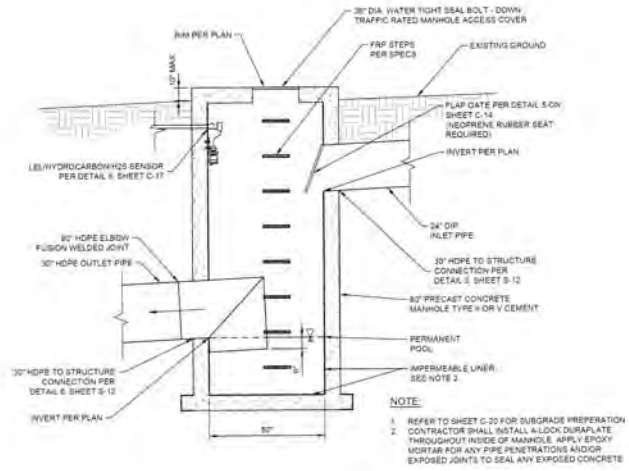


NOTE:
1. ALL BACKFILL SHALL BE MOISTURE CONDITIONED TO AT LEAST 110% OF THE OPTIMUM MOISTURE CONTENT & COMPACTED TO AT LEAST 90% MAX. DRY DENSITY. THE UPPER 12" SHALL BE COMPACTED TO AT LEAST 95% MAX. DRY DENSITY.
2. FOR TRENCHING WITHIN PAVED AREAS, REFER TO CITY OF CARSON STANDARD PLANS NO. 136
3. SLURRY BACKFILL PER DETAIL 1 THIS SHEET

2 TRENCH DETAIL
NTS REFERENCE SHEET C-09 , C-10, C-11 & C-12

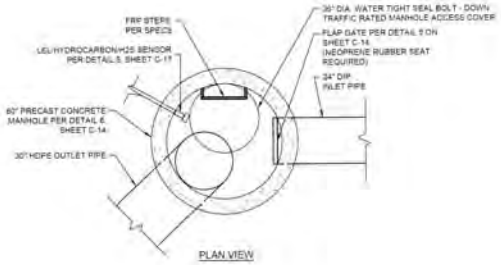


3 CURB-OPENING SCREEN
NTS REFERENCE SHEET C-12

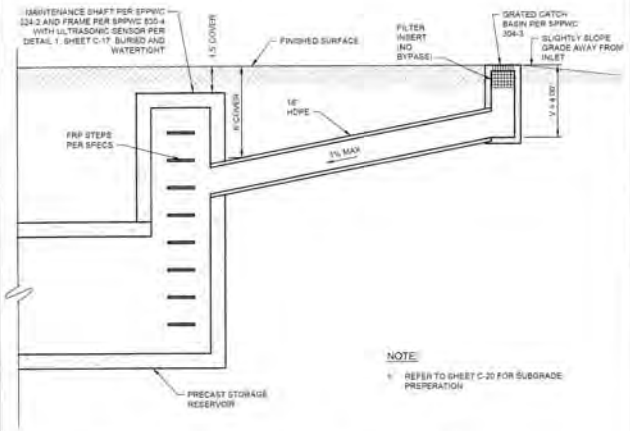


NOTE:
1. REFER TO SHEET C-20 FOR SUBGRADE PREPERATION
2. CONTRACTOR SHALL INSTALL A-LOCK DURAPLATE THROUGHOUT INSIDE OF MANHOLE. APPLY EPOXY MORTAR FOR ANY PIPE PENETRATIONS AND/OR EXPOSED JOINTS TO SEAL ANY EXPOSED CONCRETE

4 STORM SEWER MANHOLE WITH BAFFLE
NTS REFERENCE SHEET C-11



PLAN VIEW



NOTE:
1. REFER TO SHEET C-20 FOR SUBGRADE PREPERATION

5 GRATED CATCH BASIN WITH MAINTENANCE SHAFT
NTS REFERENCE SHEET C-09

REVISIONS			
NO.	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK - PROJECT NO. 1515

DETAILS III

PROJECT NO: 135-01297-18021 | SHEET: 21 of 83 | PLAN NO: C-15

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
3475 East Foothill Blvd
Pasadena, CA 91107
Phone: (626) 351-4664 FAX (626) 351-5291

REGISTERED PROFESSIONAL ENGINEER No. 18679 CIVIL STATE OF CALIFORNIA
DATE:

BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM 7Y12236
LACO DPW TAG IN E CB OF ISLAND E 1M (20FT) N/O BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.100 NAVD 88

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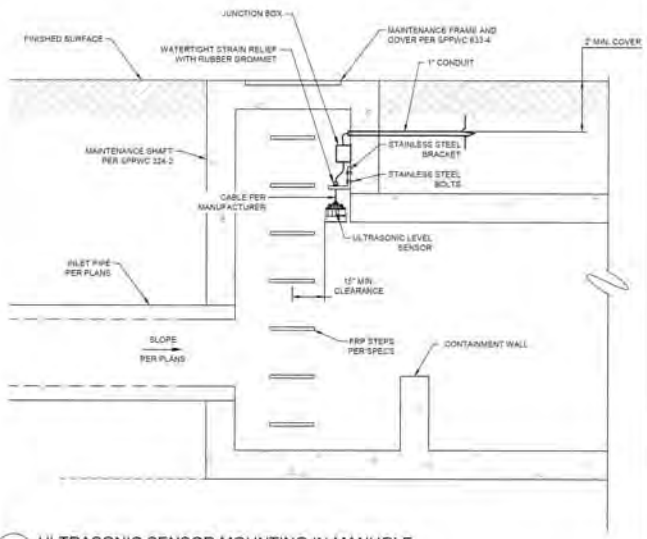
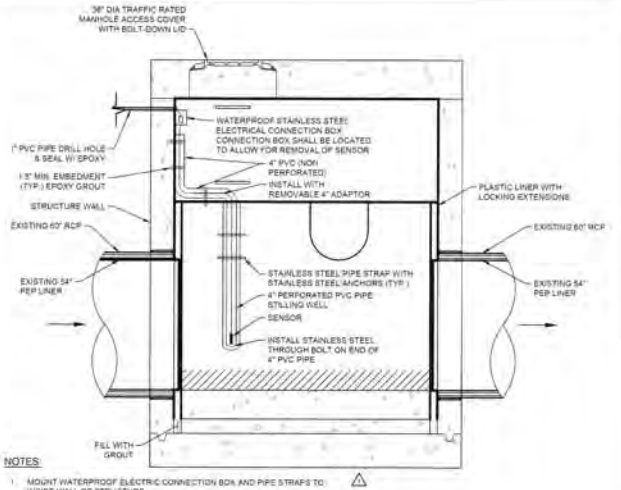


1 ULTRASONIC SENSOR MOUNTING IN MANHOLE

NTS REFERENCE SHEET C-09

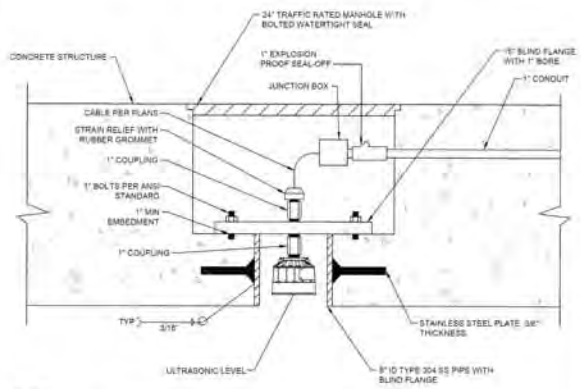


NOTES:

1. MOUNT WATERPROOF ELECTRIC CONNECTION BOX AND PIPE STRAPS TO INSIDE WALL OF STRUCTURE
2. ALL HARDWARE SHALL BE STAINLESS STEEL
3. PENETRATIONS INTO ALL EQUIPMENT AND CONNECTIONS WITHIN JUNCTION BOXES MUST BE LIQUID TIGHT. INSTALLATION OF ELECTRICAL COMPONENTS MUST BE IN ACCORDANCE WITH SPECIFICATIONS.
4. REPAIRS TO LINER PENETRATIONS SHALL BE PER SECTION 02531 OF THE SPECIFICATIONS.

2 SUBMERGED SENSOR MOUNTING DETAIL

NTS REFERENCE SHEET C-11

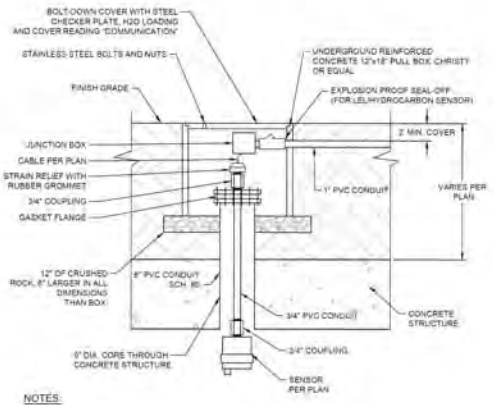


NOTES:

1. ALL HARDWARE SHALL BE STAINLESS STEEL

3 ULTRASONIC LEVEL SENSOR DETAIL

NTS REFERENCE SHEETS C-08 & C-09



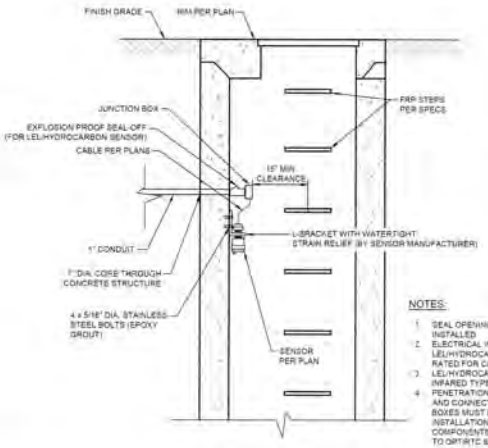
NOTES:

1. SEAL OPENING AFTER SENSOR IS INSTALLED
2. ELECTRICAL INSTALLATION FOR LEL/HYDROCARBON SENSOR SHALL BE RATED FOR CLASS 1 DIV 1.
3. LEL/HYDROCARBON SENSORS SHALL BE INFARED TYPE PER SPECIFICATION

Currently Not Used

4 LEL/HYDROCARBON/H2S SENSOR IN HANDHOLE

NTS REFERENCE SHEET C-13 (HYDRODYNAMIC SEPARATOR)

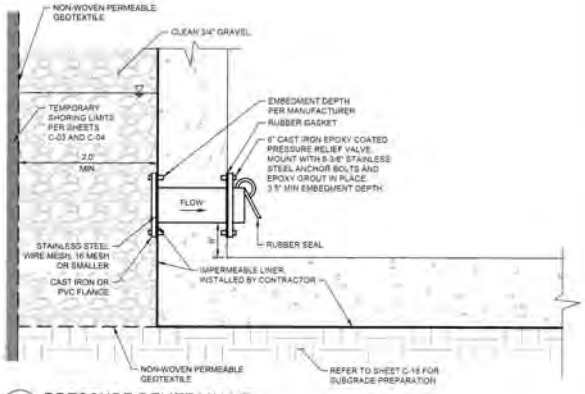


NOTES:

1. SEAL OPENING AFTER SENSOR IS INSTALLED
2. ELECTRICAL INSTALLATION FOR LEL/HYDROCARBON SENSOR SHALL BE RATED FOR CLASS 1 DIV 1
3. LEL/HYDROCARBON SENSORS SHALL BE INFARED TYPE PER SPECIFICATION
4. PENETRATIONS INTO ALL EQUIPMENT AND CONNECTIONS WITHIN JUNCTION BOXES MUST BE LIQUID TIGHT. INSTALLATION OF ELECTRICAL COMPONENTS MUST BE IN ACCORDANCE TO OPTATIC SPECIFICATIONS

5 LEL/HYDROCARBON/H2S SENSOR MOUNTING IN MANHOLE

NTS REFERENCE SHEET C-22



6 PRESSURE RELIEF VALVE

NTS REFERENCE SHEET C-16

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1	JH	03/09/18

PLANS PREPARED BY:

TETRA TECH

www.tetratech.com

3475 East Foothill Blvd.
Pasadena, CA 91107
Phone (626) 351-4664 FAX (626) 351-5291

BENCHMARK:

LOS ANGELES DEPARTMENT OF PUBLIC WORKS BM FY12236
LACO DPW TAG IN E CB OF (S)LAND 6 1M (20FT) N/O BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.100 NAVD 88

DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

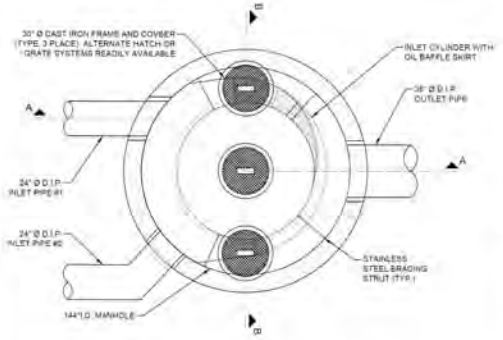
CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK – PROJECT NO. 1515

DETAILS V

PROJECT NO.	SHEET	PLAN NO.
135-21297-19021	23 of 83	C-17

RECOMMENDED BY: _____ DATE _____
JULIO GONZALEZ - SENIOR ENGINEERING TECHNICIAN

APPROVED BY: _____ 11/8/18
GILBERT RAMIREZ, PE - CITY ENGINEER DATE



JENSEN DEFLECTIVE SEPARATOR, MODEL JDS144-1056U&96L
CUSTOM DUAL INLETS AND UPPER HALF AND LOWER STAINLESS STEEL SCREEN CYLINDERS

HYDRAULICS AND TREATMENT

STORMWATER QUALITY DESIGN FLOW (SQDF)	≤45.0 - CFS
STORM DRAIN DESIGN CONVEYANCE FLOW	XX.XX - CFS
RETURN FREQUENCY/PERIOD OF PEAK DESIGN CONVEYANCE FLOW	XX - YRS
SUGGEST MAXIMUM INTERNAL BYPASS FLOW	0 - CFS

THIS CUSTOM JDS UNIT FUNCTIONS AS A NON BLOCKING SCREENING UNIT AGAINST AN EXTREME RANGE OF TAIL WATER CONDITIONS THAT FLUCTUATES FROM 0 TO 12.4-FT ABOVE DISCHARGE INVERT.

STORMWATER TREATMENT UNIT EMPLOYING THE JENSEN DEFLECTIVE SEPARATION (JDS) TREATMENT PROCESS TO PRODUCE A NON-BLOCKING SCREENING SYSTEM WITH SWIRL CONCENTRATION. THIS HYDRODYNAMIC SEPARATION TREATMENT IS EQUIPPED WITH AN INTERNAL BYPASS THAT PROVIDES COMPLETE BYPASS OF STORM DRAIN PIPELINE CONVEYANCE FLOW WITHOUT SCOUR OF CAPTURED GROSS SOLIDS.

TREATMENT

1. 100% CAPTURE FOR FULL CAPTURE OF TRASH & DEBRIS.
2. JENSEN DEFLECTIVE SEPARATOR IS A NON-BLOCKING SCREENING UNIT.
3. JENSEN DEFLECTIVE SEPARATOR DESIGNED TO PROCESS ENTIRE SQDF.
4. CAPTURE OF OTHER WATER QUALITY CONSTITUENTS INCLUDE:
   - TOTAL SUSPENDED SOLIDS (TSS)
   - HEAVY METALS
   - OIL & GREASE
   - NUTRIENTS
   - FECAL COLIFORM

GENERAL NOTES

1. STANDARD CONFIGURATION IS SHOWN. ALTERNATE CONFIGURATIONS ARE READILY AVAILABLE. CONTACT JENSEN STORMWATER SYSTEMS FOR CUSTOM DESIGNS. www.jensenengineeredsystems.com
2. FOUNDATION, SUBGRADE, AND BACKFILL TO BE DESIGNED BY OTHERS.
3. MANHOLE COMPONENTS CONFORM TO CURRENT SPECIFICATIONS, ASTM C-478 AND AASHTO M199.
4. FLAT TOPS AND BASE SLABS ARE DESIGNED FOR AASHTO HS-20 WHEEL LOADING.
5. GROUNDWATER ELEVATION IS ASSUMED TO BE BELOW THE BOTTOM OF PRECAST STRUCTURE. CONTACT JENSEN STORMWATER SYSTEMS FOR HIGH GROUNDWATER CONDITIONS.
6. ALL PRECAST CONCRETE COMPONENTS TO BE MANUFACTURED IN AN NPCA CERTIFIED PLANT.
7. FOR COMPLETE DESIGN AND PRODUCT INFORMATION, CONTACT JENSEN STORMWATER SYSTEMS.
8. JENSEN STORMWATER SYSTEMS TO PROVIDE ALL MATERIALS AS SHOWN, UNLESS OTHERWISE NOTED.

INSTALLATION NOTES

1. VERTICAL HALF OF THE TOP SCREEN CYLINDER IS MADE OF 4700 MICRON STAINLESS STEEL AND THE OTHER VERTICAL HALF IS SOLID STAINLESS STEEL. THIS IS TO MAKE SURE THE TREATED FLOW DOES NOT MIX WITH UNTREATED FLOW.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS AND ELEVATIONS IN FIELD PRIOR TO INSTALLATION.
3. PRECAST CONCRETE JOINTS TO BE SEALED USING BUTYL RUBBER COMPOUND SUPPLIED BY JENSEN PRECAST.
4. CONTRACTOR TO GROUT ALL PIPE PENETRATIONS IN PRECAST CONCRETE OPENINGS IN FIELD AS NECESSARY.
5. CONTRACTOR TO ADJUST ELEVATION OF FRAME AND COVER IN FIELD AS NECESSARY.

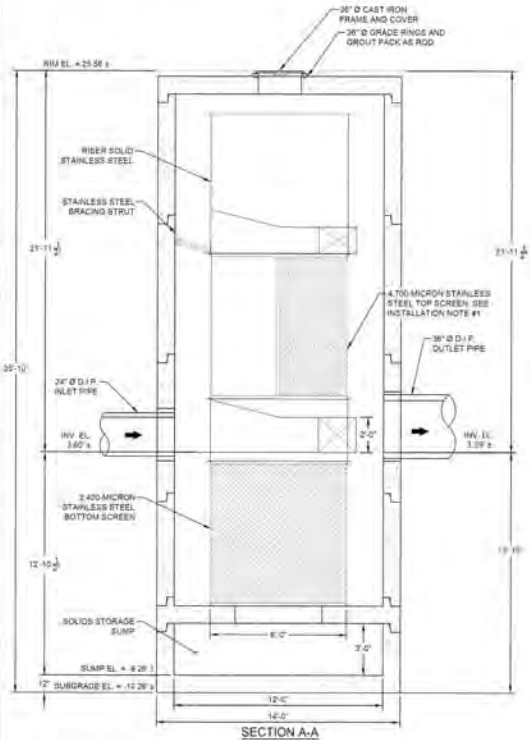
MATERIALS

1. ALL DIMENSIONS ARE IN FRACTIONAL INCHES.
2. MANHOLE COMPONENTS CONFORM TO CURRENT SPECIFICATIONS, ASTM. C-478 AND AASHTO M199.
3. FLAT TOPS AND BASE SLABS ARE DESIGNED FOR AASHTO HS-20 WHEEL LOADING.
4. ALL PRECAST CONCRETE COMPONENTS TO BE MANUFACTURED IN AN NPCA CERTIFIED PLANT.

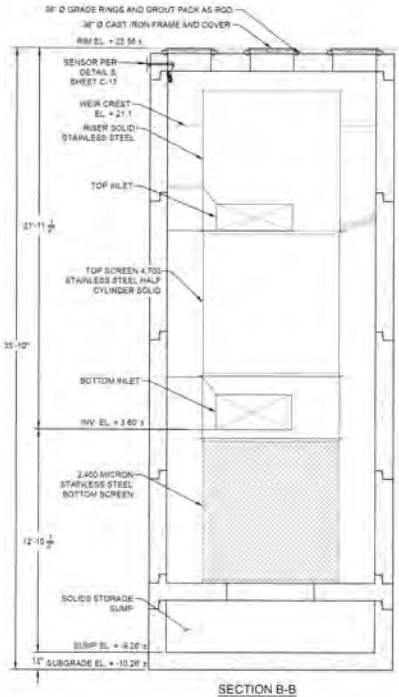
MATERIAL LIST - PROVIDER WITH UNIT

QTY	COMPONENT DESCRIPTION	RESPONSIBLE PROVIDER	RESPONSIBLE INSTALLER
2	HDPE/ALUMINUM INLET	JENSEN	CONTRACTOR
1	2,400 MICRON STAINLESS STEEL SEPARATION SCREEN	JENSEN	CONTRACTOR
1	4,700 MICRON STAINLESS STEEL SEPARATION SCREEN	JENSEN	CONTRACTOR
3	30" Ø CAST IRON FRAME AND COVER. H20 RATED	JENSEN	CONTRACTOR
AS REQD.	36" Ø GRADE RINGS.	JENSEN	CONTRACTOR
2	24" Ø DIP INLET PIPE STUBS	JENSEN	CONTRACTOR
1	36" Ø DIP OUTLET PIPE STUBS	JENSEN	CONTRACTOR

△



SECTION A-A
SCALE=N.T.S.



SECTION B-B
SCALE=N.T.S.

1 HYDRODYNAMIC SEPARATOR
NTS REFERENCE SHEET C-09

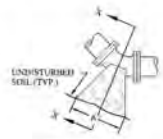
THRUST BLOCK SPECIFICATIONS AND DIMENSIONS

FITTING	AREA (IN^2)	TEES		AREA OF THRUST BLOCK (FT^2)	90° BENDS AND DEAD MAN (FT)		AREA OF THRUST BLOCK (FT^2)	45° BENDS AND "V"'S (FT)		AREA OF THRUST BLOCK (FT^2)	22.5° BENDS (FT)		AREA OF THRUST BLOCK (FT^2)	11.25° BENDS (FT)		AREA OF THRUST BLOCK (FT^2)
SIZES (IN)		A (FT)	B (FT)		A (FT)	B (FT)		A (FT)	B (FT)		A (FT)	B (FT)		A (FT)	B (FT)	
6	28.3	2.1	1.0	2.1	2.4	1.2	3.0	1.8	0.9	1.6	1.3	0.6	0.8	1.3	0.6	0.8
8	50.2	2.7	1.4	3.8	3.3	1.6	5.5	2.4	1.2	2.9	1.7	0.9	1.5	1.7	0.9	1.5
10	78.5	3.4	1.7	5.9	4.1	2.0	8.3	3.0	1.5	4.5	2.1	1.1	2.3	2.1	1.1	2.3
12	113.1	4.1	2.1	8.5	4.9	2.4	12.0	3.6	1.8	6.5	2.6	1.3	3.3	2.6	1.3	3.3
14	153.9	4.8	2.4	11.5	5.7	2.9	16.3	4.2	2.1	8.8	3.0	1.5	4.5	3.0	1.5	4.5
16	201.1	5.5	2.7	15.1	7.1	3.6	21.3	4.8	2.4	11.5	4.4	1.7	5.9	3.4	1.7	5.9
18	254.5	6.4	3.0	19.1	18.0	CY	27.0	5.4	2.7	14.6	3.9	1.9	7.4	3.9	1.9	7.4
20	314.2	7.9	3.0	23.6	22.2	CY	33.3	6.0	3.0	18.0	4.3	2.1	9.2	4.3	2.1	9.2
24	452.4	22	CY	33.9	32.0	CY	48.0	17.3	CY	26.0	5.1	2.6	13.2	5.1	2.6	13.2

NOTES:

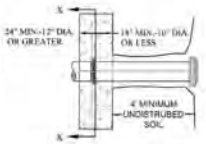
1. BASED ON 200 PSI STATIC PRESSURE PLUS AWWA WATER HAMMER ALLOWANCE ASSUMING 4000 PSF BEARING CAPACITY OF SOIL.
2. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED GROUND.
3. THRUST BLOCKS TO BE USED AT ALL LINES OPERATING UNDER PRESSURE.
4. THESE DETAILS IN NO WAY LIMIT THE SIZE OR LOCATION OF ADDITIONAL BLOCKING (WHEN REQUESTED BY THE COUNTY ENGINEER.
5. DEPTH FROM GROUND SURFACE TO TOP OF BLOCKING SHALL BE GREATER THAN HEIGHT OF BLOCKING.
6. ALL FITTINGS, VALVES, ETC. SHALL BE WRAPPED WITH VISQUEEN OR POLYWRAP BEFORE CONCRETE IS PLACED, TO PREVENT CORROSION OR BONDING OF THE CONCRETE TO THE BOLTS, FITTINGS, OR PIPE.
7. WIDTH OF THE THRUST BLOCK SHOULD BE AT LEAST TWO TIMES THE HEIGHT OF THE THRUST BLOCK.
8. CUBIC YARDS OF CONCRETE IS SPECIFIED TO OPPOSE THE THRUST FORCE WHEN DIMENSION "A" EXCEEDS 8 FEET.

△

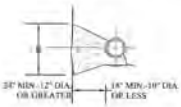


PLAN VIEW

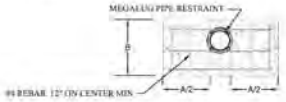
PLAN TEES



PLAN DEADMAN



SECTION X - X
BENDS & TEES



SECTION X - X
DEADMAN BLOCKING

2 THRUST BLOCK DETAIL
NTS REFERENCE SHEET C-10

REVISIONS

NO.	DESCRIPTION	APPROVE	DATE
△	ADDENDUM 1	JH	03/09/18

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
3475 East Foothill Blvd.
Pasadena, CA 91107
Phone: (626) 351-4664 FAX (626) 351-5291

REGISTERED PROFESSIONAL ENGINEER No. C067... CIVIL STATE OF CALIFORNIA
DATE

BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM TV 12256
LACO DPW TAG IN E CB OF ISLAND 5.1M (20FT) N/O BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.100 NAVD 88

CITY OF CARSON
ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK - PROJECT NO. 1515
DETAILS VII

PROJECT NO: 135-01207-18021 | SHEET: 25 of 83 | PLAN NO: C-19

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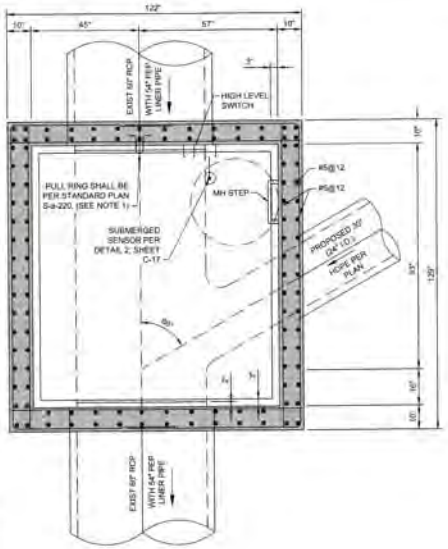
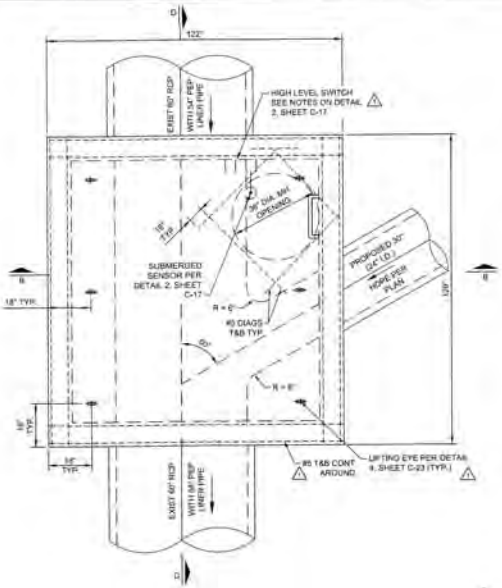
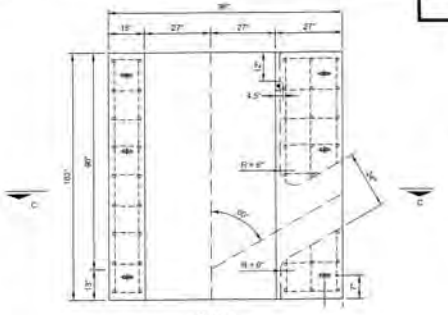


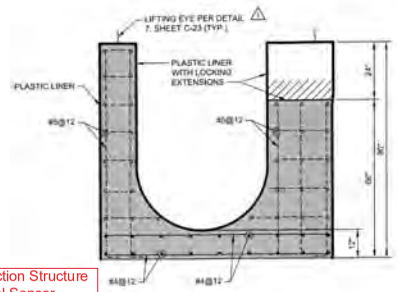
PLAN SECTION A - A



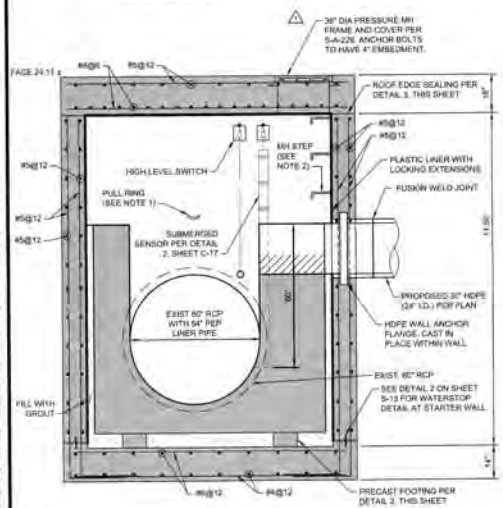
ROOF PLAN



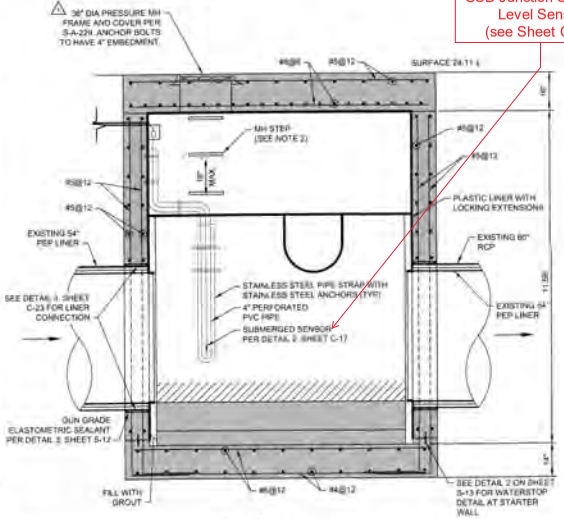
PLAN



SECTION C - C

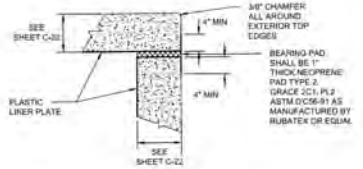


SECTION B - B

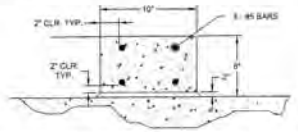


SECTION D-D

CSD Junction Structure Level Sensor (see Sheet C-11)



3 ROOF EDGE SEALING DETAIL
NTS REFERENCE THIS SHEET



2 PRECAST CHANNEL FOOTING DETAIL
NTS REFERENCE THIS SHEET

1 96" CSD JUNCTION STRUCTURE
NTS REFERENCE SHEETS C-11

GENERAL NOTES:
1. SEE SPECIFICATION SECTION 02531 FOR EXISTING PIPE REMOVAL REQUIREMENTS.
2. GROUTING OF THE PRECAST CHANNEL SHALL BE COMPLETED WITHIN 48 HRS AFTER THE PIPE IS CUT.

NOTES:
1. ALL JUNCTION STRUCTURES SHALL BE PROVIDED WITH A STANDARD PULL RING IN ACCORDANCE WITH S-a-220. THE PULL RING SHALL BE LOCATED 5" ABOVE THE TOP OF PIPE ON THE UPSTREAM SIDE OF THE JUNCTION STRUCTURE AND ALONG THE AXIS OF THE DOWNSTREAM OUTLET. WHERE THE JUNCTION STRUCTURE IS TO BE USED AS A DOWNSTREAM SIPHON JUNCTION STRUCTURE, IT SHALL BE PROVIDED WITH AN ADDITIONAL STANDARD PULL RING, BUT LOCATED 5" ABOVE THE TOP OF PIPE ON THE DOWNSTREAM SIDE OF THE JUNCTION STRUCTURE AND ON THE CENTERLINE OF THE UPSTREAM SIPHON PIPE.
2. JUNCTION STRUCTURE STEPS SHALL BE IN ACCORDANCE WITH S-a-209 AND SHALL BE UNIFORMLY SPACED NOT MORE THAN 16" APART. THE TOP STEP SHALL BE PLACED WITHIN 16" BELOW THE JUNCTION STRUCTURE FRAME. THE BOTTOM JUNCTION STRUCTURE STEP SHALL BE PLACED WITHIN 18" ABOVE THE SHELF. IN JUNCTION STRUCTURE SHAFTS 36" IN DIAMETER AND LARGER, THE JUNCTION STRUCTURE STEPS SHALL PROJECT 5". IN JUNCTION STRUCTURE SHAFTS SMALLER THAN 36" IN DIAMETER, THE JUNCTION STRUCTURE STEPS SHALL PROJECT 4". THE JUNCTION STRUCTURE STEPS SHALL BE PLACED SUCH THAT THEY ARE ADJACENT TO BUT NOT INTERFERING WITH ACCESS TO THE PULL RING.
3. THE JUNCTION STRUCTURE SHALL BE PROVIDED WITH PLASTIC LINER WITH LOCKING EXTENSIONS. THE PLASTIC LINER AND ITS INSTALLATION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. THE LINER SHALL EXTEND FROM THE BOTTOM OF THE ADJUSTING RINGS TO THE TOP OF THE SHELF UNLESS THE ADJACENT PIPE IS LINED. IF THE ADJACENT PIPE IS LINED, THE LINER SHALL EXTEND TO A POINT IN THE CHANNEL MATCHING THE BOTTOM OF THE LINER IN THE LINED PIPE. LINER RETURNS SHALL BE PROVIDED WHERE THE LINER TERMINATES AT THE ADJUSTING RING AND THE SHELF. THE JOINT BETWEEN THE LINER AND THE STAINLESS STEEL STEPS AND PULL RINGS SHALL BE THOROUGHLY SEALED WITH MASTIC SEAM MATERIAL AS MANUFACTURED BY LINABOND INC., CAMARILLO, CALIFORNIA (805) 484-7373, OR EQUAL. AFTER APPLICATION OF CLA-2 ACTIVATOR ON PLASTIC LINER AND EPIKHS PRIMER ON STEEL SURFACES. APPLICATION OF SEALANT AND PREPARATION OF SURFACES SHALL BE IN STRICT CONFORMANCE WITH THE MANUFACTURER'S DIRECTION.
4. UNLESS OTHERWISE SPECIFIED, ALL CONCRETE SHALL BE 560-B-4000. ALL REINFORCING BARS SHALL BE DEFORMED BARS CONFORMING TO ASTM-A706 GRADE 60.
5. NOT USED.
6. A 12" WIDE BY 12" HIGH CONCRETE RING SHALL BE PROVIDED AROUND THE JUNCTION STRUCTURE FRAME, IN UNPAVED AREAS. THE CONCRETE RING SHALL BE PROVIDED WITH #3 REBAR, 20" DIAMETER LAP. WIDTH OF RING SHALL BE 12" AS MEASURED FROM CENTER OF LIFTING EYE. HEIGHT SHALL BE MEASURED FROM 1.5" BELOW FINAL GRADE IN PAVED AREAS AND AT GRADE IN UNPAVED AREAS.
7. EXCEPT AS NOTE HEREON, THE PRECAST UNITS SHALL BE MANUFACTURED AND TESTED IN ACCORDANCE WITH ASTM C478. THE CURING OF THE PRECAST UNITS SHALL CONFORM TO SECTION 207-2.7 OF THE STANDARD SPECIFICATIONS, AS AN ALTERNATE, THE UNITS MAY BE CURED USING SATURATED STEAM FOR A MINIMUM OF 12 HOURS FOLLOWED BY 6 DAYS OF WATER CURING OR MEMBRANE CURING. IF THE UNITS ARE CURED BY THE ALTERNATE METHOD, THEY SHALL NOT BE SHIPPED PRIOR TO 8 DAYS AFTER CASTING NOR UNTIL THE CONCRETE HAS ATTAINED A MINIMUM STRENGTH OF 4,000 PSI. JOINTS SHALL BE TONGUE AND GROOVE AND SHALL BE ASSEMBLED USING CLASS "B" MORTAR. THE MORTARED JOINTS SHALL BE FLUSH AND TROWELED SMOOTH.
8. THE CONTRACTOR SHALL BE AWARE THAT THIS WORK MAY HAVE TO BE PERFORMED DURING OVERNIGHT HOURS WHEN FLOWS ARE LOWER, THE FLOW DEPTH AT THE LOCATION OF THE JUNCTION STRUCTURE SHALL BE ASSUMED TO BE APPROXIMATELY 3.75' DEEP AND NOT VARY SIGNIFICANTLY WITH FLOWRATE, AS OF JUNE 2012, THE PEAK FLOW IS ESTIMATED TO BE 30 CFS.
9. ALL CONCRETE AND REINFORCEMENT, INCLUDING PRECAST UNITS, SHALL COMPLY WITH NOTE 4.

COUNTY SANITATION DISTRICTS (CSD) NOTES
1. NO CONNECTION FOR THE DISPOSAL OF INDUSTRIAL WASTES SHALL BE MADE TO SEWERS SHOWN ON THESE PLANS UNTIL A PERMIT FOR INDUSTRIAL WASTEWATER DISCHARGE HAS BEEN ISSUED BY CSD FOR SAID CONNECTION.
2. SEE CSD JUNCTION STRUCTURE DETAIL ON THESE SEWER PLANS AND SHEET C-22
3. ALL WORK INVOLVING CSD SEWERS OR MANHOLES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (GREENBOOK), AND CSD "AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND STANDARD DRAWINGS FOR CONSTRUCTION". A COPY OF THE AMENDMENTS AND STANDARD DRAWINGS CAN BE OBTAINED FROM THE CSD ENGINEERING COUNTER (ROOM 110) AT 1955 WORKMAN MILL ROAD, WHITTIER, CA 90601 OR FROM THE CSD WEBSITE AT WWW.LACSD.ORG.
4. CSD IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE RELATING TO THE WORK ON THESE SEWER PLANS. THE PROJECT OWNER SHALL INDEMNIFY AND HOLD HARMLESS CSD FROM ANY CLAIMS, DAMAGE OR LOSSES RELATING TO THE WORK ON THESE SEWER PLANS. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO CSD FACILITIES AT ITS EXPENSE.

CITY OF CARSON APPROVAL
APPROVED BY: _____ CITY ENGINEER _____ DATE _____
PRINT NAME / RCE

COUNTY SANITATION DISTRICT NO. 8
OF LOS ANGELES COUNTY, CALIFORNIA
GRACE ROBINSON HYDE, CHIEF ENGINEER and GENERAL MANAGER
APPROVED BY _____ DATE _____
OFFICE ENGINEER

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
3475 East Foothill Blvd.
Pasadena, CA 91107
Phone: (626) 351-4664 FAX (626) 351-5291

BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM 7Y1223
LACO DPW TAG IN E CB OF ISLAND 0.1'M (20FT) N/O BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.106 NAVD 88

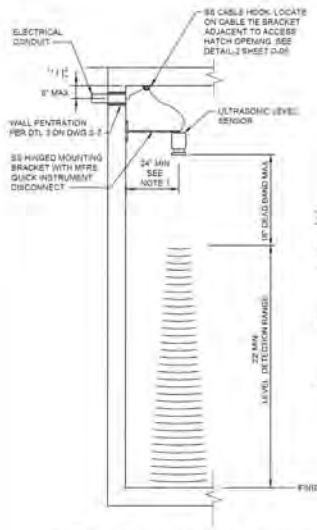
DATE: _____

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1	JH	03/08/18
2	LACSD COMPLICANCE	JH	07/11/18

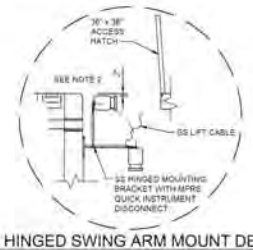
CITY OF CARSON
ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK - PROJECT NO. 1515
DETAILS X

PROJECT NO. 135-01297-16021 | SHEET 28 of 83 | PLAN NO. C-22



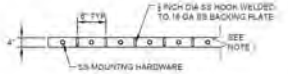
1 ULTRASONIC LEVEL SENSOR - ELEVATION
SCALE: NTS



SS HINGED SWING ARM MOUNT DETAIL

ULTRASONIC LEVEL SENSOR NOTES:

1. CONTRACTOR SHALL COORDINATE THE POSITION OF THE ULTRA SONIC LEVEL SENSOR TO COMPLY WITH THE MANUFACTURER'S REQUIREMENTS FOR CLEARANCE FROM WALLS AND OTHER WET WELL FEATURES THAT MAY INTERFERE WITH THE OPERATION OF THE SENSOR.
2. CONTRACTOR SHALL COORDINATE THE SELECTION, FABRICATION, AND MOUNTING LOCATION OF THE HINGED MOUNTING BRACKET TO FREELY ARTICULATE BETWEEN THE HORIZONTAL OPERATING POSITION TO THE VERTICAL ACCESS POSITION WITHOUT INTERFERENCE FROM THE ACCESS HATCH OPENING OR OTHER WETWELL COMPONENTS.
3. EPOXY COAT HINGED MOUNTING BRACKET WITH OSHA SAFETY YELLOW PER 09900.

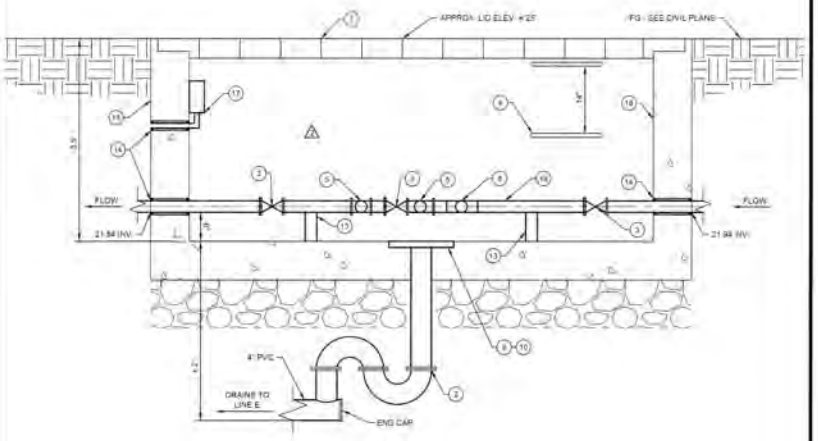


PLAN (INVERTED)

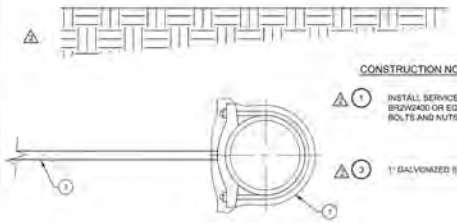
SECTION

NOTES:
1) CONTRACTOR SHALL COORDINATE THE NUMBER OF CABLE TIES WITH THE APPROVED WETWELL EQUIPMENT REQUIREMENTS PLUS ONE SPARE/FUTURE.
2) EPOXY COAT CABLE TIE BRACKET WITH OSHA SAFETY YELLOW PER 09900.

2 CABLE TIE BRACKET
SCALE: NTS



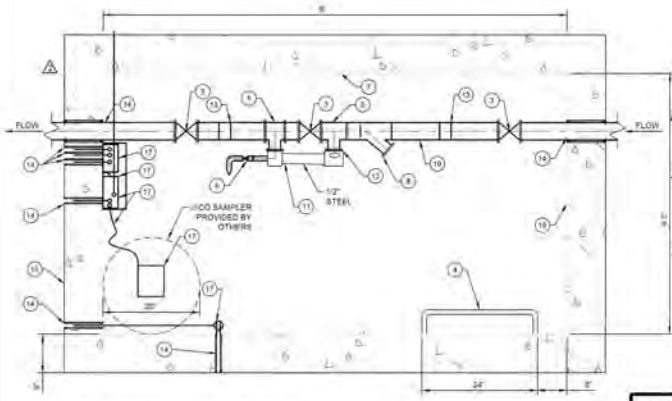
4 SAMPLING VAULT - ELEVATION
SCALE: NTS



CONSTRUCTION NOTES:

1. INSTALL SERVICE SADDLE WITH 1" TAP, MUELLER TYPE BR2W2400 OR EQUAL. BRASS BODY, STAINLESS STEEL STRAPS, BOLTS AND NUTS.
2. 1" GALVANIZED STEEL PIPE

3 SERVICE SADDLE
SCALE: NTS



5 SAMPLING VAULT PLAN
SCALE: NTS

CONSTRUCTION NOTES:

1. NOT USED
2. 4" PVC S-TRAP
3. 1" FPT X FPT LEAD FREE BRONZE BALL VALVE
4. 24" PREFABRICATED ALUMINUM WALL LADDER. (STEPS SPACED UNIFORMLY AT 14" ± 15" O.C. CONFORM TO SPWWC 535-3)
5. 1" X 1/2" GALVANIZED STEEL TEE
6. ½" BALL VALVE WITH 90° ELBOW BUSHING AND 1/4" x 2" NIPPLE
7. 4.5'W x 6'L BILCO TYPE "J-AL H20" ALUMINUM STEEL SINGLE LEAF LOCKABLE EQUIPMENT HATCH OR APPROVED EQUAL
8. 1" LEAD FREE CAST COPPER SILICON ALLOY WYE STRAINER WATTS MODEL OR APPROVED EQUAL.
9. 4" CAST IRON FLOOR DRAIN
10. 4" FLOOR DRAIN BACK FLOW PREVENTER
11. 3-WAY BALL VALVE AND RELAY (316 STAINLESS) WITH PTF SEALS PER MANUFACTURER.
12. 1/2" WATTS STAINLESS STEEL 3-WAY PRESSURE REDUCTION VALVE. SUFFIX B, PRESSURE RANGE 3 - 50 OR (APPROVED EQUAL) SHALL BE ADJUSTED TO 3 PSI TO 5 PSI.
13. ADJUSTABLE PIPE SUPPORT PER DETAIL 1, SHEET D-04
14. GUN GRADE ELASTOMETRIC SEALANT PER DETAIL 3, SHEET S-12
15. 4.5'W X 6' L X 3.5' D H20 LOAD RATED VALVE VAULT AND FLOW METER VAULT WITH LOCKABLE HATCH
16. 12" x 24" ALUMINUM MOUNTING PLATE PER MANUFACTURER. STAINLESS(304) HARDWARE
17. REFER TO ELECTRICAL SHEETS.
18. PRECAST CONCRETE VAULT, TRAFFIC H-20 RATED, COMPATIBLE WITH BILCO HATCH SPECIFIED HEREIN.
19. 1" THREADED GALVANIZED STEEL PIPE, UNIONS NOT SHOWN

REVISIONS			
NO.	DESCRIPTION	APPROVE	DATE
1	LACSD COMPLIANCE	AM	04/18/18

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
Pasadena, CA 91107
PHONE (626) 351-4664 FAX (626) 351-5291

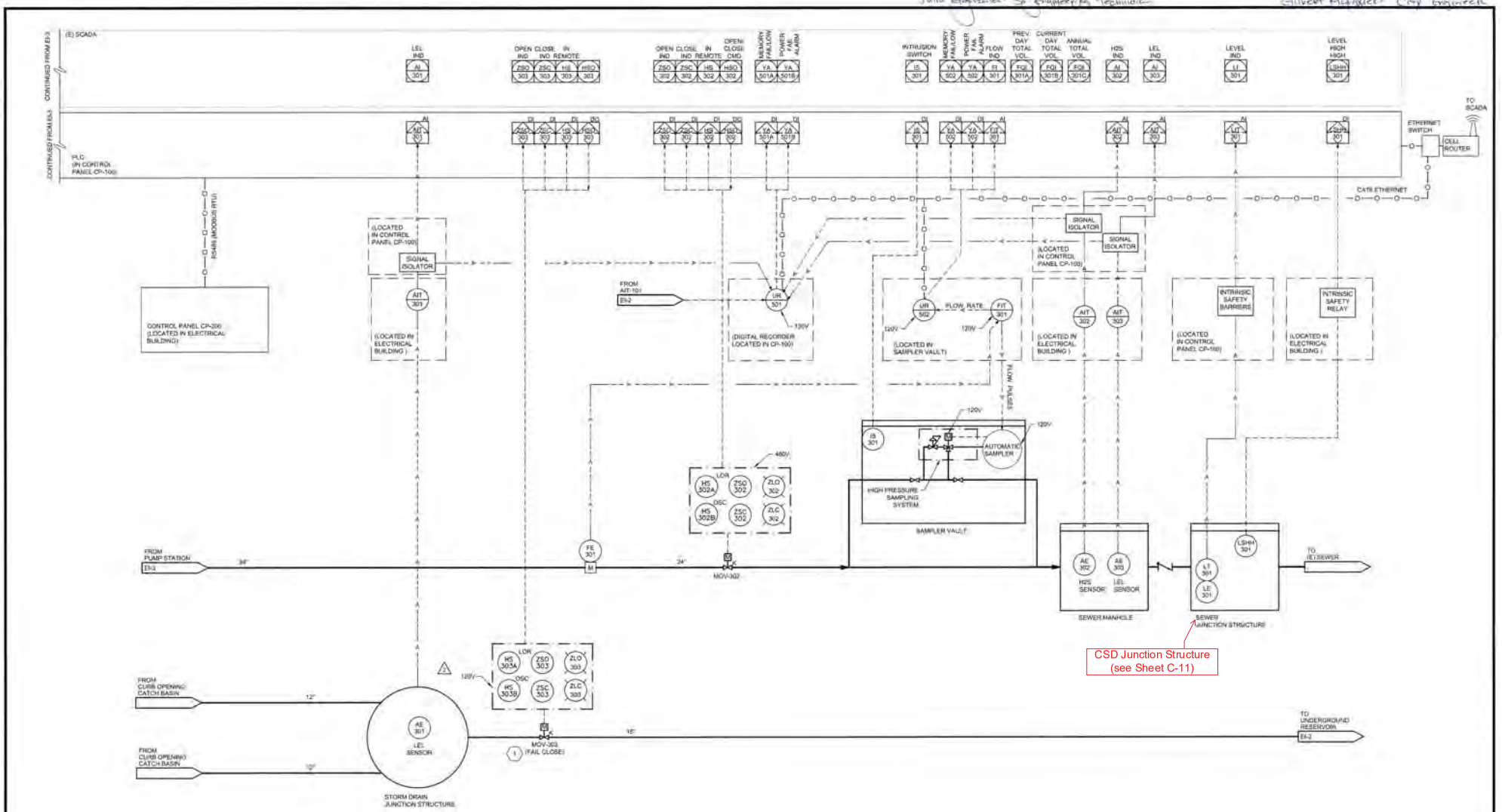
DATE

BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM TY12239
LACO DPW TAG IN E CB OF ISLAND 6 1/2 (20FT)
N/O BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.100 NAVD 88

CITY OF CARSON
ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK - PROJECT NO. 1515
PUMP STATION DETAILS II

PROJECT NO.	SHEET	PLAN NO.
135-51297-18021	56 of 83	D-05



NOTES:

1. VALVE ACTUATOR SHALL MOVE TO THE CLOSED POSITION IF POWER FAILS OR IF ACTUATOR IS SHUT-OFF.

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	B&S COMPLIANCE	MK	5/24/18

STAMP

PLANS PREPARED BY:

TETRA TECH

www.tetratech.com

3475 East Foothill Blvd.
Pasadena, CA 91107
Phone: (626) 351-4664 FAX (626) 351-5291

BENCHMARK:

LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM TY1223E
LACO DPW TAG IN E CB OF ISLAND & 1M (29FT) N/O BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.100 NAVD 88

DATE:

CITY OF CARSON

ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK-PROJECT NO. 1515

P&ID

PROJECT NO.	SHEET	PLAN NO.
135-21297-16821	79 of 83	EI-04

Exhibit 6
Amendment No. 1 to the Stormwater Project Services Agreement between the City and District

AMENDMENT NO. 1

TO STORMWATER PROJECT SERVICES AGREEMENT

THIS AMENDMENT TO THE STORMWATER PROJECT SERVICES AGREEMENT ("Amendment") by and between the CITY OF CARSON ("City") and COUNTY SANITATION DISTRICT NO. 2 of LOS ANGELES COUNTY ("District") is effective as of the 14th day of January, 2020.

RECITALS

A. City and District entered into that certain Stormwater Project Services Agreement dated July 19, 2016 ("Agreement") whereby District agreed to support planning, design, and construction management for Project No. 1515 – Carson Stormwater Capture Facility at Carriage Crest Park ("Project").

B. The Project funding in the amount of $13 Million Dollars was secured from Caltrans through a Cooperative Implementation Grant Program Agreement ("Grant Program Agreement") between Caltrans and the City. Under the Agreement, the Parties intended that work performed under the Agreement would be paid for by the City which would apply for reimbursement under the Grant Program Agreement.

C. The Agreement provided for the City to reimburse the District for its services on a time and material basis an amount not-to-exceed $2,851,000 from the Grant Program Agreement funds. District's hourly rates are attached to the Agreement as Exhibit 2 to the Cooperative Implementation Agreement, which is in turn attached to the Agreement as Exhibit 1.

D. The Project commenced in July 2016 and included project planning; providing assistance with CEQA requirements, coordination and permitting with Los Angeles County Flood Control for connection to their storm drain system, coordination and permitting with the Districts for connection to the sanitary sewer system, and identifying funding sources; and using the District-contracted Tetra Tech, Inc (Tetra Tech) to performing preliminary design, detailed design, and the preparation of construction drawings and technical specifications for the Project.

E. The construction of the Project commenced in May 2018 and included the construction of a stormwater diversion and capture system, using OHL, Inc. as the contractor, StormTrap, LLC for the storage units, and the District-contracted Tetra Tech, Inc. ("Tetra Tech") for construction management.

F. The construction was initially expected to be completed in December 2019.

G. Due to early construction challenges, construction of the Project has been significantly delayed, with an expected completion date not earlier than September 2020. The challenges to construction include:

- Rain Delays. Due to significant rainfall during the winter months of 2018 and 2019, the Project has experienced approximately 50 days of delay due

to unusually rainy conditions, and additional time to pump out the rainwater and to allow the soil to dry.

- Shoring: Due to movement at the main excavation area, additional time was required to perform remedial actions to stabilize the shoring system.

- Soil variability: Due to contaminated soil discovered during excavation which did not initially appear during boring, additional time is required for additional soil testing and hazardous waste management.

H. The District is requesting that the authorized maximum cost be increased by approximately $925,000 for the additional services to be provided for the extended Project period, including but not necessarily limited to construction management work, geotechnical work, submittal review, excavation monitoring, and special inspection costs. The extended Project period may include other additional time caused by additional rain delays, additional soil contamination, and conflicts with existing utilities

I. City expects to receive more than two million dollars ($2,000,000) in municipal return funds by Summer of 2020 from Los Angeles County's Safe Clean Water Program, passed as "Measure W" by the voters in November of 2018, some of which may be used for project costs under this Amendment. City may also apply for Regional funds under the Safe Clean Water Program's competitive process for future expenditures for this project.

J. City and District now desire to amend the Agreement to increase the total not-to-exceed compensation by $925,000 for the services to be provided by District.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

(a) Section E, is hereby revised as follows (additions in ***bold italics***, deletions in ~~strikethrough~~)

> The Parties intend by this Agreement for the District to provide or oversee design, environmental review, and permitting support for the Project. The District may also provide or oversee construction management services to the City for the Project. The Parties intend that all work performed under this Agreement will be paid for by the City, which will apply for reimbursement under the Caltrans Agreement***, and which will use Los Angeles County's Safe Clean Water Program municipal return funds, as well as regional funds if awarded***.

(b) Section 4, Deposit and Payment, is hereby revised as follows (additions in ***bold italics***, deletions in ~~strikethrough~~):

> The City shall pay the District on a time-and-material basis, not to exceed ***$3,776,000*** ~~$2,851,000~~ without further authorization from

the City of Carson. The City ~~shall deposit~~ ***deposited*** with the District an initial payment of $250,000 to be used toward any allowable costs of the Project.

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and District each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

District represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to District that, as of the date of this Amendment, District is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this 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.

[SIGNATURES OF FOLLOWING PAGE]

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

CITY:
CITY OF CARSON

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney [LTF]

DISTRICT:
COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

Chairperson

ATTEST:

APPROVED AS TO FORM:

Exhibit 7. Districts' Cost Schedule for FY 2021-22

Position	Hourly Rate ($/hr)
Division Engineer	228
Supervising Engineer	196
Senior Engineer	177
Civil Engineer	160
Engineering Associate	150
Engineering Technician	101
Secretary	83
Senior SCADA Coordinator	148
Senior Electrical and Instrumentation Technician	132
Electrical and Instrumentation Technician	125
Asset Management Technician	122
Senior Mechanic	120
Lead Maintenance and Construction	113
Vacuum Truck Driver	97
Maintenance & Construction Worker	90
Treatment Plant Operator I	108
Treatment Plant Operator II	120
Supervising Treatment Plant Operator	146

Labor billing rates are subject to readjustment by the Sanitation Districts' Chief Engineer and General Manager no more frequently than annually to reflect the cost of such service. Revised rates will become effective on the first day of the month following notification that rates have been revised.

LOS ANGELES COUNTY
SANITATION DISTRICTS
Converting Waste Into Resources

Robert C. Ferrante
Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
(562) 699-7411 • www.lacsd.org

December 2, 2022

Ms. Eliza Jane Whitman
Director of Public Works
City of Carson
701 East Carson Street
Carson, California 90745

Dear Ms. Whitman:

Carriage Crest Park Stormwater Capture Facility
Amendment No. 1 O&M Support Agreement with LACSD

Enclosed for your records is a signed original of Amendment No.1 to the O&M Support Agreement for the subject facility.

If you need additional information, please contact the undersigned at 562-908-4288 x2513.

Very truly yours,

David Pierce

David Pierce
Supervising Engineer
Water Quality Section
Technical Services Department

DP:EP:bb
Enclosure

DOC 6767934

AMENDMENT NO. 1

TO O&M SUPPORT AGREEMENT – STORMWATER CAPTURE FACILITY

(Carriage Crest Park)

THIS AMENDMENT TO THE O&M SUPPORT AGREEMENT – STORMWATER CAPTURE FACILITY ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY ("District"), is effective as of June 30, 2022.

RECITALS

A. City and District entered into that certain O&M Support Agreement – Stormwater Capture Facility ("Agreement"), whereby District agreed, on a time and materials basis and at the City's direction, to provide City with interim operations and maintenance support ("O&M Services") to support the startup of the Water Capture Facility at Carriage Crest Park in the City of Carson ("Facility").

B. The term of the Agreement was set to expire June 30, 2022, and the timeframe for District to provide O&M Services was to expire April 30, 2022 unless extended by mutual agreement.

C. Now, due to construction delays related to equipment procurement, the completion of the Project, as such term is defined in the Agreement, has been delayed significantly, with an anticipated completion date not earlier than January 1, 2023. As a result, City and District desire to extend the term of the Agreement to allow the District to assist with the startup and initial operation and maintenance of the Facility.

D. City and District hereby ratify and affirm the continuous and uninterrupted term of the Agreement from the effective date of the Agreement until and through September 30, 2023.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (deletions shown in ~~strikethough~~ and additions shown in ***bold italics***).

A. Section 1.4 (Interim O&M Services) of the Agreement is hereby amended to read in its entirety as follows:

> "1.4 Interim O&M Services. If required due to the timing of the project startup and the City's contracting for O&M services, the District shall perform, or hire and manage the work of contractors to perform operation and maintenance services at the Water Capture Facility on a short term basis. The timeframe for direct O&M services provided by the District shall end no later than ***June 30, 2023*** ~~April 30, 2022~~ unless extended by mutual agreement. All portions of the Project that are not directly related to the Water Capture Facility, such as lighting, fencing, irrigation,

landscaping, or ball fields, shall be understood to be outside the scope of this Agreement."

B. Section 2 (Duration of Agreement) of the Agreement is hereby amended to read in its entirety as follows:

"2. Duration of Agreement. This Agreement shall become effective on the Contract Date and shall be effective through ***September 30, 2023*** ~~June 30, 2022~~ unless terminated early. This Agreement may be extended by mutual written agreement for a period not to exceed three years from the Contract Date."

2. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and District each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

District represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to District that, as of the date of this Amendment, District is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Authority. The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) set forth below, with express intent that this Amendment shall be effective as of June 30, 2022.

CITY:

Date: NOV. 17, 2022

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes

Lula Davis-Holmes, Mayor

ATTEST:

K. Bradshaw

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

DISTRICT:

Date: November 29, 2022

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

By: Robert C Ferrante

Name: Robert Ferrante
Title: Chief Engineer and General Manager

ATTEST:

Denise R. Springer

Secretary to the Board

APPROVED AS TO FORM:
LEWIS BRISBOIS BISGAARD & SMITH, LLP

Wes Beverlin

District Counsel

AMENDMENT NO. 2

TO O&M SUPPORT AGREEMENT – STORMWATER CAPTURE FACILITY

(Carriage Crest Park)

THIS AMENDMENT TO THE O&M SUPPORT AGREEMENT – STORMWATER CAPTURE FACILITY ("**Amendment No. 2**") by and between the CITY OF CARSON, a California municipal corporation ("**City**") and COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY ("**District**"), is effective as of the 30th day of September, 2023.

RECITALS

A. City and District entered into that certain O&M Support Agreement – Stormwater Capture Facility ("**O&M Agreement**"), whereby District agreed, on a time and materials basis and at the City's direction, to provide City with interim operations and maintenance support ("**O&M Services**") to support the startup of the Water Capture Facility at Carriage Crest Park in the City of Carson ("**Facility**").

B. The intent of the O&M Agreement was for the Districts to provide operation and maintenance (O&M) support for a portion of the Facility, in order to provide a bridge between Facility startup and operation by City-contracted O&M service providers or contractors.

C. District and City entered into a Stormwater Project Services Agreement dated July 19, 2016 ("**Project Agreement**") in connection with City's desire to construct the Facility "**Project**"). To facilitate construction of the Project, City requested District, and District agreed, to provide certain support planning, design, and construction management services under the Project Agreement. Under the terms of the Project Agreement, the District was required to hire and oversee a design and construction management consultants for the Project , and the City was to pay District to cover related costs. The City was to then retain a contractor to construct the Facility in accordance with completed designs. The District contracted with Tetra Tech to perform preliminary engineering and site investigations, design services, and construction management services for the Project; the City retained OHL USA ("**Contractor**") as the general contractor for the Project.

D. Construction of the Facility by Contractor commenced in May 2018. During the course of construction the Project encountered multiple construction challenges that significantly affected project completion. Those delays included, but were not limited to, rain delays, soil that required additional testing and handling, and Contractor productivity issues.

E. Although the City did not accept the Contractor-installed ballfield turf until March 2022, the structural, mechanical, and electrical portions of the Facility were essentially completed as of October 2021. Facility startup and equipment testing began around that time and were expected to be completed in December 2021 or January 2022.

F. Functional testing was suspended in April 2022 due to damage to electrical components caused by stormwater runoff entering below-ground vaults through access hatches.

The damage appears to have been caused primarily as a result of alleged errors and omissions in Tetra Tech's designs and construction management services which resulted in Contractor constructing a Project that contains deficiencies.

G. Due to the anticipated time to obtain replacement parts and otherwise remediate the deficiencies in the Project, the City suspended the project work on April 29, 2022, which consisted primarily of demonstration of the functionality of the control program and providing O&M training to City staff, in addition to performing minor "punch list" items and correcting "as-built" drawings. The replacement valve actuators and associated uninterruptible power supply to be installed for the Project have been received by the City and are available for installation.

H. The City subsequently attempted via an extra work process to have the Contractor replace the damaged equipment and make minor modifications designed to prevent future equipment damage, with the expectation that the Contractor would resume the suspended work after replacing the failed equipment. That extra work process was based on revised drawings prepared by Tetra Tech and furnished to Contractor by the City.

I. However, due to a lack of timely response from the Contractor, the City has decided to terminate that contract and instead have the District perform activities necessary to make the Facility operational. The City accepted the work completed by Contractor and authorized the District to perform the remaining work at its July 16, 2024 City Council meeting.

J. In order to expedite the work required to place the Facility into proper operation, the City and District desire to reactivate and extend the term of the O&M Agreement; and to expand the scope of the Agreement to allow the District to replace or repair the damaged equipment/instrumentation to allow the Facility to be placed into operation, and make related modifications or improvements to reasonably protect the equipment from future damage.

K. The City is in possession of the four (4) replacement actuators and one (1) uninterruptable power supply to be installed at the Facility and will provide them to the District for installation at the Facility.

L. Since Project startup will be achieved under this Agreement and not City's prior contract with Contractor, both Parties intend to work collaboratively to achieve the diversion of dry weather runoff and stormwater from the LACFC storm drain in Figueroa Street to the Facility during the 2024-2025 wet-weather season, which is generally understood to be October 15 through April 15.

M. The initial timeframe for District to provide the interim O&M Services to the City was initially anticipated to be approximately 3-4 months, ending no later than April 30, 2022 with the overall term of the O&M Agreement to expire June 30, 2022. Those dates were extended to June 30, 2023 and September 30, 2023 via **Amendment No. 1** to the O&M Agreement.

N. A draft O&M Manual for the Project was provided to the City in December 2023 and revised based on City comments received in March 2024.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (deletions shown in ~~strikethough~~ and additions shown in ***bold italics***).

A. Recital R of the Agreement is hereby amended to read in its entirety as follows:

"The Parties intend that ***with the exception of work performed under Section 1.7,*** all work performed under this Agreement will be paid for by the City, which will apply for reimbursement from the County of Los Angeles under the County MOU and the Safe Clean Water Program."

B. Section 1 (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

"1. Scope of Services. The District shall, on a time and materials basis, assist the City, at the City's direction, in providing operations and maintenance ("**O&M**") support ***and construction services*** for the Water Capture Facility at Carriage Crest Park in the City of Carson. The District shall perform the following services for the City in connection with the Water Capture Facility:"

C. Section 1.4 (Interim O&M Services) of the Agreement is hereby amended to read in its entirety as follows:

" 1.4 Interim O&M Services. If required due to the timing of the project startup and the City's contracting for O&M services, the District shall perform, or hire and manage the work of contractors to perform operation and maintenance services at the Water Capture Facility on a short term basis. ~~The timeframe for direct O&M services provided by the District shall end no later than June 30, 2023 unless extended by mutual agreement.~~ All portions of the Project that are not directly related to the Water Capture Facility, such as lighting, fencing, irrigation, landscaping, or ball fields, shall be understood to be outside the scope of this Agreement."

D. Section 1.7 is hereby added to the Agreement to read in its entirety as follows:

"***1.7 Replacement, Repair, or Modifications of Facility. The District shall provide City construction services to replace or repair damaged equipment/instrumentation to allow the Water Capture Facility at Carriage Crest Park to be placed into operation and make related modifications or improvements to reasonably protect the equipment from future damage.***

1.7.1 The scope of work has been identified as consisting primarily of: replacement of actuators, sensors, and other equipment damaged or subject to damage by water intrusion; installing area drains and drain piping in the vicinity of the vaults; minor grading work associated with the area drains; and other minor work intended to manage water entering

the vaults, as shown on the Tetra Tech drawings provided to the City's Contractor. However, those drawings are not made a part of this O&M Agreement. Both Parties intend for the District to use its expertise in determining the appropriate modifications.

1.7.2 The District will provide City with an opportunity to review the proposed modifications to allow City to conduct a reasonable review to ensure there are no significant issues. The City's review time shall be a maximum of five (5) working days.

1.7.3 The District may either directly perform this work, or hire and manage the work of contractors in accordance with the Public Contract Code and the applicable sections of the 2021 Edition of the Standard Specifications for Public Works Construction (Greenbook) as modified by District amendments.

1.7.4 The City shall furnish to the District the four (4) valve actuators and one (1) uninterruptible power supply to be installed at the Facility within ten (10) working days from District's request.

1.7.5 The City agrees to allow the District sole access to the work area outside of the ball fields, including a reasonable area for construction staging, as needed to perform the work. The de minimis amount of work inside the ball field area will be coordinated with the City to minimize impact to the construction schedule while minimizing impacts to events conducted by City's Parks and Recreation Department. The City shall be responsible for reseeding ballfields turf, or landscaped areas after the work is completed, as needed.

1.7.6 The work performed to address the equipment flooding as detailed on the revised drawings prepared by Tetra Tech or per plans and designs the District otherwise determines are appropriate for the work, including District staff time, will be at no cost to the City. The City will reimburse the District for the cost of other modifications or improvements at the facilities, provided that the City Engineer has approved those modifications.

1.7.7 The City shall accept the work after a demonstration period in which the Facility operates to divert dry-weather and/or stormwater runoff to the sanitary sewer system. A successful Facility Demonstration shall be defined as operating for a period of five (5) days after a rainfall amount of at least 0.89 inches in a single 24-hour period or after a cumulative depth of 3.25 inches received during the wet weather season, defined as the period between October 15, 2024 through April 15, 2025. Rainfall depths shall be the greater of that measured at the Warren Resource Recovery Facility or the closest Los Angeles County Department of Public Works ALERT precipitation gauge.

E. Section 2 (Duration of Agreement) of the Agreement is hereby amended to read in its entirety as follows:

"2. Duration of Agreement. This Agreement shall become effective on the Contract Date and shall be effective through ***the later of Facility Demonstration*** **or** ***June 30, 2025*** ~~September 30, 2023~~ unless terminated early. This Agreement may be extended by mutual written agreement ***until a date that is no later than September 30, 2025***~~for a period not to exceed three years from the Contract Date~~."

F. Section 5 (Facility Ownership) of the Agreement is hereby amended to read in its entirety as follows:

"5. The Water Capture Facility is and will ***continue to*** be owned by the City. The City shall be responsible for ***accepting*** ~~reviewing and approving~~ the O&M Work plan and ***preparing*** bid documents for advertising, bidding, and awarding the City's contracts for O&M service at the Water Capture Facility. The District will not own any part of the Water Capture Facility, such as the sewer junction structure at any time, unless otherwise specified in a separate agreement. ***It shall be understood that the City is a third-party beneficiary of any modifications or improvements made to the Facility by the District or its contractor(s) and to that end, District shall ensure that any contract it enters into for such purpose pursuant to Section 1.7 will include a clause stating City will be a third-party beneficiary.***"

G. Section 7 (Costs) and 7.1 of the Agreement are hereby amended to read in their entirety as follows:

"7. Costs. Costs to be incurred by the District under this Agreement ***for reimbursement by the City*** may include any of the following:

7.1 District staff costs ***for O&M support, including troubleshooting of the control system***, based on the Schedule of Fees provided in Exhibit 7 and subject to annual adjustment consistent with the District's salary and cost increases. Staff charges incurred prior to the Contract Date are reimbursable under this Agreement."

H. Section 8.2 (under Specific Exclusions) of the Agreement is hereby amended to read in its entirety as follows:

"8.2 Costs ***including District staff costs*** to modify, alter, or repair any part of the Water Capture Facility or its components ***related to the work described in Section 1.7 above.***"

I. Section 9 (Invoices) of the Agreement is hereby amended to read in its entirety as follows:

"9. Invoices. ~~The District shall maintain itemized and detailed work or job records covering the cost of all functions and services performed under this Agreement, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all District-owned machinery and equipment, invoices for consultants, materials and supplies, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.~~ The District shall furnish to the City an invoice for all work performed and ***reimbursable*** expenses incurred during each calendar month. The invoice shall be itemized to show subtotals for ***time and material, organized by major work scopes. Invoices are not required for work performed at no cost to the City, as described in Section 1.7.6 above.*** ~~each task that was active during the invoice period. The invoice will reflect the current overall balance, the charges to date for each task, and a work progress statement for each task, any payments made by the City to date, any outstanding invoices and an amount due for replenishment of the balance the current balance of the initial deposit.~~"

J. Section 11 (Payment Terms) of the Agreement is hereby amended to read in its entirety as follows:

"11. Payment Terms. The City shall pay the District within 45 days after invoice. The City's duty to pay the District is not contingent upon reimbursement from any other party. ~~The City shall be solely liable for all charges incurred by the District for the Project.~~"

K. Section 12 (Termination) of the Agreement is hereby amended to read in its entirety as follows:

"12. Termination. Notwithstanding the provision of Section 2 of this Agreement, either the City or the District may terminate this Agreement at any time ***after the Demonstration Period*** by giving 30 days prior written notice of termination to the other Party."

L. Section 13.1 (Indemnity) of the Agreement is hereby amended to read in its entirety as follows:

"13.1 Indemnity. The City shall indemnify, defend, and hold harmless the District and its elected and appointed officers, employees and agents from and against any demands claims, actions, fees, costs and expenses (including attorney and cost of expert witness fees and costs of litigation) arising out of or relating to the Project or Water Capture Facility. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the District or its agents. The District shall indemnify, defend, and hold harmless the City and its elected and appointed officers, employees and agents from and against any demands claims, actions, fees, costs and expenses (including attorney and cost of expert witness fees and costs of litigation) arising out of or relating

to any services provided under this Agreement, including, but not limited to, any services performed by ~~its~~ ***District's*** officers, employees, agents, ***contractors.*** subcontractors, or subconsultants. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the City or its agents."

M. Section 13.2 (Warranty and Limitation of Liability) of the Agreement is hereby amended to read in its entirety as follows:

"13.2 Warranty and Limitation of Liability. The District warrants that all services will be provided in accordance with industry professional standards by similarly-qualified professionals. The City shall notify the District within 30 days if any services are claimed to be deficient. For any breach of this warranty, the City's exclusive remedy will be the District's re-performance and correction of the deficiency at District's cost. In no event will the District be liable to the City for the payment of any indirect, incidental, special, punitive, or consequential damages. The District's maximum liability for any damages arising out of or related to this Agreement shall be the amount paid by City to the District for the District's staff time and materials under this Agreement.

Without limiting the generality of the foregoing, for work performed under Section 1.7, District agrees to correct defective equipment or work provided by the District for a period of one year from the date of Facility Demonstration. The determination of defective equipment or work, and the appropriate corrective action, shall be as reasonably agreed upon between the City and District, and shall not include normal equipment failures. For any work so corrected, District's obligation to correct additional defective work for that portion of the work only shall be reinstated for an additional one year period."

N. Section 25 (Delegation to Chief Engineer) of the Agreement is hereby amended to read in its entirety as follows:

"25. Delegation to the Chief Engineer. The District's Chief Engineer is authorized to take all actions on behalf of the District in connection with any approvals, consents, or actions required of or by the District under this Agreement, including modifying the agreement ~~duration~~ or amendments thereto."

O. Exhibit 7 (Hourly Rates) of the Agreement is hereby removed in its entirety and replaced with the Attached Exhibit 7.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 2 and Amendment No. 1, all provisions of the O&M Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the O&M Agreement, it shall mean the O&M Agreement, as amended by this Amendment No. 2 and Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and District each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there

have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

District represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to District that, as of the date of this Amendment No. 2, District is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date(s) and year written below.

CITY:

Date: _____, 2024

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]

DISTRICT:

Date: SEP 25, 2024

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

By _____
Chairperson

ATTEST:

Secretary to the Board

APPROVED AS TO FORM:
LEWIS BRISBOIS BISGAARD & SMITH, LLP

District Counsel

Exhibit 7. Districts' Cost Schedule for FY 20*24~~21~~-25~~22~~*

Position	Hourly Rate ($/hr)
Division Engineer	*225~~228~~*
Supervising Engineer	*204~~196~~*
Senior Engineer	*183~~177~~*
Civil Engineer	*165~~160~~*
Engineering Associate	*156~~150~~*
Engineering Technician	*106~~101~~*
Secretary	*88~~83~~*
Senior SCADA Coordinator	*152~~148~~*
Senior Electrical and Instrumentation Technician	*138~~132~~*
Electrical and Instrumentation Technician	*129~~125~~*
Asset Management Technician	*131*122
Senior Mechanic	*123~~120~~*
Lead Maintenance and Construction	117~~113~~
Vacuum Truck Driver	*100~~97~~*
Maintenance & Construction Worker	*94~~90~~*
Treatment Plant Operator I	*111~~108~~*
Treatment Plant Operator II	*125~~120~~*
Supervising Treatment Plant Operator	*150~~146~~*

Labor billing rates are subject to readjustment by the Sanitation Districts' Chief Engineer and General Manager no more frequently than annually to reflect the cost of such service. Revised rates will become effective on the first day of the month following notification that rates have been revised.

AMENDMENT NO. 3

TO O&M SUPPORT AGREEMENT – STORMWATER CAPTURE FACILITY

(Carriage Crest Park)

THIS AMENDMENT TO THE O&M SUPPORT AGREEMENT – STORMWATER CAPTURE FACILITY ("**Amendment No. 3**") by and between the CITY OF CARSON, a California municipal corporation ("**City**") and COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY ("**District**"), is effective as of the 2nd day of September, 2025. City and District are sometimes hereinafter individually referred to as "**Party**" and hereinafter collectively referred to as the "**Parties**."

RECITALS

A. On or about June 8, 2022, City and District entered into that certain O&M Support Agreement – Stormwater Capture Facility ("**O&M Agreement**"), whereby District agreed, on a time and materials basis and at the City's direction, to provide City with interim operations and maintenance support ("**O&M Services**") to support the startup of the Water Capture Facility at Carriage Crest Park in the City of Carson ("**Facility**").

B. The intent of the O&M Agreement was for the District to provide operation and maintenance (O&M) support for a portion of the Facility, in order to provide a bridge between Facility startup and operation by City-contracted O&M service providers or contractors.

C. District and City previously entered into a Stormwater Project Services Agreement dated July 19, 2016 ("**Project Agreement**") in connection with City's desire to construct the Facility "**Project**"). To facilitate construction of the Project, City requested District, and District agreed, to provide certain support planning, design, and construction management services under the Project Agreement. Under the terms of the Project Agreement, the District intended to provide or oversee design and construction management services for the Project, and the City was to pay District for all work performed under the Project Agreement. The City was to then to be responsible for approving the plans and specifications, and for advertising, bidding, and awarding the construction contract for the Project. The District contracted with Tetra Tech to perform preliminary engineering and site investigations, design services, and construction management services for the Project; the City retained OHL USA ("**Contractor**") as the general contractor for the Project and pre-purchased and furnished to the Contractor the modular stormwater storage structures for the Facility.

D. Construction of the Facility by Contractor commenced in May 2018. During the course of construction the Project and/or Contractor encountered multiple construction challenges that significantly affected project completion. Those delays included, but were not limited to, rain delays, soil that required additional testing and handling, and Contractor productivity issues.

E. Although the City did not accept the Contractor-installed ballfield turf until March 2022, the structural, mechanical, and electrical portions of the Facility were essentially completed

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as of October 2021. Facility startup and equipment testing began around that time and were expected to be completed in December 2021 or January 2022.

F. Functional testing was suspended in April 2022 due to damage to electrical components caused by stormwater runoff entering below-ground vaults primarily through access hatches at ground level. It was the City's opinion that the damage was a result of alleged errors and omissions in Tetra Tech's designs and construction management services which resulted in Contractor constructing a Project that contains deficiencies.

G. Due to the anticipated time to obtain replacement parts and otherwise remediate the deficiencies in the Project, the City suspended the Project work on April 29, 2022, which consisted primarily of the Contractor's demonstration of the functionality of the control program and providing O&M training to City staff, in addition to performing minor "punch list" items and correcting "as-built" drawings.

H. The City subsequently attempted via an extra work process to have the Contractor replace the damaged equipment and make minor modifications designed to prevent future equipment damage, with the expectation that the Contractor would resume the suspended Project work after replacing the failed equipment. That extra work process was based on revised drawings prepared by Tetra Tech and furnished to Contractor by the City.

I. However, due to a lack of timely response from the Contractor, the City decided to terminate that contract and instead rely on the District to perform remaining work necessary to make the Facility operational. The City accepted the work completed by Contractor and authorized the District to perform the remaining work at its July 16, 2024 City Council meeting.

J. The City was in possession of the four (4) replacement actuators and one (1) uninterruptable power supply to be installed at the Facility and provided them to the District for installation at the Facility. However, several of those replacement actuators required repairs prior to installation.

K. In order to expedite the work required to place the Facility into proper operation, the City and District via **Amendment No. 2** to the O&M Agreement ("**Amendment No. 2**") agreed to extend the term of the O&M Agreement, and expand the scope of the O&M Agreement to allow the District to replace or repair the damaged equipment/instrumentation to allow the Facility to be placed into operation, and make related modifications or improvements to reasonably protect the equipment from future damage, as well as establish criteria for City acceptance of the District's work.

L. Amendment No. 2 extended the agreement term through the later of Facility Demonstration or June 30, 2025 with the ability of the Parties to extend by mutual written agreement until a date that is no later than September 30, 2025. Through a letter agreement dated June 11, 2025 ("**Letter Agreement**"), the Parties extended the O&M Agreement term to September 30, 2025.

M. The intent of the Facility Demonstration, as defined in Amendment No. 2, was to demonstrate that 1) District-provided work, which included grading, area drains and sump pumps in and around the equipment vaults, prevented Facility damage during agreed-upon rainfall

criteria; and 2) the Facility could run in automatic mode to pump either dry-weather or stormwater runoff for a period of five days.

N. The District's agreed upon grading work and the drainage improvements were completed in or around February 2025 and prevented flooding of the vaults during wet weather events in early 2025.

O. Independent from, and subsequent to the District's completing the grading and drainage improvements at the Facility, the City Carriage Crest Park Expansion Project **("Expansion Project")** has impacted those improvements due to construction traffic and earthmoving activities in the immediate vicinity of the Facility. The Expansion Project is also expected to increase the slope and temporarily decrease the vegetated cover of the area that drains to the Facility vaults, both of which are likely to increase the amount of runoff draining in the direction of those vaults. The Expansion Project will also directly modify portions of the Facility by connecting additional storm drains to the below-ground cistern via access shafts intended to be used for operation and maintenance activities.

P. The City acknowledges that the current and unknown future impacts from the Expansion Project represents a change in conditions at the Facility and considers the grading and drainage improvements performed by the District to be acceptable per the terms of the O&M Agreement.

Q. The work related to water intrusion at the equipment vaults, as identified in Section 1.7.1 of Amendment No. 2, is believed to be complete as of August 15, 2025. Diverting runoff into the Facility has been initiated for the purpose of testing the repairs made at two vaults that were previously identified with leakage where piping passed through the concrete walls, as well as to allow the functional testing suspended in April 2022 to be restarted. However, the remaining functional testing, adjustments, and Facility Demonstration is not anticipated to be completed by September 30, 2025.

R. Now the Parties seek to again amend the O&M Agreement to extend the term to provide District additional time for startup and Facility Demonstration and to provide City additional time to retain the services of City-contracted O&M service providers or contractors.

TERMS

1. Contract Changes. The O&M Agreement is amended as provided herein (deletions shown in ~~strikethough~~ and additions shown in ***bold italics***).

A. Section 1.7.5 of the O&M Agreement is hereby revised to read in its entirety as follows:

> "1.7.5 The City agrees to allow the District sole access to the work area outside of the ball fields, including a reasonable area for construction staging, as needed to perform the work. The de minimis amount of work inside the ball field area will be coordinated with the City to minimize impact to the construction schedule while

minimizing impacts to events conducted by City's Parks and Recreation Department. The City shall be responsible for ***grading and*** reseeding ballfields turf, ~~or~~ **and** landscaped areas ~~after the work is completed~~, as needed ***at the Facility as part of the Expansion Project and accepts as completed the grading work and area drain construction performed by District and relieves the District of future obligations related to surface water runoff entering the equipment vaults.***"

B. Section 1.7.7 of the O&M Agreement is hereby revised to read in its entirety as follows:

"1.7.7 The City shall accept the work after a demonstration period in which the Facility operates to divert dry-weather and/or stormwater runoff to the sanitary sewer system. A successful Facility Demonstration shall be defined as operating for a period of five (5) days after a rainfall amount of at least 0.89 inches in a single 24-hour period or after a cumulative depth of 3.25 inches received during the wet weather season, defined as the period between October 15~~, 2024~~ through April 15~~, 2025.~~ Rainfall depths shall be the greater of that measured at the Warren Resource Recovery Facility or the closest Los Angeles County Department of Public Works ALERT precipitation gauge."

C. Section 2 (Duration of Agreement) of the O&M Agreement is hereby amended to read in its entirety as follows:

"2. Duration of Agreement. This Agreement shall become effective on the Contract Date and shall be effective through the later of Facility Demonstration or ***September***~~June~~ 30, 202***6***~~5~~ unless terminated early. ***The timeframe for Interim O&M Services and Interim Discharge Sampling described in Sections 1.4 and 1.5 above shall end no later than June 30, 2026.*** ~~This Agreement may be extended by mutual written agreement until a date that is no later than September 30, 2025.~~"

D. Section 13.2 (Warranty and Limitation of Liability) of the O&M Agreement is hereby amended to read in its entirety as follows:

"13.2 Warranty and Limitation of Liability. The District warrants that all services will be provided in accordance with industry professional standards by similarly-qualified professionals. The City shall notify the District within 30 days if any services are claimed to be deficient. For any breach of this warranty, the City's exclusive remedy will be the District's re-performance and correction of the deficiency at District's cost. In no event will the District be liable to the City for the payment of any indirect, incidental, special, punitive, or consequential damages***, or for changed conditions at the site including modifications made by City or at City direction.*** The District's maximum liability for any damages arising out of or related to this Agreement shall be the amount paid by City to the District for the District's staff time and materials under this Agreement.

Without limiting the generality of the foregoing, for work performed under Section 1. 7, District agrees to correct defective equipment or work provided by the District

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for a period of one year from the date of Facility Demonstration. The determination of defective equipment or work, and the appropriate corrective action, shall be as reasonably agreed upon between the City and District, and shall not include normal equipment failures. For any work so corrected, District's obligation to correct additional defective work for that portion of the work only shall be reinstated for an additional one year period."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 3, Amendment No. 2, Amendment No. 1 and Letter Agreement, all provisions of the O&M Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the O&M Agreement, it shall mean the O&M Agreement, as amended by this Amendment No. 3, Amendment No. 2, Amendment No. 1 and the Letter Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and District each ratify and reaffirm each and every one of the respective rights and obligations arising under the O&M Agreement, Amendment No. 1, Amendment No. 2 and Letter Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1, Amendment No. 2 and Letter Agreement. Each party represents and warrants to the other that the O&M Agreement is currently an effective, valid, and binding obligation.

District represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the O&M Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the O&M Agreement.

City represents and warrants to District that, as of the date of this Amendment No. 3, District is not in default of any material term of the O&M Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the O&M Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

5. Authority. The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 3 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 3.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date(s) and year written below.

CITY:

Date: _____, 2025

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]

DISTRICT:

Date: _____, 2025

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

By:_____
Name: Robert Ferrante
Title: Chief Engineer and General Manager

ATTEST:

_____
Secretary to the Board

APPROVED AS TO FORM:

_____
District Counsel

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Report to Honorable Mayor and City Council

Tuesday, September 30, 2025, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH IGM TECHNOLOGY CORP (GRAVITY) FOR THE CAPITAL IMPROVEMENT PROJECTS (CIP) REPORT BOOK (CITY COUNCIL)

I. SUMMARY

Staff is requesting City Council approval of Amendment No. 1 to the Agreement with IGM Technology Corp. (IGM) for the expanded use of the Gravity cloud-based productivity platform. The City currently utilizes Gravity for the preparation of the Annual Operating Budget for Fiscal Year 2025-26, and staff proposes to extend its application to include the Overview and Capital Improvement Projects (CIP) Report that accompanies the Operating Budget.

Finance and Public Works staff have worked collaboratively to define the scope of work and confirm implementation feasibility. The amendment will ensure the efficient and effective production of another detailed, comprehensive, and professional report, while also streamlining the process for automated capital budget preparation.

Consequently, staff recommends that the City Council approve the proposed Amendment No. 1 to the Agreement with IGM Technology Corp., establishing a new not-to-exceed contract amount of $129,659.52 over the three-year term ending December 30, 2027.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No.1 to Agreement with IGM Technology Corp, for an increased amount not to exceed $60,079.52, increasing the total contract sum to $129,959.52; and
2. AUTHORIZE the Mayor to execute the amendment after 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

On January 2, 2025, the Finance Department entered into a three-year agreement with IGM Technology Corp. for use of its Gravity budget book and report automation software. The agreement included setup, provisioning, administrator and interface configuration, and user training. Gravity Budgeting is a cloud-based productivity platform designed for government budgeting and financial planning. The system streamlines the budget process by automating preparation, ensuring compliance with GASB and GAAP standards, enhancing audit readiness, and providing data-driven insights for decision-making. By reducing reliance on manual spreadsheet tasks, staff are able to dedicate more time to strategy and analysis. The platform also provides a transparent and user-friendly interface for budgeting, reporting, and financial management.

The original agreement covered the period of December 31, 2024, through December 30, 2027, with a not-to-exceed contract total of $69,880. Amendment No. 1 expands the scope of services to include development of an automated system for the Overview and Capital Improvement Projects (CIP) Report and capital budgeting processes for Fiscal Year 2025-26. This amendment increases the contract amount by $60,079.52, resulting in a revised not-to-exceed total of $129,959.52 for the three-year term.

Accordingly, staff recommends that the City Council approve the proposed Amendment No. 1 to the Agreement with IGM Technology Corp. to expand software and professional services to include Capital Improvement Budget reporting capabilities.

V. FISCAL IMPACT

The cost associated with the proposed Amendment No. 1 to the Agreement with IGM Technology Corp. is a not-to-exceed total of $60,079.52. Of this amount, $39,079.52 will be absorbed within the current FY 2025-26 Public Works Department Operating Budget (Account No. 101-80-820-100-6004). Public Works staff will budget accordingly for the remaining $21,000 in Fiscal Year 2026-27.

VI. EXHIBITS

1. Current Agreement
2. Amendment No. 1

Attachments

Exhibit 1 - Current Agreement

Exhibit 2 - Amendment 1 to IGM Technology Gravity Contract

GRAVITY™
IGM Technology Corp.

Agency / Client:	The City of Carson, CA	**Service Provider:**	IGM Technology Corp
Address:	701 E Carson Street Carson, CA 90745	**Address:**	318-77 McMurrich St Toronto, ON, M5R 3V3
Billing Contact:	William Jefferson: Finance Director Wjefferson@carsonca.gov 310 830-7600	**IGM Contact:**	Michael Mattson, Chief Revenue Officer mmattson@igm.technology 561-251-3665

ORDER DETAILS

Order Form #:	O-05366 – 2024	**Subscription Start Date:**	12/31/2024
Created on:	10/23/2024	**Subscription End Date:**	12/30/2027
Quote Valid for:	30 days	**Contract length:**	36 months
Billing Frequency	Annual	**Payment Terms:**	Net 30

SOFTWARE SERVICES

Products / Modules:	Description	Start Date	End Date	Annual Fee:
• **Budget Book Report / Automation** ○ GFOA checklist	Includes environment setup, provisioning, administrator and interface configuration, and user training. Access includes up to 10 named user licenses. Additionally, module development, training, and support are provided as outlined in the SOW, included throughout the standard license term.	Dec 31, 2024	Dec 30, 2027	$22,000

PROFESSIONAL SERVICES

Products / Modules:	Description	Total One-Time Fee:
• IGM Gravity Implementation	*See details in SOW in Exhibit A*	$9,680

BILLING TABLE

Period	Date	Software Services	Professional Services	Total Services	Notes
Year 1	12/31/2024	$15,000	$9,680	$24,680	*Contract commitment period of 3 years, with 2 x 1 year renewal options with annual rate increases of 5%.*
Year 2	12/31/2025	$22,000		$22,000	
Year 3	12/31/2026	$23,200		$23,200	
Total				$69,880	

Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement. In subsequent years, Service Fees are payable net 30 days after the renewal date.

Implementation fees are payable net 30 days after the Effective Date of this agreement.

This SaaS Services Agreement ("Agreement") is entered into on this 23rd day of December, 2024 (the "Effective Date") between **IGM Technology Corp**. with a place of business at 77 McMurrich St Unit 318, Toronto, Ontario ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

IGM Technology Corp., a Canadian corporation

By: _____

Name: Michael V. Mattson

Title: CRO

By: _____

Name: _____

Title: _____

City of Carson, a municipal corporation

By: _____

Name: David C. Roberts, Jr.

Title: City Manager

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

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Company warrants it is the owner of the Software and has the right and authority to license the Software as set forth in this Agreement. Company warrants the Software will not infringe upon any copyright, patent, trade secret or other intellectual property, proprietary, or ownership interest or legal rights of any third party. Company will defend, indemnify and hold the Customer, its officers, employees, and agents harmless from and against all such infringement claims, losses, suits and damages including, but not limited to, attorney's fees and costs, and Company shall pay those costs and damages awarded against the Customer in any such action, including any settlement payments or costs. Should the Software, or the operation thereof, become, or in the Company's opinion are likely to become, the subject of a claim of infringement of a patent or copyright, the Customer shall permit the Company at its option and expense either to procure for the Customer the right to continue using the Software, or to replace or modify the same so that it becomes non-infringing (and in such case shall provide the Customer, at no charge, with any reasonable training in connection with such modification or replacement). Any such replacements shall be subject to approval of the Customer, which shall not be unreasonably withheld. If, in the sole opinion of the Customer, the return of such infringing Software or any part thereof makes the retention of other items or portions of the Software impractical, the Customer shall then have the option of terminating the Agreement, or applicable portions thereof. Such indemnity by the Company for the use of such a system shall not apply to any infringement arising out of the Customer's use of the Software in a manner for which it was not designed.

Technology professional liability errors & omissions insurance appropriate to Company's profession and the services hereunder with limits not less than $1,000,000 per claim/loss, and $2,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Company pursuant to this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information or data breach, theft, loss, damage or misuse, release of private information, extortion and network security. If coverage is maintained on a claims-made basis, Company shall maintain such coverage for an additional period of three (3) years following termination of the Agreement. The insurance shall include the following coverage:

i. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information. The fines are limited to Penalties and Claims Expenses, which the Insured is legally obligated to pay because of a Regulatory Proceeding first made against any Insured during the Policy Period.

ii. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

iii. Liability arising from the failure of Company's proprietary technology products (software) required under the contract for Company to properly perform the services intended.

iv. Electronic Media Liability arising from plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

v. Liability arising from the failure to render professional services as defined in this Agreement.

2.2 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company within forty five (45) days after the mailing date of the invoice. Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the SaaS Services Agreement (the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the Term.

5.2 Termination for Non-Appropriation of Funds: Agreement will terminate if funds are not appropriated
for it in the Customer's budget for each future fiscal year. The Agreement will terminate on the last fiscal
year for which funds were appropriated within the term.

5.3 In addition to any other remedies, it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon expiration or anytermination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete storedCustomer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAYABLE BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

8.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. The company will notify the Customer in case of transfer and assign. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of California without regard to its conflict of law provisions. 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. 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. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A
Statement of Work

The Company will provide the following services and comprehensive training:

ID 20: Gravity - Base Platform, includes 10 Named Users

- Comprehensive online training
- IGM Consulting Services in setting up the user environment and user access

ID 220: Gravity - Budget Book

- Comprehensive online training
- IGM Consulting Services in setting up the next budget book

EXHIBIT B
Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.

EXHIBIT C
Support Terms

IGM will provide Technical Support to customer via both telephone and electronic mail Monday – Friday between 6am – 8pm Eastern Time ("Support Hours").

Customer may initiate a helpdesk ticket during Support Hours by calling IGM's customer support line or any time by emailing support@igm.technology

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Emergency customer support is available outside of Support hours and can be initiated by calling IGM's customer support line or emailing support@igm.technology

GRAVITY

Amendment

This amendment updates the original agreement (Order Form #O-5366-2024) between **IGM Technology Corp** and **The City of Carson, CA** dated **December 23, 2024**. It takes effect on the date it's signed by both parties.

1. Addition of New Product

The following products are hereby added to the scope of the Original Agreement:

- **Product Names:**
  - Software Services:
    - Capital Budget Development – Software
    - CIP Report Automation – Software
  - Professional Services
    - Capital Budget Development - Setup
    - CIP Report Automation - Setup

- **Pricing**:
  - Software Services: **$20,000.00 Annually Recurring**
    - For the period from **September 19, 2025, to December 30, 2025**, the annual software services fees will be pro-rated fee and shall be **$5,079.52**. The first full annual payment of **$20,000.00** will commence from **December 31, 2025**, and be subject to a 5% annual increase thereafter.
  - Professional Services: **One-time fee of $14,000.00**

The billing table in the original agreement is hereby deleted in its entirety and replaced with the following:

Billing Table		
Start Date	**End Date**	**Total Amount**
12/31/24	12/30/25	$24,680 (PAID)
9/19/2025	12/30/2025	$5,079.52 (Software Fees Prorated) $14,000.00 (Profession Services **$19,079.52 TOTAL FEES**
12/31/2025	12/30/2026	$42,000.00
12/31/2026	12/30/2027	$44,200.00

2. No Other Changes

Except as expressly amended herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

GRAVITY

Signatures

IGM US Holdings, Inc
Signature:
Name:
Title:
Date:

The City of Carson, CA
Signature:
Name:
Title:
Date:

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, September 30, 2025, 5:00 PM

DISCUSSION 28.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

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

I. SUMMARY

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

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 and Security Projects
3. Emergency Management and Public Safety Projects

Attachments

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

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

SEPTEMBER 2025
Monthly Report

Dr. Arlington Rodgers Jr., Director

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

ENGINEERING DIVISION

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

Street Improvements

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

- Status as of May 15, 2024: Designer is wrapping up the design. We are hoping to go out to bid by late September or early November. SCE has two more poles to locate, working on securing the required permits.
- Status as of June 20, 2024: Designer is wrapping up the design. We are hoping to go out to bid early summer. SCE has two more poles to locate, working on securing the required permits. Awaiting waterboard mitigation measures.
- Status as of July 25, 2024: No update
- Status as of October 30, 2024: Working with utilities, permitting agencies, final design. Tentatively scheduled to go out to bid in Mid-November.
- Status as of December 19, 2024: Publishing plans and specifications to Plant Bids.
- Status as of January 16, 2025: Plans are currently out. Bids open on February 20, 2025.
- Status as of February 20, 2025: Designer to send over revised plans to go out to bid, with a non-mandatory bidding. Plan on opening bids in late March 2025.
- Status as of March 20, 2025: Designer to send over revised plans to go out to bid with a non-mandatory bidding. We plan to open bids in late March.
- Status as of April 21, 2025: Opened Bids on April 9,2025. Beador appears to be the lowest bidder at $21,95,300. Plan to verify bids by April 24, 2025.
- Status as of May 22, 2025**:** Notice Of Intent (NOI) sent out to award contract to Beador. Staff are looking to award contract at the second City Council meeting in July.
- Status as of June 18, 2025: Council Date to award for Beador is first meeting in August.
- Status as of July 24, 2025: Marathon is moving utilities. The Council date has been moved to September pending permits from State Water Resources Control Board (SWRCB) and the Metropolitan Transportation Authority (MTA) funding.
- Status as of August 20, 2025: Awaiting funding agreement from MTA and public outreach proposal. The award of the construction contract should go to Council at the October 7, 2025, meeting.
- **Status as of September 18, 2025:** Awarding Construction Contract to Beador at the October 21st Council meeting**.**

- <u>PW1393-4 & 1411-4: CITYWIDE ANNUAL OVERLAY PROGRAM AND CITYWIDE ANNUAL CONCRETE REPLACEMENT PROGRAM</u>
  - Location: Main Street from Carson Street to Victoria St.
  - Description: The project includes grind and overlay, concrete road replacement, repair of damaged sidewalks, driveway approaches, curbs and gutter, access ramps, tree removal and replacement.
  - Budget: $3,496,000.00
  - Current Phase: PURCHASE ORDER
    - Pending purchase order issuance.
  - Status (6/22/2023): Purchase order was printed on June 22, 2023. The estimated construction start date is August 7, 2023.
  - Status as of July 19, 2023: Estimated construction start date is August 2023.
  - Status of August 17, 2023: Construction started on August 7, 2023. The estimated completion date is December 29, 2023.
  - Status as of November 20, 2023: Ongoing construction. No major updates.
  - Status as of January 3, 2024: Project is on hold. Kinder Morgan and Torrance Logistics Company are prohibiting the use of vibration rollers to compact the asphalt pavement near

gasoline pipelines along Main Street. Staff are working on alternate construction methods to achieve the pavement compaction requirements without the use of vibration rollers which are industry standard. Staff anticipate that alternate compaction methods will cause an increase in cost and project schedule.

- Status as of January 22, 2024: No update
- Status as of February 15, 2024: Project is on hold. Phillips 66 confirmed on 11/16/2023 that they have no concerns with the use of vibration rollers above their pipelines. Torrance Logistics Company confirmed on February 12, 2024, that they have no concerns with the use of vibration rollers above their pipelines. Kinder Morgan is the only company left that expresses concerns with the use of vibration rollers above their pipelines. Staff met with Kinder Morgan on February 13, 2024, and expect an official response from Kinder Morgan by February 15, 2024.
- Status as of March 19, 2024: Ongoing construction. Cold milling started on March 18,2024. Asphalt pavement resurfacing is estimated to be complete by April 10,2024. Utility adjustment, traffic signal loop installation, and striping are expected to be complete by May 9,2024.
- Status as of April 24, 2024: Ongoing construction. The Contractor is currently adjusting utilities and will begin the first coat of striping on April 29, 2024. Estimated construction completion by May 31, 2024.
- Status as of May 20, 2024: Ongoing construction. Construction is 90% complete. Staff will be presenting a staff report to the City Council to request additional funding for added project scope. The estimated project completion date is June 2024.
- Status as of June 20, 2024**:** Ongoing construction including punch list items. Amendment No. 2 was approved at the June 18th City Council Meeting. Staff are moving forward with additional project scope. The estimated project completion date is July 2024.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: Contractor is working on punch list items. Permit application to Caltrans for sidewalk improvements within Caltrans Right of Way is being finalized by staff. The expected completion date is October 2024.
- Status as of October 30,2024: No update
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: Caltrans requires civil plans for the improvements within Caltrans right-of-way to issue an encroachment permit. Project bid documents do not include civil plans. Staff are moving forward with construction punch list items. Estimated project completion is in March 2025.
- Status as of February 20, 2025: No update. The estimate project completion is March 2025, according to the previous update.
- Status as of March 20, 2025: Staff working with the contractor to close out the remaining punch list items. Staff will be creating a task order for ramp and sidewalk plans and specifications to get a permit within Caltrans right of way.
- Status as of April 21, 2025: Staff distributed a task order to request proposals for plans and specifications for concrete improvements within Caltrans right of way.
- Status as of May 22, 2025: Contractor completed punch list items on May 16th, 2025. Staff will review and document completed punch list items with City Inspector for final sign off. The remaining sidewalk adjacent to 405 freeway is part of Caltrans I-405 improvement

project. Staff will discuss internally whether to hold off on sidewalk work adjacent to 405 freeway due to the scope being part of a Caltrans project.
- Status as of June 18, 2025: Sidewalk adjacent to 405 freeway is part of Caltrans I-405 improvement project. City Engineering Management to confirm that this area will not be included as part of the project.
- Status as of July 24, 2025: No update. Staff are working on closing out the project.
- Status as of August 20, 2025: No update. Staff are working on closing out the project.
- **Status as of September 18, 2025:** Pending fiscal year 25/26 purchase order to close out project invoice.

- PW1536: BUS AMENITY AND WAYFINDING PROJECT
  - Location: Various locations throughout the city
  - Description: Installation of monument signs, bike racks, and wayfinding signs.
  - Budget: $852,859.00
  - Status: Initial scope of work completed; preparing for additional work
  - Status as of November 20, 2023: Staff received Metro's approval of reduced scope of work and time extension and scope modifications.
  - Status as of December 29, 2023: Reached out to Metro to confirm grant work reimbursable or to submit new extension request.
  - Status as of January 17, 2024**:** Confirmed with Metro that grant work is reimbursable and no new extension request is necessary.
  - Status as of January 22, 2024: No update
  - Status as of February 7, 2024: No update
  - Status as of March 13, 2024: No update
  - Status as of April 18, 2024: No update
  - Status as of May 15, 2024: No update
  - Status as of June 17, 2024: No update
  - Status as of July 25, 2024: Waiting for wayfinding guidance from City Manager's Office.
  - Status as of August 26, 2024: No update
  - Status as of September 18, 2024: Metro is requesting additional information to modify project scope to use all remaining funds toward wayfinding. Waiting for updates on way-finding design direction from City Manager's office.
  - Status as of October 28, 2024: Staff submitted additional information to Metro as requested. Waiting for updates on way-finding design direction from City Manager's office.
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: Received new city logo designs from City Manager, still awaiting Metro decision on whether funds can be used for wayfinding.
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: No update
  - Status as of August 20, 2025: No update
  - **Status as of September 18, 2025:** Staff working to schedule meeting with Metro to discuss this project.

- PW1608: MLK JR. BLVD IMPROVEMENTS
  - Status as of January 3, 2024
    - TAIT is working on the 60% plans.
    - Awaiting the Geotechnical Report to confirm any recommendations.
    - Dennis to go over traffic comments with the City Traffic Engineer.
    - Plans sent over to Cal Water for their comments.
    - 60% of the plans are due on November 29th.
    - Will have 60% plan review meeting on December 5th.
    - 100% of the plans should be finished by January 25th, 2023.
    - Writing Staff report to take to council for the first meeting in February.
  - Status as of February 15, 2024
    - Plans are currently at 60%, working with Cal Water for Coordination
    - Looking at other Grant applications for cost.
    - 100% plans by mid-March.
  - Status as of March 18, 2024: 100% plans by mid-April.
  - Status as of April 24, 2024: Designer is developing options in design for City to consider.
  - Status as of May 15, 2024: Designer is developing options in design for City to consider, currently finalizing striping.
  - Status as of June 24, 2024: Designer is developing options in design for City to consider, currently finalizing striping. Expect to have plans completed by the first week in August.
  - Status as of July 25, 2024: No update
  - Status as of October 30, 2024: Pending County review of the streetlight plans. Plans and specifications are almost completed and ready for advertising.
  - Status as of December 19, 2024: Street Light plans are being reviewed by LA County Public Works.
  - Status as of January 16, 2025: Street light plans are being reviewed by LA County Public Works. The designer is wrapping up the plans for bidding.
  - Status as of February 20, 2025: Going to City Council on March 4, 2025, for approval of CEQA and authorization to go out to bid.
  - Status as of March 20, 2025: Council approved PSE and recording a “Notice of Exemption” with the LA County Clerk and the State Clearing House on March 4, City Council Meeting.
  - Status as of April 21, 2025: Awaiting report from consultant on the report for the GPR testing.
  - Status as of May 22, 2025: Additional soil testing performed over the landfill area on the western part of project between Main Street and the bridge.
  - Status as of June 18, 2025: Consultant is preparing a schedule for designs next steps, to adjust the design to incorporate landfill areas.
  - Status as of July 24, 2025: Design consultant is requesting additional funding for hydrology study and design of storm drains.
  - Status as of August 20, 2025: Tait is now working on re-design of road, survey this month. Final plans are due October 6, 2025.
  - **Status as of September 18, 2025:** No update

- 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.
    - The contractor provided responses to punch list comments on July 10, 2023**.**
    - The contractor submitted a proposal for pavement repairs on August 16, 2023.
    - Status as of October 26, 2023: Contractor to provide dates for repairs.
    - Status as of March 18, 2024: We are currently awaiting the contractor's response to the last email sent on March 5, 2024, regarding the final punch list item.
    - Status as of April 24, 2024: No update
    - Status as of May 20, 2024: No update
    - Status as of July 25, 2024**:** No update
    - Status as of August 26, 2024: No update
    - Status as of September 23, 2024: No update
    - Status as of October 30, 2024: No update
    - Status as of January 16, 2025: No update
    - Status as of February 20, 2025: Working on design for left-turn pocket repairs.
    - Status as of March 20, 2025: No update
    - Status as of April 21, 2025: Working on design for left-turn pocket repairs.
    - Status as of May 22, 2025: Left turn repairs 50% design received on May 9, 2025.
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: No update
    - Status as of August 20, 2025: No update
    - **Status as of September 18, 2025:** No update

- <u>PW1687: CARSON ST. INTELLIGENT TRANSPORTATION SYSTEM</u>
  - Location: Carson St. from 405 Fwy to Figueroa Street
  - Description: The project involves the installation of CCTV cameras and appurtenant hardware at ten (10) intersections along Carson Street, connecting these to existing fiber optic cable, and tying the existing fiber optic cable into City Hall. The project will also include the establishment of a Traffic Management Center in City Hall for the purposes of traffic signal synchronization, traffic management, surveillance, and traffic monitoring.
  - Budget: $700,000.00
  - Status as of November 20, 2023: Reviewing feasibility of qualification-based contractor procurement strategies with Finance.
  - Status as of December 29, 2023**:** Issued solicitation for systems engineering from Engineering On-call consultant list, proposals due 1/4/24.
  - Status as of January 17, 2024: Received proposals; need to discuss contract options with Purchasing.
  - Status as of February 7, 2024: Negotiating contract with consultant.
  - Status as of March 13, 2024: Received updated proposal from consultant. Task Order to be issued to perform systems engineering.

- Status as of April 18, 2024: Conducted kickoff meeting; conducting field review of existing equipment and fiber optic cable.
- Status as of May 15, 2024: Field work ongoing**.**
- Status as of June 20, 2024: Consultant met with IT Department at City Hall. Received 60% plans for traffic signal and fiber optic work.
- Status as of July 25, 2024: Reviewing plans.
- Status as of August 26, 2024: No update
- Status as of December 19, 2024: Comments provided; reviewing 90% PS&E. Will coordinate with ITS Department on software and equipment to be installed at City Hall and networking to proposed TMC and new EOC.
- Status as of January 16, 2025: No update
- Status as of February 20, 2025:
- Status as of March 20, 2025: No update
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025**:** No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: 90% PS&E package being reviewed by staff. Equipment to be ordered ahead of construction utilizing Prop C funds.
- **Status as of September 18, 2025:** Award of contract for equipment order tentatively scheduled to go to City Council on September 30, 2025.

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

- Status as of June 20, 2024: Staff are finalizing permit applications with the agencies above. Estimated Start date is August 2024.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: Awaiting permit approval from Caltrans for traffic control encroachment within Caltrans Right of Way. The estimated start date is September 2024.
- Status as of October 30,2024: No update
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: Pending permit from Caltrans for bridge at 91 freeway and Central Avenue.
- Status as of February 20, 2025: Contractor is revising the permit application at 91 Freeway and Central Avenue per Caltrans comments.
- Status as of March 20, 2025**:** No update
- Status as of April 21, 2025: Staff resubmitted revised encroachment permit application for 91 Freeway and Central Avenue. Caltrans is currently reviewing revised permit application.
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: Revised traffic control plans submitted to city for review.
- Status as of July 24, 2025: Revising traffic control plans for 223rd Street and Alameda Street, Main Street and Dominguez Channel, Central and 91 Fwy.
- Status as of August 20, 2025: All permits have been issued by Caltrans. Staff will work with contractors to mobilize in September**.**
- **Status as of September 18, 2025:** Preconstruction meeting scheduled for September 24th, 2025.

- <u>PW1701/1715: MEDIAN LANDSCAPE IMPROVEMENTS</u>
  - Location: City-wide
  - Description: Irrigation upgrades, landscaping upgrades in City medians and streetscapes
  - Budget: $1,500,000
  - Status: PRE-DESIGN
    - Status as of December 29, 2023: Prepared draft scope for Median Streetscape Plan
    - Status as of January 17, 2024: Working on receiving proposal by January 31, 2024.
    - Status as of February 7, 2024: Negotiating contract with consultant.
    - Status as of March 13, 2024: Received updated proposal from consultant. Task Order to be issued to develop Streetscape Master Plan.
  - Status of April 18, 2024: Conducted kickoff meeting and first project design meeting. Reviewing existing conditions.
  - Status as of May 15, 2024: Draft plant palettes developed by consultant**.**
  - Status as of June 20, 2024: Three sets of concepts have been submitted by consultant.
  - Status as of July 25, 2024**:** One concept for each land use type was selected internally and presented to the Public Works Commission. The consultant is working on the cost estimates and implementation plan.
  - Status as of August 26, 2024: Received draft Streetscape Master Plan from consultant. Staff reviewing to provide comments.
  - Status as of September 18, 2024: City Staff to provide feedback to consultant next week. Streetscape Master Plan anticipated to go to City Council for acceptance 10/15/24.
  - Status as of October 28, 2024: Consultant presented on draft plan to Planning Commission.

- Status as of December 19, 2024: Preparing task order solicitation for Civic Center area median PS&E.
- Status as of January 16, 2025**:** RFP for Civic Center area prepared, anticipate issuing next week.
- Status as of February 20, 2025: Staff reviewing proposals received for Civic Center area median landscaping design.
- Status as of March 20, 2025: Staff negotiated with the consultant and intends to issue Notice to Proceed (NTP) on design on March 19, 2025.
- Status as of April 21, 2025**:** Consultant received the Notice to Proceed on March 19, 2025, and is working on the design.
- Status as of May 22, 2025: Received draft landscape plans and civil plans. Staff provided input on irrigation equipment.
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: Landscape upgrades to be implemented utilizing landscape maintenance contracts.
- **Status as of September 18, 2025:** Staff working to review bid package before advertising for construction.

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

- Status as of August 20, 2025: Awaiting Change Order request from Tait for continuation of design.
- **Status as of September 18, 2025:** Expecting Change Order from Tait to continue with storm drain and hydrology study.

- 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 18, 2024: 30% submitted to City. Comments sent.
    - Status as of October 28, 2024: Consultant coordinating with SCE to develop service request which will require upgrading the circuit on 213th.
    - Status as of December 19, 2024: Received 60%. County reviewing.
    - Status as of January 16, 2025**:** County still reviewing. SCE will need to do major work to install these streetlights, so they are requesting a meeting with City staff about potentially putting in aerial cable instead of an underground to complete the project faster.
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: Waiting for draft SCE design.
    - Status as of April 21, 2025: SCE committed to providing a draft service design this month.
    - Status as of May 22, 2025: LA County reviewing plans.
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: No update
    - Status as of August 20, 2025: No update
    - **Status as of September 18, 2025:** No update

- 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 grounded and overlaid by the other project, working with city staff for upgrades in signing and stripping. Will fill CEQA.

- Status as of May 15, 2024: The Citywide asphalt project has applied asphalt, working with ROW Superintendent to finalize the sidewalk work, signs, and stripping. Filed CEQA documentation.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: No update
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: No update
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: No update
- **Status as of September 18, 2025:** No update

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

- Status as of April 21, 2025: Conducted meeting with the consultant on April 3, 2025, to discuss next phase of design, anticipate receiving a proposal by end of April. Staff are also coordinating a meeting with CSUDH for late April.
- Status as of May 22, 2025: Staff reviewed conceptual design with CSUDH and received comments. Staff are reviewing the consultant's proposal for completion of design and PS&E package.
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: The Memorandum of Understanding (MOU) with CSUDH is scheduled to go to Council at the regular September 2, 2025, City Council Meeting.
- **Status as of September 18, 2025:** No update

- PW1785: BICYCLE MASTER PLAN UPDATE
  - Location: City-wide
  - Description: Update City Bicycle Master Plan
  - Budget: $897,000
  - Status: PRE-DESIGN
  - Status as of December 29, 2023: Working with Caltrans to program allocation request.
  - Status as of January 17, 2024: No update
  - Status as of February 7, 2024: No update
  - Status as of March 13, 2024: On CTC March Agenda for allocation
  - Status as of April 18, 2024: CTC allocated funds for plan update. Program supplement agreement scheduled for May 21, 2024, City Council Agenda.
  - Status as of May 20, 2024: No update
  - Status as of June 20, 2024: Received approved finance letter from Caltrans. Drafting RFP scope of work.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: No update
  - Status as of September 18, 2024: Drafting project scope.
  - Status as of October 28, 2024: No update
  - Status as of December 19, 2024: The RFP was issued November 27, 2024. A virtual pre-proposal meeting was held December 9, 2024. The proposals are due January 8, 2025.
  - Status as of January 16, 2025: Four proposals were received. Staff to evaluate and score the proposals to select the consultant for plan preparation.
  - Status as of February 20, 2025: Staff conducted interviews February 11, 2025, with the three consultants who were shortlisted for the project.
  - Status as of March 20, 2025: Contract services agreement for Toole Design Group approved by City Council on March 18, 2025.
  - Status as of April 21, 2025: Working with the consultant and Risk Management to obtain a Certificate of Insurance with correct endorsements and insured parties listed
  - Status as of May 22, 2025: Executed contract, working internally to create purchase order.
  - Status as of June 18, 2025**:** No update
  - Status as of July 24, 2025: No update
  - Status as of August 20, 2025: Planning project ongoing – Project Management Plan complete, outreach anticipated to start this Fall.
  - **Status as of September 18, 2025:** No update

- 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. The estimated construction start date is June 2025.
    - Status as of June 20,2024: Staff resubmitted application on June 17, 2024. Revised application included "Expedited Project Selection Procedures (EPSP)" approval from SCAG.
    - Status as of July 25, 2024**:** No update
    - Status as of August 26, 2024: Application pending approval from Caltrans.
    - Status as of October 30,2024: Staff report item #23 was approved at the 10/1 Council Meeting along with resolutions 24-091 & 24-095. Staff routed the supplement agreement through City Clerk on 10/29 for the mayor's signature.
    - Status as of December 19, 2024: No update
    - Status as of January 16, 2025: Staff to advertise project for design in January 2025.
    - Status as of February 20, 2025: Request for Proposal will be advertised on March 6, 2025.
    - Status as of March 20, 2025: Staff are revising the request for proposal based on comments from Purchasing. Proposal to be advertised in March 2025.
    - Status as of April 21, 2025: Proposals for selection of a design consultant are due April 28, 2025. Staff anticipate awarding a contract to a design consultant in June 2025 to start design. Construction is expected to start in the first quarter of 2026.
    - Status as of May 22, 2025: Proposal ranking was submitted to Purchasing on May 22,2025 to prepare a notice of intent to award (NOI). Staff anticipate presenting a staff report at the July 1, 2025, City Council meeting to award a design contract.
    - Status as of June 18, 2025: Status as of June 18, 2025: Staff met with the design consultant of the highest ranked proposal on Thursday June 12th and Tuesday June 17th to clarify the scope of work and negotiate a lower fee proposal for the design portion of the project. Staff anticipate receiving an updated fee schedule by Friday June 20th. Staff plans on presenting a staff report at the July 15, 2025, City Council meeting to award a design contract.
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: Staff Report to award design contract completed on July 2, 2025, and contract agreement was finalized on July 24, 2025.
    - Status as of August 20, 2025: Staff Report to award federal design contract to AYCE will be presented at the September 2, 2025, City Council meeting.
    - **Status as of September 18, 2025:** Staff is routing contract for signatures and issuing purchase order. Notice to proceed is expected to be distributed in September 2025.

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

- Status as of June 18, 2025: No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: 100% Design Complete. Awaiting funding.
- **Status as of September 18, 2025:** No update

- PW1722: 213th STREET IMPROVEMENT ION PROJECT
  - Location: 213th Street from Main to Selwyn.
  - Description: Roadway and concrete improvements rehabilitation
  - Budget: $2,693,000.00
  - Status: CONSTRUCTION IN PROGRESS
  - Status as of March 20, 2025: Concrete improvements and paving are complete.
  - Status as of April 21, 2025: Repaving has been completed.
  - Status as of May 22, 2025: Striping and punch list have been completed. Inspection confirmation pending.
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: Construction has been completed. Pending final invoice from contractor.
  - Status as of August 20, 2025: No update
  - **Status as of September 18, 2025:** Staff is working on the staff report to close out the project.

Traffic Signal Improvements

- PW1612: TRAFFIC SIGNAL INSTALLATION – BROADWAY AND GRIFFITH
  - Location: Intersection of Broadway and Griffith Street
  - Description: Installation of new traffic signal
  - Budget: $600,000
  - Status: DESIGN
  - Status as of August 20, 2025: Consultant working on 60% design of intersection.
  - **Status as of September 18, 2025:** 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: Metro's approval of reduced scope of work and time extension.
  - Status as of December 29, 2023: Consultant reviewing and updating scope.
  - Status as of January 17, 2024**:** No update

- Status as of February 7, 2024: Consultant reviewing relevant traffic studies to refine scope.
- Status as of March 13, 2024: No update
- Status as of April 18, 2024: No update
- Status as of May 20, 2024: No update
- Status as of July 25, 2024**:** Consultant's traffic analysis showed that proposed treatments at three of the project intersections will not markedly improve traffic conditions. The city will submit a request for Scope Modification from Metro to be able to use the funds on different traffic signals and treatments that will have a greater positive impact on traffic.
- Status as of August 26, 2024: Scope modification request sent to Metro; meeting scheduled with Metro in September to discuss.
- Status as of September 18, 2024: Staff preparing additional documents for submission to Metro as requested to supplement scope modification request.
- Status as of October 28, 2024: Staff submitted additional information to Metro, as requested. Received consultant proposal for 3 out of the 6 signals to be designed and preparing Task Order.
- Status as of December 19, 2024: Staff issued Task Order 2024-055 to KOA to design three (3) of the traffic signals. A kick-off meeting was held on December 4, 2024, to discuss the scope. Staff are still awaiting Metro's decision on the scope modification request.
- Status as of January 16, 2025: A meeting was held with the designers and LA County to discuss the LA County traffic signal included in this scope. Staff working to reply to the designer's data request.
- Status as of February 20, 2025: No update
- Status as of March 20, 2025**:** No update
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: Pending Metro's decision on the scope modification request.
- Status as of August 20, 2025: No update
- **Status as of September 18, 2025:** No update

- <u>PW1649: HSIP H8-07-003 TRAFFIC SIGNAL UPGRADE</u>
  - Location: Intersections of Avalon Blvd at Victoria St, Main St at Sepulveda Blvd, Main St at 223rd St, and Figueroa St at Torrance Blvd
  - Description: Traffic Signal Upgrades for 4 intersections with HSIP Grant
  - Budget: $1,912,000 = $1,720,890 (HSIP Fund) + $1,279,110 (Local Fund)
  - Status: DESIGN
    - Awaiting final SCE plans
  - Status as of November 20, 2023: No update
  - Status as of December 29, 2023: No update
  - Status as of January 17, 2024: No update
  - Status as of February 7, 2024: Received final SCE plans, working with designer to finalize PS&E package.
  - Status as of March 13, 2024: Meeting scheduled this month with designer to review PS&E package and outstanding items.

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

- 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 permits and final signing of plans.
- Status as of September 18, 2024: Staff preparing bid package, awaiting filing of Notice of Exemption.
- Status as of October 28, 2024: Waiting for final updates from consultant. IFB planned for November pending budget.
- Status as of December 19, 2024: IFB was issued December 9, 2024. A pre-bid conference is being held December 19, 2024. Bids are due January 9, 2025.
- Status as of January 16, 2025: Staff is responding to bidders' questions, bids due February 3, 2025.
- Status as of February 20, 2025: Bids were received February 3, 2025. Staff is reviewing the bids.
- Status as of March 20, 2025: No update
- Status as of April 21, 2025: Supplemental agreement to extend grant deadline on City Council agenda for April 15, 2025. Notice of Intent to Award issued April 8, 2025. Project award on agenda for May 6, 2025, City Council meeting.
- Status as of May 22, 2025: Agenda item for award of construction pushed back to June 3, 2025, City Council meeting.
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: Staff to recommend award contract to Belco Electric at City Council Meeting on August 5, 2025.
- Status as of August 20, 2025: Contract awarded to Belco Electric at City Council on August 5, 2025.
- **Status as of September 18, 2025:** No update

- <u>PW1667: TRAFFIC SIGNAL IMPROVEMENT AT AVALON BLVD. & GARDENA BLVD.</u>
  - Location: Intersection of Avalon Blvd and Gardena Blvd
  - Description: Traffic signal upgrade design to include protected left-turn phasing for north-south traffic.
  - Budget: $500,000
  - Status: DESIGN
    - Status as of October 26, 2023: Design Consultant to submit 100% PS&E packet. Status as of November 20, 2023: Designer is obtaining potholing. The designer will submit plans in early December. County is reviewing City's request to incorporate our design into County's Avalon TSSP project design.

    - Status as of January 17, 2024: Design complete. The city has accepted the package. Sent to County, who will be preparing a revised signal design.
    - Status as of February 7, 2024: County preparing update to design to insert into upcoming City procurement.
  - Status as of March 13, 2024: No update
  - Status as of April 18, 2024: No update
  - Status as of May 20, 2024: No update
  - Status as of June 20, 2024**:** Received County's revised signal design; comments returned to County for final incorporation**.**
  - Status as of July 25, 2024: No update
  - Status of August 26, 2024: Received final plans from County. Reviewing and compiling the bid package.
  - Status as of September 18, 2024: Staff preparing bid package, awaiting filing of Notice of Exemption
  - Status as of October 28, 2024: Notice of exemption filed, IFB anticipated in November pending budget.
  - Status as of December 19, 2024: IFB was issued November 7, 2024. The bidding closed on December 12, 2024. Staff are reviewing and evaluating the bids.
  - Status as of January 16, 2025: Staff are reviewing bids.
  - Status as of February 20, 2025: Staff are reviewing reference for the low bidder.
  - Status as of March 20, 2025: Staff report prepared to award construction contract, anticipated for April 15, 2025, City Council meeting.
  - Status as of April 21, 2025: Award of construction contract anticipated for May 6, 2025, City Council Meeting.
  - Status as of May 22, 2025: Staff is working with the contractor to execute the contract.
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: Contract executed July 23, 2025.
  - Status as of August 20, 2025: A Notice to Proceed will be issued to the contractor when the Purchase Order is created.
  - **Status as of September 18, 2025:** No update

- <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 18, 2024: City provided 60% comments. Consultant revising plans, 90% anticipated in November.
    - Status as of December 19, 2024: Consultant presented change order due to additional potholing and redesign of southwest quadrant. Staff are reviewing.
    - Status as of January 16, 2025: No update
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: Change order was approved and Notice to Proceed on additional scope was issued March 5, 2025.

- Status as of April 21, 2025: Revised 90% design submitted and plans are in plan check.
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: 100% plans were received on July 14, 2025
- Status as of August 20, 2025: Staff reviewed and submitted feedback on 100% PS&E.
- **Status as of September 18, 2025:** No update

Summary of All Traffic Signal Projects:

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

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

Stormwater Improvements

- PW1682: STORMWATER FACILITIES & IMPLEMENTATION PLAN
  - Location: Citywide
  - Description: Developing a plan to identify potential new stormwater facilities that are needed for compliance with the City's National Pollutant Discharge Elimination Systems (NPDES) permit. Ensures that we have clean water in our local waterbodies and helps with climate resiliency through water capture and pre-treatment and reduces our impact on the oceans. To also update the Enhanced Watershed Management Plan, which is a document that is

used to maintain compliance with the City's NPDES permit. This is needed to keep up to date with permits from the State.

- Current Phase: PLAN DEVELOPMENT AND SITE SELECTION
  - The first project identified is the Stevenson Park Stormwater Capture Facility. The team has already reached out to Los Angeles County Sanitation to perform a sewer area study and is working on getting funding. The team must also gain approval from the Flood Control District before moving forward with an application next fiscal year. We have been informed that applications for future funding may be paused for this year.
  - The consultant has identified BMPs for the Gardena, Main and Avalon Green Street Improvement task that were added to the amended contract in June. 60% of the design has been completed and the project is pending a geotechnical review. We are negotiating and looking for potential funding to provide survey and geotechnical work. Design is paused until this can be executed.
  - Status as of January 22, 2024: The team is conducting outreach to the Mayor in February to help promote understanding and to gain feedback on potential stormwater facilities and compliance with the MS4 permit. They will also reach out to several other officials.
  - Status as of February 21, 2024: The team is conducting outreach to stakeholders throughout the city to inform them of the Plan. They are also revising several aspects of the scoring to provide a better assessment of possible stormwater facilities.
  - Status as of March 20, 2024: The consultant is preparing for outreach to City Council members and other stakeholders, outreach materials and content will be reviewed when submitted. The consultant is also planning on completing the Facilities Plan by the end of May.
  - Status as of April 23, 2024: The consultant is working on finalizing a prioritization of all stormwater BMPs in the coming months.
  - Status as of May 20, 2024: No update
  - Status as of June 20, 2024: The consultant expects to submit a completed draft master plan by the end of the month.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: The plan has been completed, a workshop will be planned to present the potential projects to City staff and inform feedback on moving forward with any projects.
  - Status as of October 30, 2024: Workshop has been completed, and two projects will be selected for grant funding opportunities
  - Status as of December 19, 2024: Consultant has begun work on Green Streets design and technical resource applications.
  - Status as of January 16, 2025: Selecting two projects to submit for grant funding.
  - Status as of February 20, 2025: Two projects selected – pursuing dry wells and have contacted LA County Parks for a project at Victoria Park.
  - Status as of March 20, 2025: Began work with application for dry wells project.
  - Status as of April 21, 2025: Consultant has begun working on applications for the two projects and a submittal is expected by July 2025.

- Status as of May 22, 2025: Draft applications received from consultant are being reviewed by staff.
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: Two conceptual projects are being submitted for Measure W grant funding by the end of the month.
- Status as of August 20, 2025: All primary tasks completed. The final master plan will be submitted to Council for acceptance.
- **Status as of September 18, 2025:** No update

- 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 October 30, 2024: Preliminary design has been completed and the project is ready for 30% design to begin, scheduled to be completed in December.
  - Status as of December 19, 2024: 30% Design submitted for review in January.
  - Status as of January 16, 2025: Comments being submitted in one week. The design workshop was completed on January 16, 2025.
  - Status as of February 20, 2025: Project has begun CEQA process and consultant is working on the 60% design.
  - Status as of March 20, 2025: 60% Design scheduled for delivery and review.
  - Status as of April 21, 2025: Comments returned to the consultant. Work continues to progress towards 90% design.
  - Status as of May 22, 2025: Consultant has submitted the 90% design. This will be reviewed in June 2025.
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: 90% PS&E completed. CEQA was determined to be a Mitigated Negative Declaration and working towards submittal.
  - Status as of August 20, 2025: 100% PS&E submitted by the consultant. Work will begin on preparing for permits before putting the project out for construction.
  - **Status as of September 18, 2025:** No update

- PW1676 STORMWATER GREEN STREET ENGINEERING, DESIGN & IMPLEMTATION
  - Location: Gardena and Main Street
  - Description: Stormwater treatment project to construct tree wells and a dry well on Gardena and Main Street, which will filter and clean water from the streets.
  - Current Phase: In Design
  - Status as of January 16, 2025: Consultant is performing geotechnical and survey work to establish design parameters.
  - Status as of February 20, 2025: Geotechnical work has been completed and 60% design is underway.
  - Status as of March 20, 2025**:** Completing survey and 60% design expected.
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: Met with SCE to resolve potential conflicts. 90% design being completed.
  - Status as of August 20, 2025: No update
  - **Status as of September 18, 2025:** No update

Bike Lane Projects

- PW1451 & 1452: BIKE LANE INSTALLATION
  - Location: Figueroa Street, Main Street, Victoria Street, and Carson Street. University Drive, Avalon Boulevard, Central Avenue, Del Amo Boulevard, and 223rd Street.
  - Description: Design and construction of bike lane facilities
  - Budget: PW1451 = $4,900,000.00; PW1452 = $4,900,000.00
  - Current Phase: DESIGN AND PERMITTING
    - Final design plan review to be completed in January 2024
    - Status as of October 26, 2023: Metro Measure M funding awarded and programmed for construction phase.
  - Status as of November 20, 2023: Working with Metro on funding agreement for Measure M funds.
  - Status as of December 29, 2023: Working with Caltrans Local Assistance to confirm the revised funding plan including Metro funds and City match.
  - Status as of January 17, 2024: Resubmitted with additional Caltrans requirements.
  - Status as of February 7, 2024: City performing design review to coordinate with other CIP projects.
  - Status as of March 13, 2024: No update
  - Status as of April 18, 2024: Consultant updating final plans package to incorporate other City projects, updates to Federal MUTCD.
  - Status as of May 15, 2024: LACMTA funding agreements scheduled for the May 22, 2024, City Council Agenda. Working with Caltrans to submit necessary forms to authorize construction funding.
  - Status as of June 20, 2024: Working with Caltrans on necessary forms to authorize construction funding and FHWA review/approval of Carson's PLA**.**
  - Status as of July 25, 2024: Meeting tentatively scheduled with Caltrans to discuss delivery options.
  - Status of August 26, 2024: Received tentative direction from Caltrans on City's project delivery and packaging plan. Confirmed that Metro also accepts this approach.

Caltrans is agreeable to convert some Federal-Aid funds to State funds which will reduce the paperwork burden on CIP projects that use the new striping design. Project will be bid in 3 parts: 1) Median modifications and lighting relocation, 2) Federal-Aid signing and striping for projects not already in CIP (also not subject to PLA), and 3) individual signing and striping sheets for CIP projects to be implemented over this fiscal year and the next two (2) fiscal years prior to 2028 Olympics. The city is waiting for final confirmation from Caltrans on this plan.

- Status as of September 18, 2024: City awaiting final plans for each of 3 packages. Anticipated City Council approval date 10/15/24.
- Status as of October 28, 2024: Anticipated City Council approval date 11/19/24.
- Status as of December 19, 2024: RFA for construction of Federal project was submitted on December 11, 2024.
- Status as of January 16, 2025: City received letter from CPUC regarding their opinion that a GO 88-B permit is required for striping a bike lane near railroad crossings. Staff reviewing options and potential response. Caltrans returned RFA-CON as incomplete – Staff forwarded rejection to consultant for rework. The consultant presented supplemental scope and fee for reworking RFA-CON, which the city has rejected as this rework is considered within scope.
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: Submitted revised RFA-CON package. Received additional comments from Caltrans.
- Status as of April 21, 2025: Caltrans returned RFA-CON package for additional corrections. Staff preparing resubmittal. LA County provided comments on street lighting design. Consultant updating plans.
- Status as of May 22, 2025: Staff resubmitted RFA-CON package with corrections on May 8, 2025.
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: No update
- **Status as of September 18, 2025:** No update

- <u>PW1490 & 1600: DOMINGUEZ CHANNEL BIKE PATH INSTALLATION PHASES I & II</u>
  - Location – Phase I: Main Street to Avalon Boulevard
  - Location – Phase II: Avalon Boulevard to Carson St.
  - Description: Installation of Bike path along Dominguez Channel
  - Budget: $9,000,000.00 (PW1490); $5,500,000.00 (PW1600)
  - Current Phase: DESIGN AND PERMITTING
    - As a result of the redesign to address safety concerns, the City is working with Metro requesting additional funding and a time extension.
    - Status as of October 26, 2023: Consultant to continue design with modified scope.
    - Status as of November 20, 2023: Consultant to continue design with modified scope.
    - Status as of December 29, 2023**:** Consultant contract amendment approved, awaiting signed amendment in mail to issue task order.
    - Status as of January 17, 2024: Awaiting signed task order memo to issue task order Notice to Proceed.
    - Status as of February 7, 2024: Notice to proceed on Task Order was issued, working with LA County DPW to obtain permit to conduct survey work for design.
    - Status as of March 13, 2024: LA County DPW permit obtained, survey work to begin this month.

- Status as of April 18, 2024: Seeking a meeting with LA County to review geotechnical scope, waiting for communication from LA County as to who is reviewing.
- Status of May 15, 2024: Met with LA County to review structural and geotechnical questions, working with LA County Flood District through permit requirements for various subcontractors' scope of work.
- Status as of June 20, 2024: Biological survey to be conducted this month.
- Status as of July 25, 2024: Biological survey is complete. The consultant is working on civil plans. Consultant submitted permit for geotechnical borings which is pending LA County review and approval. Conducted coordination meeting with County on Greenway project status, City's needs from County.
- Status of August 26, 2024: Conducted meeting with County to discuss Geotechnical exploratory permit pending LA County review. The county should have comments on permit in September.
- Status as of September 18, 2024: Continued coordination with County on Greenway parklet plans, permit still pending LA County review and approval.
- Status as of October 28, 2024: Geotech field work complete, awaiting soils report for structural and civil design. Continued coordination with County on Greenway parklet plans
- Status as of December 19, 2024: Staff reviewing soils report. Consultant has begun structural design.
- Status as of January 16, 2025: Structural and civil designs are ongoing. Coordination with LA County is ongoing for review of structural elements and for coordination within the parklet area.
- Status as of February 20, 2025: Structural and civil designs are ongoing. Staff and Consultant met with LA County team January 28, 2025, to discuss structural design approach. The consultant is collaborating with LA County designer on the parklet area.
- Status as of March 20, 2025: Staff and consultant to meet again with LA County on March 20, 2025 (today) to discuss approach for design and whether a design-build approach could be reviewable for LA County.
- Status as of April 21, 2025: City soliciting an on-call environmental consultant for review of Initial Study and permitting work. Designer working on structural plans for underpasses and coordinating with LA County on Del Amo parklet area.
- Status as of May 22, 2025: Staff working with Community Development to issue Task Order for an on-call environmental consultant.
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: Contract amendment for the consultant anticipated to go to City Council on September 2,2025. This will allow the consultant to continue with structural design of underpass and bridge structures.
- **Status as of September 18, 2025:** No update

- <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 May 21, 2024, City Council Meeting Agenda.
  - Status as of May 20, 2024: No update.
  - Status as of June 20, 2024: Received approved finance letter from Caltrans for PA&ED phase. City reviewing procurement options for this project to complete design.
  - Status as of July 25, 2024**:** No update
  - Status as of September 18, 2024: Design to be advertised to include curb ramp design, median nose cuts, and other Community-Wide Safety Improvements that were approved in this grant. Project will then be bid as one construction package, which will include already completed Santa Fe Bike Lane design.
  - Status as of October 28, 2024: No update.
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: Drafting RFP
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: No update
  - Status as of August 20, 2025: No update
  - **Status as of September 18, 2025:** No update

Park Improvements

- PW 1368: CARRIAGE CREST PARK REDEVELOPMENT
  - Location: Carriage Crest Park
  - Description: Improve site condition of existing park and develop newly acquired 10-acre parcel for new athletic ballfields (baseball & soccer) with a new dog park, installation of all-abilities playground, renovation to the existing building, construction of new picnic shelters, concession stand, restroom, and walking path.
  - Status: DESIGN
    - Kick off meeting with the designer was conducted in early May to establish a project schedule and verify City's goals & objectives that shall be included in the design.
    - Funds were appropriated by City Council at the June 6, 2023, meeting for the discrepancy of the design cost due to the incorrect amount at the award of design on February 21, 2023, City Council meeting.
    - Designer (RJM) completed the land survey of the site.

- It was discovered by Leighton Associates that further soil testing is needed, which is beyond the current scope of work. The extended scope will require a council agenda item to increase costs and amend the scope of work.
- Staff are still waiting for the fully executed contract to be provided to RJM. The consultant is working in good faith so that the City will issue a purchase order along with the fully executed contract.
- RJM is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
- Status as of October 26, 2023: In progress; concept to be presented to Council by P&R.
- Status as of November 27, 2023: Designer advised to move forward with the concept design to construction documents design phase. Review of first plan submittals is estimated for December.
- Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designers for them to address and include in next submittal (90% Submittal)
- Status as of January 22, 2024: Designer discovered a 69" RCP Storm drain system within a 13-ft easement, owned/maintained by LA County Department of Public Works. City must apply to LACDPW which may allow the City to build on/over said drainage system. If not allowed, the approved layout will need to be reconfigured due to the anticipated restrictions by LACDPW.
- Status as of March 20, 2024: RJM submitted 90% of construction plans. Staff reviewing designs in detail.
    - City staff is waiting for LA County's directions about the 69" RCP under a 13-ft easement that has proposed improvements on it.
    - City staff are waiting for KOA to provide updated traffic study.
    - City staff are waiting for a report from Leighton Consulting to identify soil removal due to contamination.
- Status as of April 29, 2024:
    - The County provided comments for improvements within the easement. They have requested exhibits with details.
    - Traffic Study is complete and warrants a new signal for ingress & egress at the new parking lot towards the southeasterly section of the park.
    - Leighton has unofficially informed us that there is minimal soil that is considered contaminated. They are verifying the lab results to determine if removal is necessary based on the low detection results.
    - Staff provided comments on 90% to the designer.
- Status as of May 23, 2024:
    - Submitted Exhibits per County's requirements. County added items to submit (beyond previous requirements). Designer preparing additional exhibits and scheduled to submit to County by end of May (delayed 3 weeks).
    - Completion of design is contingent on County's approval of proposed work over LA County's Storm Drain easement. LA County's review is a

minimum of five (5) weeks from the latest submittal. Estimated response from County is early July.
    - The newly estimated design completion is early August.
- Status as of June 24, 2024
    - Received comments back from LA County regarding encroachment to easement. Designer to address the last set of comments and expect approval from LA County by early July.
    - Additional soil boring is required in the area where the park marquee sign will be placed. Consultant requesting additional compensation since this is beyond the scope of work.
    - Staff recently received PO for C-Below for exploration of existing petroleum utilities towards the easterly side of the property. Staff is coordinating work with the contractor to be completed by early July. Data will be shared with the consultant to verify any conflicts with proposed improvements.
    - Staff is working with the designer to complete plans by the third week of July for bid advertising.
- Status as of July 25, 2024
    - CEQA approved and project PS&E are ready to be advertised.
    - Invitation for Formal Bids is posted to solicit bids on July 25, 2024.
- Status as of August 26, 2024
    - A pre-bid meeting was conducted to clearly inform interested bidders of the accelerated schedule and high expectations for the project.
    - Several questions were submitted by interested bidders which resulted in a couple addendums. All responses and addendums were provided to the contractor at the appropriate time.
    - Bid opening is scheduled for September 4, 2024.
- Status as of September 23, 2024
    - Bids opened and construction project is recommended to be awarded on the 10/1/24 City Council Mtg.
    - If awarded construction is estimated to start early November to have approximately 9 months of construction
- Status as of October 30, 2024
    - Construction Contract was awarded to Urban Habitat for $23M. Staff immediately circulated the contract for execution.
    - A preconstruction meeting is tentatively set for November 6th in anticipation of issuance of the Purchase Order by end of October.
    - Staff working closely with designers and building and safety for issuance of grading permits. A SWPPP to be provided by the contractor prior to issuance of the Grading Permit. The SWPPP is also required to obtain a WDID from the State website, also as part of the grading permit requirements.
    - Staff is soliciting service from an Environmental Engineering firm to locate an abandoned oilwell. The scope will also involve a leak test and mitigation plans, if necessary.

- Status as of December 19, 2024
    - The city secured services from an environmental engineering firm to research the existing oil well and exploration of the well is underway.
    - Contracts were circulated and approved and a requisition for a purchase order was submitted.
    - The Building Official was adamant that the designer fill and/or sign “Forms A and B”. However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented with an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
    - The city’s labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
- Status as of January 16, 2025
    - Pre-con meetings started
    - Demo permit received
    - Contractors mobilized and installed their storage containers
    - Fencing at site perimeter was installed
    - De-grubbing commenced
    - Removal of existing park equipment started
    - Site investigation of nursery began
    - Methane Investigations are underway
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: Public Safety and Public Works were notified of graffiti on the wall of one of the buildings at Carriage Crest Park (CCP). The contractor will continue grading in the expansion area while the asphalt and concrete issues in that area are resolved. We are also working with the PRC prefab building vendor to incorporate the methane mitigation retrofit measure and obtain approval from Building and Safety. The switchgear lead time is approximately 12 months, and we are working with the contractor to identify alternative solutions to energize the park before project completion.
- Status as of April 21, 2025: Nursery/expansion work started last week and will continue through the end of April. Musco footings, monument sign, and retaining wall work are ongoing. Electrical trench and conduit installation began on April 14, 2025, and is in progress.
- Status as of May 22, 2025: Ongoing construction: over-excavation is in progress. We are encountering numerous pipelines and underground materials and facilities that were not shown in the as-builts.
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: All materials in the nursery area, including asphalt, concrete , CMU walls, and trellis systems, have been removed. A transient pipe was found and removed. The abatement trenches have been backfilled. Over-excavation and grading are ongoing, including over-excavation for the walkway around the existing park building and along the north property line for the CMU retaining wall.

- Status as of August 20, 2025: The southeast parking lot has been compacted. Ongoing grading work continues, along with irrigation and sewer line installation. On the north side/volleyball area, over-excavation and compaction are complete. The walkway has been backfilled and compacted. Haul-off of over-excavated material has begun.
- **Status as of September 18, 2025:** South perimeter fencing has been removed, and the north side fence posts are substantially complete. Dirt export continues, and grading at the Figueroa lot is in progress. Utility work is ongoing in the northwest section and Figueroa lot. The scoreboard footings are ready for concrete, storm drain installation is in progress, and forms with rebar are in place at the north retaining wall. The monument sign potholes have also been backfilled with slurry.

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

- **Status as of September 18, 2025:** County completing punch list items; OHLA requesting final payment; and preparing RFP for Operator for facility.

- PW 1610: FOISIA PARK DESIGN
  - Location: Foisia Park
  - Description: Improve site condition of the existing park with the construction of new stage area, new picnic area, shade structures and new outdoor exercise stations as well as renovations to the athletic ballfields, playground, restrooms, concession building, marquee sign and parking lot
  - Status: DESIGN
    - A kick-off meeting with designer was conducted in early May to establish project schedule and verify City's goals & objectives that shall be included in the design.
    - A job walk with staff and designer (ADL) was conducted on June 14, 2023. The job walk clarified and defined the project's objectives and goals. The Community Services Director and Superintendent were in attendance and provided clear information to the designer with components and features that should be considered for the improvements.
    - ADL is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
  - Status as of October 26, 2023: In progress; concept to be presented to Council by P&R.
  - Status as of November 27, 2023: Designer has been advised to move forward with the concept design to construction documents design phase. Review of 1st plan submittals is estimated for December.
  - Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designers for them to address and include in next submittal (90% Submittal)
  - Status as of March 20, 2024: Concept plan modified to include artwork near the front of the park.
    - The designer is also proposing a concept for a front park marquee sign.
    - 90% of the plans are scheduled to be submitted March 20, 2024.
  - Status as of April 29, 2024: Staff reviewed 90% of submittals. Designer to provide Estimate & Specifications. Advertise for Construction Bid is estimated to be published in June 2024.
  - Status as of May 23, 2024:
    - The designer recently brought our attention to the replacement of electrical switchgear that has outlived its service life. The estimated lead time for the switchgear is 45 weeks from the time of order. The electrical service to the facility needs to be modified for the new switchgear and brought up to compliance with current SCE standards. A pod-mounted transformer shall be installed near the existing power pole (main power source)
    - The designer is wrapping up the design and preparing 100%PS&E for advertising tentatively scheduled June 6, 2024.
  - Status as of June 24, 2024
    - Pre-Bid conference will be held on June 18, 2024.

- An addendum will be sent to address a few items that need further details.
- Bid opening due July 3, 2024.

- Status as of July 25, 2024
  - Bids were opened on July 8, 2024
  - 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, apparently the lowest bidder requested their bid be withdrawn. After further discussions with the contractor and a review of the public contract code with the City Attorney's office, the contractor is continuing to pursue the withdrawal of their bid. All details of the bids and withdrawal of bids have been forwarded to the Director of Public Works for direction.
- Status as of August 26, 2024
  - After a review of the bids, the lowest responsive responsible bidder was identified. Staff prepared an agenda item to award the construction contract to Environmental Construction Inc (ECI). A week later ECI submitted an official request to *withdraw bids*. The 2nd lowest bidder was further evaluated and was eventually concluded to be the "lowest responsive responsible" bidder. Staff to present Award of Contract to PUB Construction Inc for $12,757,062 at the September 17, 2024, City Council meeting.
- Status as of September 23, 2024
  - Project was awarded on the September 17th City Council Mtg to PUB Construction in the amount of $12,757,062. Contracts are routed for signature. Soon after the contract has been approved by the City Attorney, Mayor and City Clerk, it will be routed to Finance for issuance of Purchase Order.
  - Pre-construction meeting will be scheduled soon after PO is issued and followed by start of construction (Notice to Proceed)
- Status as of October 30, 2024
  - Construction Contract was awarded PUB Construction for $12M.
  - A preconstruction meeting is tentatively set for mid-November in anticipation of issuance of the Purchase Order by early November.
- Status as of December 19, 2024
  - Contracts were circulated and approved. The issuance of a purchase order is contingent upon the correction of account numbers, listed in the Public Works council agenda item.
  - Engineering staff were instructed to release the Notice to Proceed (NTP), ahead of the issuance of the Purchase Order.
  - The Building Official was adamant that the designer fill and/or sign "Forms A and B". However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented with an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.

        - The city's labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
    - Status as of January 16, 2025
        - Pre-con meetings started
        - Demo permit received
        - Contractor mobilized and installed their site trailer
        - Fencing at site perimeter and interior was installed
        - De-grubbing commenced
        - Removal of park equipment commenced
    - Status as of February 20, 2025:
        - Continued grading throughout the site
    - Status as of March 20, 2025: Grading continues throughout the site. Electrical underground work is ongoing along with irrigation trenching. Coordinating with the contractor to update electrical as-builts, as the existing as-builts do not match the current site conditions.
    - Status as of April 21, 2025: Musco lights and site lighting work is ongoing. Irrigation line work continues. Pressure tests are ongoing. Seat walls work is ongoing. Ball field # three (3) work is on-going.
    - Status as of May 22, 2025: No update
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: Formwork at the entry plaza is complete and ready for rebar installation. Form and rebar work at Ballfields Two and Three are complete and ready for concrete. New switchgear and pull boxes have been installed in the stage area, which is now ready for final grading.
    - Status as of August 20, 2025: Footings dug for picnic shade structures. Bleacher shade sail footings and anchor bolts in place. Colored concrete poured in at the entry plaza. Ball field three (3) fence modification for scoreboard visibility. Entry plaza concrete poured and finished. Ball field two (2) concrete poured, finished, ready for bleachers. Miracle playground installation underway. Polygon stage structure installation underway.
    - **Status as of September 18, 2025:** The stage structure has seen its frame and shade sail posts installed, and roof installation is underway. The electrical work for the stage structure is complete, with sheet metal roofing work scheduled to begin next week. The picnic shade structure frame has been installed and is now ready for a concrete pour. For recreational areas, bleacher installation is underway, Miracle playground installation is ongoing, and concrete pathway work for Ballfields 1 & 3 is also ongoing. The infield has been cleared for irrigation layout. Regarding irrigation, the installation of laterals, heads, valves, and bubblers is ongoing, and the irrigation subcontractor is actively trenching and running lines through the ballfield areas. Monument signposts have been installed.

- <u>PW 1636: MILLS PARK DESIGN</u>
    - Location: Mills Park
    - Description: Improve site condition of the existing park with construction of new splash pad, outdoor restroom, and an outdoor full-court basketball area as well as renovations to picnic areas, installation of shade structures, marquee sign and parking lot
    - Status: AWARD CONTRACT
        - Six (6) proposals were received in April.
        - Staff reviewed and evaluated all proposals.
        - Negotiations and discussions with the potential design consultant will be finalized by the end of May.

- Staff to award design contract tentatively scheduled for June 20th Council meeting.
- The City Council approved the award of Design Services on June 20th CC mtg to David Volz Design (DVD). Contracts have been sent to DVD for execution.
- Staff is waiting for fully executed contract along with issuance of purchase order to have the Kick-Off meeting with designer.

- Status as of October 26, 2023: Purchase order issued; Design Kick-Off Meeting conducted on October 24, 2023.

- Status as of November 27, 2023: Conducted a Kick-Off meeting with designer to discuss details and expectations for improvements at the park.
- Status as of January 22, 2024: Concept plans were provided by designer. Staff had further comments on the proposed improvements to the building. Staff will be discussing the details with the designer prior to the start of construction plans.
- Status as of March 20, 2024: Designer has provided a 4th version of the concept. This will be the concept they will use to start preparing for construction plans. There's a high probability that additional scope and cost will be requested by the designer due to the scope of work being broadened.

- Status as of April 29, 2024: Designer started construction plans soon after approval of concept plans. 50% plan submittal is estimated to be received in early May.
- Status as of May 23, 2024: Designer provided 60% submittal. Staff is slightly delayed with its internal design review (two weeks)
- Status as of June 24, 2024
  - Design of building expansion is estimated to be completed by December 2024.
  - Completion of site improvements will be ahead of the building expansion.
  - Staff is working with the designer to phase out construction in two stages.
  - A separate scope will be provided to the architect for the expansion of the building.
- Status as of July 25, 2024
  - The concept design for façade improvements of the building were received and shared with Parks staff for review and comments.
  - Site plan improvements, 100% PS&E are in its final stage and scheduled to be advertised for bids (IFB) by early August.
- Status as of August 26, 2024
  - Mills Park Project has been divided into two separate projects. Building Renovation Improvements will be assigned a different project number from Site Improvements Project No. 1636.
  - Site improvement was advertised on August 8, 2024.
  - Prebid meeting was held on August 14, 2024.
  - Several questions were submitted by interested bidders which resulted in a couple addendums. All responses and addendums were provided to the contractor at the appropriate time.
  - Bid opening is scheduled for September 4, 2024.
  - Status as of September 23, 2024
    - Bids opened and construction project is recommended to be awarded on the 10/1/24 City Council Mtg.
    - If awarded construction is estimated to start early November to have approximately 6 months of construction

- Status as of October 30, 2024
    - Construction Contract was awarded to MBC Enterprises for $3M. Staff immediately circulated the contract for execution.
    - A preconstruction meeting will be scheduled once the release of PO has been determined.
- Status as of December 19, 2024
    - The Building Official was adamant that the designer fill and/or sign "Forms A and B". However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented with an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
    - The city's labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
- Status as of January 16, 2025
    - Revised and finalized SWPPP and determined no LID required
    - Finalizing the grading permit requirements with designer and Bldg. & Safety
    - Purchase Order issued
    - Pre-construction tentative for the week of Jan 20th.
- Status as of February 20, 2025:
    - Pre-Construction meeting held on January 23,2025
    - Notice to Proceed issued effective February 17, 2025, and mobilization began February 18, 2025
    - Demolition is underway
- Status as of March 20, 2025:
    - Demolition to be completed by March 21,2025.
    - Survey for rough grading & rough grading be completed by end of March
    - Soils sample testing & underground utilities & trenching through March 4, 2025.
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- Status as of July 24, 2025:
    - Excavation for retaining walls, drainage infrastructure, and installation of underground electrical conduits and light pole foundations completed as well as grading for both the sidewalks/walkways and basketball court areas are completed.
    - Over 65% of the conc seating walls as well as basketball court walls are installed, drainage lines are completed as well as light poles and fixtures are installed.
    - Basketball court is graded and ready for conc pour.

- Change orders for unexpected underground utility conflicts impacting electrical, drainage, and shade structure footings over picnic areas were processed and are 90% completed.
- The basketball court is graded and prepared for concrete pour. Over10% of the walkway is prepared for concrete pour.

  - Status as of August 20, 2025:
    - The basketball court concrete pour has been completed.
    - The walkway around basketball court, wall "A" to the left of circular planter, and walkway between fitness area and playground is formed and rebar installed and will be poured on August 21,2025.
    - Circular planter in the middle of the wall A is formed and ready for concrete pour.
    - Miscellaneous work such as subgrade compaction test at playground area, installation of rebar for curb south pf playground have been completed and concrete pour for said south curb is scheduled for August 22, 2025.
    - **Status as of September 18, 2025:** The walkway around basketball court was poured and later rejected due to the inconsistencies in the concrete finishes, grades, and presence of bird baths and numerous cracks developing. This work is currently being removed and replaced.
      - Marian Landscaping subcontractor was installing some irrigation main lines
      - A Notice of default was sent to MBC (Contractor) citing the non-performance issues due to lack of acceptable progress rate, and failure to submit a detailed and satisfactory recovery schedule despite numerous notices provided to the Contractor. Additionally, concerns regarding the contractor's lack of financial capacity in procuring required materials and requesting the City to help procuring such materials via joint checks, as well as failure to maintain required insurance coverage without lapse of policy impeding continuous work and access to the job site.
      - The City has decided to repackage the remaining work and advertise it in order to secure a new contractor to take over the work.

- <u>PROJECT NO. 1795: 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.
  - Status as of October 30, 2024
    - The consultant has provided 90% submittal. Staff will review for final revisions and package plans/specs for bidding.
  - Status as of December 19, 2024
    - The design consultant's previous submittal was not at 90% completion. There were several missing details. The designer is working on addressing these items as well as providing specifications to resubmit at actual 90% completion.

- Status as of January 16, 2025
  - Progressing PS&E from 60% to 90%
  - Prepared and determined no LID required
  - Obtaining proposal for constructability review
  - Finalizing the permit requirements through designer and Bldg. & Safety
- Status as of February 20, 2025:
  - 100% PS&E submitted by the design Consultant BOA
  - Finalize the constructability; review Task Order and, issued NTP for review
  - Constructability review currently underway
- Status as of March 20, 2025:
  - Constructability review completed on March 6, 2025.
  - Constructability review forwarded to Design Engineer on March 6, 2025.
  - Design consultant anticipates resubmittal on March 31, 2025.
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- Status as of July 24, 2025:
  - Project advertised on April 24, 2025. Bids were opened on May 22, 2025. The bids were recommended to be rejected by the Purchasing Manager and concurred by the City Attorney due to irregularities and non-responsiveness of bidders.
  - The project will be re-bid after the bids are formally rejected. The bids were rejected on the council meeting day of June 17, 2025.
  - Currently the project scope is being revised to include replacement of existing additional AC unit and electrical circuit boards, as well as addition of two electric vehicle charging stations with estimated submittal of end of August.
- Status as of August 20, 2025:
  - After further investigation, the City staff determined that the existing AC unit is a newer one and does not need to be replaced. Additionally, due to the small size of the existing parking lot, it has been decided to not install the two proposed electrical vehicle charging stations.
  - The project plans and specifications are being revised currently to streamline to obtain consistent bids with additional language to avoid unnecessary time extension and change orders.
  - Project is scheduled to be advertised mid-August and awarded by end of September.
- **Status as of September 18, 2025:** Project was reviewed and changes were made and it was readvertised on August 27, 2025, with a bid opening date of September 18, 2025.
  - After the new development unfolding on Mills Park Site project in respect to MBC, the City decided to repackage and advertise the Mills Park Site project as an addendum to the existing Mills Park BLDG Renovation Project. As such, the bid-opening is postponed to October 15, 2025, to allow for reassessing and repackaging the remining work and issuing an addendum to perform such work as a separate package under same advertisement by the newly awarded Contractor.

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

Building Improvements

- PW1632: COMMUNITY CENTER COILING WALL
  - Location: Carson Community Center – 801 Carson St.
  - Description: Removal and replacement of existing coiling wall at Community Center Hall A, B, and C. Renovations shall include, at a minimum upgrade to bring the facilities up to current standards and applicable California Building Code (CBC) standards. The project also includes upgrades to the existing lighting and sound system in Hall A, B, and C.
  - Budget: $1,700,000.00
  - Status as of December 21, 2023: CONTRACTOR PROCUREMENT
    - Bids Came in at $3,450,000, evaluating bids.
    - One option is to do a reduced scope to only include the walls.
    - Going to City Council on January 9, 2024.
  - Status as of February 15, 2024: In conversation with the architect to divide the project into two.
  - Status as of March 18, 2024: New task order being sent out to divide project into two.
  - Status as of April 24, 2024: No update
  - Status as of May 15, 2024: BOA has submitted a proposal for the work.
  - Status as of June 24, 2024: BOA has submitted plans to Building and Safety for review, BOA has received comments back from Building and Safety and is addressing.
  - Status as of July 25, 2024**:** No update
  - Status as of October 30, 2024: Caltec is addressing submittal comments and issued a request for Substitution, plan to be completed with Project June 2, 2025.
  - Status as of December 19, 2024: Caltech is beginning to demo on December 23,2024.
  - Status as of January 16, 2025: Caltech is working through abatement and scheduling issues.
  - Status as of February 20, 2025: Abatement has been completed. Contractor is currently scheduled to be done by the end of July, with the most up-to-date approved schedule.
  - Status as of March 20, 2025**:** No update
  - Status as of April 21, 2025: Project is currently on schedule, coiling wall has been removed. Currently working on steel structure and framing.
  - Status as of May 22, 2025: Project is currently running on schedule; scheduled completion date is mid-July.
  - Status as of June 18, 2025: Project on schedule to be completed by mid-July.
  - Status as of July 24, 2025: Project is substantially complete.
  - Status as of August 20, 2025: Final punch list walk happened on August 20, 2025; minor items remain. Close-out is in process.
  - **Status as of September 18, 2025:** Contractor to finish painting the ceiling; project close-out is in progress.

- 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 December 19, 2024: No update
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: No update
- Status as of April 21, 2025: Compliant MCH-2 forms have been submitted to Building and Safety. The remaining MCH forms will be submitted after the project is closed out.
- Status as of May 22, 2025: No update
- Status as of June 18, 2025**:** No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: No update
- **Status as of September 18, 2025:** No update

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

- PW1720: ELEVATORS AT CITY HALL AND COMMUNITY CENTER
  - Location: City-Hall and Community Center
  - Description: Refurbish and Modernize Elevators at the Community Center and City Hall due to end-of-service life and maintainability. Elevators will be out of service during the active repair work for a duration of less than three months.
  - Status: CONSTRUCTION IN PROGRESS

        - Contracts for construction are being routed for signatures.
        - Working with vendors to meet the insurance requirements.
        - Status as of October 26, 2023: Plans were approved by Building and Safety on 7/28/23. Staff is preparing bid documents and is planning to advertise project by November 2023.
    - Status as of April 24, 2024: No update
    - Status as of May 20, 2024: No update
    - Status as of July 25, 2024: No update
    - Status as of August 26, 2024: No update
    - Status as of December 19, 2024: No update
    - Status as of January 16, 2025: No update
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: No update
    - Status as of April 21, 2025: No update
    - Status as of May 22, 2025: No update
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: No update
    - Status as of August 20, 2025: No update
    - **Status as of September 18, 2025:** No update

- PW 1726/1727: COMMUNITY CENTER COURTYARD & EAST PARKING LOT
    - Location: Community Event Center
    - Description: Construction of Courtyard, outdoor amphitheater stage, wedding venues and installation of shade structures.
    - Status: DESIGN
        - Kick off meeting with the designer was conducted in early May to establish a project schedule and verify the City's goals & objectives that shall be included in the design.
        - A job walk with staff and designer (ADL) was conducted on June 6, 2023. The job walk clarified and defined the project's objectives and goals. Community Services Superintendent and Supervisor were very informative to the designer with components and features that should be considered for the improvements.
        - ADL is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
        - Status as of November 27, 2023: Designer has been advised to move forward with the concept design to construction documents design phase. Review of 1st plan submittals is estimated for December.
        - Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designers to address and include in next submittal (90% Submittal)
        - Status as of March 20, 2024: 90% of the Plans were submitted and currently in review by Engineering, Maintenance, Building and Safety and Planning.
        - Status as of April 29, 2024:
            - Staff returned 90% back to designer. The plans were missing information and staff deemed it to be at 60% level rather than 90% completion.

- The designer is expected to resubmit it in early May.
- Project is estimated to advertise for bidding around mid-June.

- Status as of May 20, 2024: No update
- Status as of July 25, 2024: Bids are due to open on July 30, 2024.
- Status as of August 26, 2024
  - Bids opened on July 30, 2024, and the apparent lowest bidder withdrew bids a week later bid opening. The second lowest bidder (PCN3) was deemed responsive and responsible bidder with an amount of $9,989,558.
  - The award of construction contract is scheduled for September 17, 2024, the City Council Meeting.

- Status as of September 23, 2024
  - Project was awarded on the September 17th City Council Mtg to PCN3 Construction in the amount of $9,989,558. Contracts are routed for signature. Soon after the contract has been approved by City Atty, Mayor and City Clerk, it'll be routed to finance for issuance of Purchase Order.
  - Pre-construction mtg will be scheduled soon after PO is issued and followed by start of construction (Notice to Proceed)
- Status as of October 30, 2024
  - The Pre-construction mtg was conducted and contractor was issued a NTP effective Oct 28, 2024.
  - Contractor started to place fence around the perimeter of the work zone and have moved in the work trailer at the southerly end of the community center.
  - Project team have been reviewing various submittals provided by the contractor.
  - Application for WDID has been submitted to the State's website waiting for issuance.
- Status as of December 19, 2024
  - The Building Official was adamant that the designer fill and/or sign "Forms A and B". However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented with an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
  - The city's labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
- Status as of January 16, 2025
  - Demolishing and hauling away construction waste
  - Finalizing the bypass system for the existing irrigation network
  - Over-excavation and rough grading-small and large courtyards
  - Rough grading and surveyor verifying rough grading- small and large courtyards
  - Marking and digging trench for UG utilities- small and large courtyards
  - Laying fabric & placing ¾" gravel- East Parking lot
  - Forming and pouring zero curb- East Parking lot
  - Installing new conduit for electrical wiring to the existing light pole- East Parking lot

- Status as of February 20, 2025:
  - East Parking Lot installation of fabric and 3/8" aggregate as well as forming and pouring of the light pole footing, and forming rebar and pouring concrete for bollard poles, and installing pavers
  - Large courtyard venue and stage excavation for underground storm pipe installation, surveying to stake the walls.
  - Small Courtyard Venue excavation for underground storm pipe installation underway.
- Status as of March 20, 2025:
  - East Parking Lot pavers are installed, and compaction is underway. Asphalt patching & striping to be completed by end of March
  - Small courtyard storm drains piping installation & underground electrical conduits to be completed by end of March and start of wall footing in first week of April
  - Large courtyard and venue storm drains piping installation & retaining wall footings to be completed by end of March, underground electrical conduits and shade poles footing to get underway in April.
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- Status as of July 24, 2025:
  - Installation of underground electrical conduits, placement of the transformer and electrical cabinets, and concrete pours for sections of the walkways, ADA-compliant and circular ramps are completed.
  - The seat wall in the smaller courtyard has been formed and poured, and the CMU wall enclosing the small courtyard is 75% complete.
  - Additionally, drilling for sail footings at the Daycare Center is completed, poured and post for shade structures installed.
  - Change orders issued and completed due to unforeseen underground utility conflicts, extension of retaining walls not included in the original scope and realignment of a portion of the existing 24" storm drain system due to interference with the infiltration/detention chambers as well as water main interference with the chamber re-route was completed.
  - Chambers installed, backfilled and tested for compaction.
  - Concrete for the stage area is poured as well as half of the seating area to the left of stage and walkway leading to the stage is poured.
  - Shade sails foundation and posts are installed.
  - Irrigation lines within the planters are being installed as well as the fencing posts behind the stage installation currently underway.
- Status as of August 20, 2025:
  - Concrete pouring for the seating area in front of the stage has been completed and the tile pavers for walkway leading to the stage have been installed.
  - The tile pavers on the sand within the walkways from the atrium to the small courtyard entrance are being installed and are 50% complete.
  - Polygon posts caps over stage are being installed
  - Traffic control plan for closing of the Civic Center drive is under review for stationing the crane to install the fabric shade structure over the seating areas

        - Grading is underway for the North Plaza entrance and transition of the preserve area to the proposed walkways leading to the stage seating area and small courtyard
        - Pergola posts for large courtyard area are being installed
        - Bollard light bases are being installed around the walkway leading to the atrium north side of the stage seating area
        - The walls for the small courtyard area (3 Sides), and the planters have been completed.
        - The water wall submittal has been approved, and the installation is scheduled for the last week of August.
    - **Status as of September 18, 2025:** Polygon posts and frame structure over the stage have been installed utilizing a crane. The contractor is working to install the remainder of metal sheeting of the Polygon
        - The tile pavers on the sand within the walkways in between the small courtyard and large courtyard is being completed. The Oval planters are placed in this area and getting ready for plantation
        - Concrete for half of the walkway at the south entrance was poured
        - Grading is being completed at the south entrance and under the proposed retaining wall surrounding the future storage shed
        - Grading is underway in the small courtyard for concrete slab under the tiles
        - Marina subcontractor is preparing testing the new irrigation lines and getting ready to finalize grading, amending the soil in preparation for planting
        - The gate walls at the entrance and exit to the small courtyard are being completed
        - The water wall and fountain basin construction are underway in the small courtyard and the fountain basin frame and plumbing are being completed and getting ready to pour concrete for the basin.

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

- Status as of March 20, 2025: No update
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: No update
- **Status as of September 18, 2025:** No update

- PW1786: CITY HALL RESTROOM AND KITCHENETTE UPGRADES
  - Status as of May 20,2024: Material palette for all restrooms and City Council break room was selected on 5/14/2024. Estimated accelerated project schedule is as follows:
    - 100% Construction Drawings June 2024
    - Submit to Building and Safety for Plan Check June 2024
    - Advertise July 2024
    - Award Construction Contract August 2024
    - Execute Contract and Issue Purchase Order August 2024
    - Preconstruction and Material Order August 2024
    - Re-locate Staff August 2024
    - Start Construction (2nd Floor and Council Area) September 2024
  - Status as of June 20,2024: Plans were submitted to Building and Safety on June 12,2024. Restroom floor plans for the North, East, and South wing need to be revised to accommodate door clearance requirements.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: Staff will present Staff Report with File ID #2024-0708 on September 17, 2024, City Council Meeting to award a construction contract to Caltec Corporation. The estimated construction start date is October 2024.
  - Status as of October 30,2024: Contractor started construction on 10/30/2024. The estimated completion date is March 2025.
  - Status as of December 19, 2024**:** No update
  - Status as of January 16, 2025**:** Ongoing construction in second floor lobby restrooms with estimated completion of March 2025. The estimated construction start date on first floor North and East wing restrooms is end of March 2025. Staff is preparing contract Amendment No. 1 to request additional funding for unforeseen conditions. Unforeseen conditions include mold remediation, asbestos abatement and air quality inspections, design modifications, improvements to existing electrical, plumbing, and framing.
  - Status as of February 20, 2025: Second floor lobby restrooms estimated to be complete at end of February 2025. Construction to begin on the first floor of the North and East wing restrooms in the first week of March 2025.
  - Status as of March 20, 2025: Project is currently on hold until staff is given clarification on which proposed design revisions will be approved by city management. Changing the completed toilet partitions in the second-floor lobby restrooms will include a 6-to-8-week lead time on material only, does not include installation. Re-designing the council single-person restroom, break room, and first-floor restrooms will cause further delays to the project. Staff cannot provide an updated schedule for proposed design revisions until the re-design is complete, and the new finished material is selected.
  - Status as of April 21, 2025: Staff have been directed to redesign the toilet compartments of the second-floor lobby restrooms. Additionally, all first-floor restrooms, council single

restroom, and council break room of City Hall will be going through a redesign phase per City of Carson Mayor and city management.

- Status as of May 22, 2025: Preliminary redesign of first floor North and East wing restrooms has been completed. Preliminary redesign of the Council single restroom and break room to be completed on May 23, 2025.
- Status as of June 18, 2025: No update.
- Status as of July 24, 2025: Construction plans for redesign were completed on July 18, 2025. Staff anticipate re-starting construction in August 2025.
- Status as of August 20, 2025: Redesign plans are complete and approved by building and safety. Staff is reviewing the added costs from the contractor for all the redesigned items.
- **Status as of September 18, 2025:** Project is currently on hold due to cost proposal from contractor for redesign plans. Redesign plans include layout and material modifications to all 1st floor restrooms and kitchenettes, council break room and single restroom. Staff recommend keeping the original layout and material finishes per bid documents or limiting the design changes to only the council break room and single restroom.

- PW1787: CITY HALL 2ND FLOOR CARPET UPGRADES
- Status as of May 20,2024: Staff is proposing to advertise project in August,2024. Construction will start after Project No. 1786; second floor scope of work has been completed.
  - Status as of June 20,2024: No update
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: Staff will present Staff Report with File ID #2024-0746 at September 17, 2024, City Council Meeting to award a construction contract to Rod-West Floor Covering LLC. The estimated construction start date is October 2024.
  - Status as of October 30,2024: Contractor to start resurfacing the concrete bands in November 2024 and the carpet replacement in December 2024.
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: Ongoing construction. Carpet installation at the first-floor lobby to be completed after the concrete band has been resurfaced. Selection of color and finish of concrete band is pending. The estimated project completion date is February 2025.
  - Status as of February 20, 2025: Remaining carpet and punch list items to be completed in March 2025.
  - Status as of March 20, 2025: Staff is working on punch list items with contractor. Carpet adjacent to display case will be complete by end of March 2025.
  - Status as of April 21, 2025: Contractor has completed the installation of carpet and base throughout the second floor, first-floor lobby, and the southwest stair exit corridor of City Hall. The contractor has resurfaced the concrete band throughout the first floor of City Hall. Staff are working with the contractor to address final punch list items. On April 9, 2025, staff were verbally directed to continue the carpet installation in the Council Chambers. Estimated lead time and delivery for carpet is between six - eight (6-8) weeks after shop drawing approval. Staff have directed the contractor to move forward with shop drawings and procurement of the carpet material for the Council Chambers. The estimated carpet install date in Council Chambers is June 2025.
  - Status as of May 22, 2025: Additional carpet for the Council Chambers is expected to be delivered and installed in August 2025.
  - Status as of June 18, 2025: No update.
  - Status as of July 24, 2025: Carpet fabrication to be completed on July 25, 2025. Contractor to receive material week of July 28, 2025, and start installation after the first City Council meeting in August. Carpet installation to be completed in August 2025.

- Status as of August 20, 2025: The carpet and base in the Council Chambers have been installed. Staff is working with contractors to address punch list items.
- **Status as of September 18, 2025:** Carpet installation in the Council Chambers is complete. Contractor has addressed punch list items. Staff will begin close-out of the project.

OPERATIONS AND MAINTENANCE DIVISION

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

PROJECT: CONCRETE SIDEWALK GRINDING

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

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

PROJECT: ANNUAL CITYWIDE PAVEMENT MAINTENANCE

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

- Status as of March 20, 2025: Citywide paving is scheduled to start mid to late April.
- Status as of April 21, 2025: Phase Five is still on schedule to begin work mid to late April.
- Status as of May 22, 2025: Phase Five is currently underway. The streets for Phases Six (6) and Seven (7) have been shared with the contractor.
  Status as of June 18, 2025: Currently working on Phases 6 and 7 of the Annual Citywide Paving Maintenance Project.
- Status as of July 24, 2025: Phases 6 and 7 are complete. Stripping is being completed, along with finishing touches to the roadway.
- Status as of August 20, 2025: Phase 8 of the Annual Paving Project is scheduled to begin in late September.
- **Status as of September 18, 2025:** The Annual Paving project has been re-scheduled to start at the end of October.

- PROJECT: ANNUAL CITYWIDE CONCRETE MAINTENANCE
  - Status as of May 20, 2024: Contractor assigned a list of (backlog) priority locations to complete throughout the city.
  - Status as of June 20, 2024: Contractor is working through the backlog priority locations.
  - Status as of July 25, 2024: Preparing list of backlog locations in Districts Three (3) and Four (4) for contractor to be assigned on August 1, 2024.
  - Status as of August 26, 2024: Contractor completed previous list of locations on July 30, 2024. A new list of locations for CJ Concrete is being compiled to be sent on August 29, 2024; work is anticipated to start within two weeks from that date.
  - Status update as of Oct 10, 2024: List of locations completed in districts 1,2,3 and 4.
  - A list of new locations in districts 1, 2, 3 and 4 of (backlog) service request/work orders will be assigned to CJ Concrete anticipated for Mid-November 2024.
  - Status as of December 19, 2024: Backlog locations in Districts One (1) and Three (3) have been completed. Contractor to be assigned to Districts Two (2) and Four (4) in January 2025. A new list of locations in all four Council Districts will be provided to the contractor per the contract budget up to June 2025. The contractor will use a two-to-three-week rotation for the seven maintenance zones. Service requests for any sidewalk hazards will be addressed immediately.
  - Status as of January 16, 2025: Contractor completed the backlog locations in Districts 2 and 4. A new list of locations in all four of the districts will be provided to CJ Concrete per contract budget up to June 2025.
  - Status as of February 20, 2025: CJ Concrete completed the list of locations provided to them in Districts 1 and 2 during this period.
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025**:** No update
  - Status as of August 20, 2025: The next project, scheduled to begin in late August, will be completed by the Public Works Concrete Crew.
  - **Status as of September 18, 2025:** No update

- ENVIRONMENTAL SERVICES-ONGOING
  - Perform weekly patrol to identify and coordinate removal of illegal dumping, hazardous waste, and proper removal for bulky items.
  - Monitoring construction & demolition projects for residents & businesses
  - Monitoring of median maintenance contractor citywide; provide maintenance directions as needed.

- Monitoring of abatement contractor and assign weed, debris, graffiti, and trash abatement citywide.
- Monitoring of street sweeping contractor.
- Perform Inspections & enforcement for SB 1383 – Organic Recycling, Edible Food Recovery, Food Recovery Organizations and Food Recovery Services
- Interface with LA County Hazardous Waste Team to identify Haz. Mat. Items in the Right of Way
- Process Construction & Demolition documents through interaction with business owners and residents.
- Status as of April 21, 2025: E-waste & Paper Shredding event taking place on May 3, 2025.
- Status as of May 22, 2025: Inspections for SB1383 are completed. Sanitation officers are following up. Monitor sidewalk sweeping. On-going
- Status as of June 18, 2025: Daily surveying of districts 1-4, identifying illegally dumped items, bulky items, and illegal bins. Continuing to perform inspections and enforcement for SB 1383- organic recycling, edible food recovery, food recovery organizations, and food recovery services. Prepare/ Update/ Closeout 311 request/ work orders for sanitation areas. Assist PW answering phone lines and routing calls and requests. On-going
- Status as of July 24, 2025: Perform inspections and enforcement for SB 1383- Organic waste and recycling, edible food recovery, food recovery organizations and food recovery services. Interface with LA County Hazardous Waste Team to identify Hazardous Materials items in the right-of-way. E-mail Waste Resources daily sanitation requests.
- Status as of August 20, 2025: Daily surveying of districts 1-4 includes identifying of illegally dumped items, bulky items, illegal bins. Prepare/Update/ Close out 311 orders for Sanitation areas. Process construction and demolition forms through interaction with business owners and residents. Process organic recycling forms through interaction with business owners. Update implementation record for Cal Recycle.
- **Status as of September 18, 2025:** Performing Hot spot inspections on Wilmington between 213th and Carson Street.
- Environmental Services is preparing for E-Waste event on October 18th from 8am- 12pm. This event is in partnership with Waste Resources, Assemblyman Mike Gipson's Office, and Assemblyman Josh Lowenthal's Office.

- <u>MAINTENANCE: CONCRETE & ASPHALT</u>
  - Location: Citywide
  - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventive maintenance to ensure safe and cost-effective operations
  - Status as of April 24, 2024:
    - Aggregate base and pavement maintenance are being performed on Lomita Boulevard.
    - In preparation of the upcoming scheduled slurry seal projects, the team is doing asphalt patching and crack sealing in the designated locations.
  - Status as of May 20, 2024
    - Pavement maintenance being performed on Lomita Boulevard
    - Preparation of the upcoming scheduled slurry seal projects, in June, the team is doing asphalt patching and crack sealing in the designated locations.
  - Status as of July 25, 2024
    - The team has completed the slurry sealing projects along with asphalt patching and crack sealing in designated locations. Special concrete projects have been undertaken by our team at Anderson and Carson Parks.
  - Status as of Sept. 30, 2024

- Pavement maintenance is being performed on Lomita Boulevard, ongoing maintenance and monitoring until CIP project takes place in 2025.
- Preparation of the upcoming scheduled slurry seal projects, the team is doing asphalt patching and crack sealing in the designated locations. Update: All slurry seal preparation tasks were completed mid–July 2024.
- Our team continues to work on special concrete projects still in progress at Anderson Park – assignments completed October 10, 2024.

- Status as of December 19, 2024
  - The contractor will use a two-to-three-week rotation for the seven maintenance zones. Service requests to address large potholes, deteriorated surface areas and/or sinkholes due to sub-grade/base failures will be addressed immediately.
  - Temporary asphalt ramping will be used to eliminate sidewalk deviations for safe pedestrian travel until permanent concrete repairs can take place.
- Status as of January 16, 2025
  - Ongoing asphalt & concrete pavement maintenance and repair tasks by maintenance zones 1-7 on a 2 to 3 weeks rotation per maintenance zone. Also, immediate repair by service requests to eliminate known large potholes that pose hazards, deteriorated surface areas and/or sinkholes due to sub-grade/base failure or from undergrade structure failures.
  - Temporary asphalt ramping to eliminate sidewalk deviations immediately for safe pedestrian travel until permanent concrete repairs can to place.
  - Vegetation and debris abatement/illegal dumping removal citywide.
- Status as of February 20, 2025:
  - On-going maintenance, repair/replacement of asphalt pavement sections maintenance zones 1-7
  - Sidewalk inspection per maintenance zones 1-7 grinding, ramping for safe pedestrian travel and/or replacement
  - On-going temporary repairs on Lomita Blvd. until CIP project takes place
  - Respond and address service requests city-wide for pavement, sidewalks/curb & gutter, illegal dumping and overgrown vegetation by priority.
- Status as of March 20, 2025:
  - Asphalt crew is currently working paving Del Amo eastbound from Main Street to Kay Calas bridge.
  - Concrete is finishing up concrete maintenance on Broadacres.
- Status as of April 21, 2025: Northbound Figueroa between Del Amo Blvd and I405 concrete, curb and gutter project scheduled for completion on April 24, 2025. Del Amo Blvd from Main Street to Kay Calas Bridge concrete project is scheduled for completion on April 23, 2025.
- Status as of May 22, 2025: Continued sidewalk maintenance from service request and work orders and service request. On-going
- Status as of June 18, 2025: Currently removing and replacing sidewalks around Caroldale Elementary and 224th St now that school is out. Poured concrete at Calas Park in preparation for resurfacing pickle ball court. On-going
- Status as of July 24, 2025: City crew continue to address sidewalk and pothole repairs, with city crews working in districts on a rotating basis every two weeks.
- **Status as of August 20, 2025:** The Public Works Concrete Crew will be starting the largest in-house project to this date, on University Avenue. The project will begin at Pepperdine and extend right before Central. This major effort highlights the capacity of our in-house crew and will significantly improve accessibility and safety along University Avenue. See details below:
  - Sidewalks: 10 feet wide on the Dominguez side of the street

- Curb:8 inches high
- Project Lenth: 3,000 linear feet (Approximately three-quarters of a mile)

- **Status as of September 18, 2025:** Concrete crew has begun working on installing sidewalks along University Avenue. Project is on-going.
- Sidewalk cleaning update: Abatement crew will be pressure washing sidewalks on Carson Street between Perry Ave and Martin Street as needed.

- MAINTENANCE: SIGNING & STRIPING AND GRAFFITI ABATEMENT
  - Location: Citywide
  - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventative maintenance to ensure safe and cost-effective operations.
  - Status as of October 2024:
    - Traffic sign asset management underway (over 5,000 traffic signs) on the main arterial streets throughout the city. Replacements, upgrades per CA-MUTCD and repairs.
  - Status as of May 20, 2024:
    - Curb painting maintenance citywide.
    - Fabricate and install new traffic signs per approved engineered traffic plans at various locations.
    - ONGOING-Sign Shop-Fabricate traffic signs per California-Manual on Uniform Traffic Control Devices (CA-MUTCD) to replace deteriorated or obsolete signs that have surpassed their life expectancy and no longer have the proper reflectivity per MUTCD standards.
    - Prepare for annual (in-house) citywide restriping to start by Mid-Nov. to early Dec. 2024 weather permitting.
  - Status as of July 25, 2024
    - Layout and re-striping of newly slurry sealed streets city-wide.
  - Status as of August 26, 2024
    - Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).
    - Fabricate and install new traffic signs per work orders from city engineering division and service requests from the public regarding damaged and missing signage.
  - Status as of December 19, 2024
    - Layout and re-striping of newly slurry sealed streets city-wide.
    - Ongoing:
      - Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).
      - Fabricate and install new traffic signs per work orders from the Engineering Division and public service requests.
  - Status as January 16, 2025:
    - Curb painting maintenance citywide.
    - Fabricate and install new traffic signs per approved engineered traffic plans at various locations.
      - **ONGOING**-Sign Shop-Fabricate traffic signs per California-Manual on Uniform Traffic Control Devices (CA-MUTCD) to replace deteriorated or obsolete signs that have surpassed their life expectancy and no longer have the proper reflectivity per MUTCD standards.
      - Annual (in-house) citywide restriping will start after winter months winter months.

- Status as of January 16, 2025:
  - Layout and re-striping of newly slurry sealed streets city-wide, weather permitting.
    - **ONGOING**
    - Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).
- Status as of February 20, 2025: Ongoing
  - Fabricate and install new traffic signs per work orders from city engineering division and service requests from the public regarding damaged and missing
  - Graffiti Abatement citywide
  - Restore/maintenance pavement markings per maintenance zones 1-7
- Status as of March 20, 2025:
  - Fabricate and install new traffic signs per work orders from city engineering division and service requests from the public regarding damaged and missing
  - Graffiti Abatement citywide
  - Restore/maintenance pavement markings per maintenance zones 1-7.
- Status as of April 21, 2025: Ongoing
- Status as of May 22, 2025: Phase five of street maintenance has started. Layout and re-stripping of newly sealed streets will continue. On-going
  Status as of June 18, 2025: Continue to remove citywide graffiti. Red curb installation/ refresh around City Hall. Refresh/ paint yellow school zones. On-going
- Status as of July 24, 2025: Continued efforts are underway to remove graffiti citywide, refresh curbs, repaint as needed, and re-fresh school yellow zone markings.
- Status as of August 20, 2025: Responding to engineering request for ADA parking installations, and red curb designations to improve accessibility and traffic safety. Initiation of the annual restriping program for major streets throughout the city.
- **Status as of September 18, 2025:** Street sweeping signs will be installed on Wilmington between 213th and Carson Street to allow for weekly cleaning.

<u>TREE MAINTENANCE: TRIMMING CITYWIDE</u>

- The city contract for tree maintenance is scheduled to expire in the Fall of 2024. Staff are gathering information to create an RFP.
- In-house tree crew working on (backlog) work order/service requests in all maintenance zones (1 – 7).
- In-house tree crew maintain newly planted trees according to tree watering route.
- West Coast Arborist (city contractor) is currently working on the maintenance tree route.
- Status as of late July 2024: Special tree planting projects started at Carson Park
- Status as of August 26, 2024: Special tree planting was completed as scheduled.
- Status as of December 19, 2024: West Coast Arborist (city contractor) is currently working on the maintenance tree routes.
- Status as of February 20, 2025:
  - Tree pruning by city contractors in tree maintenance zones
  - In-house tree crew performing maintenance per maintenance zones 1-7
  - City crew planting new trees in locations where trees have been removed or need to be replaced
  - Respond and address tree service requests city-wide
- Status as of March 20, 2025:
  - Tree pruning by city contractors in tree maintenance zones
  - In-house tree crew performing maintenance per maintenance zones 1-7
  - City crew planting new trees in locations where trees have been removed or have died
  - Respond and address tree service requests city-wide
- Status as of April 21, 2025: No update

- Status as of May 22, 2025: As trees are being removed, the crew is also planting replacement trees. The tree crew follows a weekly schedule to water newly planted trees, ensuring their successful establishment and healthy growth. On-going
- Status as of June 18, 2025: Partnering with West Coast Arborist (WCA) to pick up and plant trees on Figueroa Street. Water trees citywide. Staff will be using the water trailer and the water tanker.
- Status as of July 24, 2025: Chinese Pistache trees planted on Eddington Dr. Planting of 19 Crepe Myrtle and Pink trumpet trees are pending approval on 224th St. Progress continues with daily trimmings throughout districts.
- Status as of August 20, 2025: Continue trimming of trees at parks and throughout maintenance zones for safety, visibility, and tree health. Planting Crepe Myrtle, Pink Trumpet, and Strawberry trees to fill vacancies. City-wide tree watering continues to be a primary focus to support and maintain the health of newly planted trees.
- **Status as of September 18, 2025:** Tree trimming at Anderson Park has been completed in preparation for the Jazz Festival. Crews are trimming trees at Dominguez Park for the Country Western Festival. Next, crews will begin trimming Carson Park Palm and Coral trees.

FLEET AND FACILITIES MAINTENANCE DIVISION

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

- PW1640: PARK PLAYGROUND RUBBERIZED SURFACE REPLACEMENT
  - Location: All Parks that have rubberized play surfaces. Dolphin Park excluded.
  - Description: Replace the damaged and worn-out rubberized play surface at all parks
  - Status: ON HOLD
    - City staff have used all available materials and are preparing a Purchase Order for additional materials to continue repair work.
  - Status as of July 25, 2024: ON GOING
  - Status as of August 26, 2024: ON GOING
  - Status as of April 21, 2025: City staff continue to patch deteriorated areas at playgrounds city wide.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: City staff continue to patch deteriorated areas at playgrounds city wide.
  - Status as of July 24, 2025: Replaced all the damaged and worn-out rubberized play surfaces at all parks except at Dolphin Park.
  - Status as of August 20, 2025: No update
  - **Status as of September 18, 2025:** Currently patching at Dominguez Park.

- PW1712: PARK HVAC SYSTEMS
  - Location: All Parks
  - Description: Assess and replace over 50 HVAC units that are past their useful and serviceable life at all 12 park facilities. Design and install brand new HVAC at Veterans Park and Gym.
  - Status: Anderson Park, Dolphin Park Office, Foisia Park Office have been completed.
  - Current Phase**: PROJECT ONGOING**

- Status as of February 21, 2024: No update
- Status as of April 24, 2024: No update
- Status as of May 20, 2024: No update
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: New package units have been procured.
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: 3 New Package Units installed at Hemingway Park.
- Status as of April 21, 2025: Ongoing
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: Additional AC Units procured for Stevenson Park Gym and Dominguez Park – Aquatics Center.
- Status as of July 24, 2025: Continuing to assess, replace and modernize over 50 HVAC units at all 12 park facilities.
- Designing and planning installation of brand-new HVAC system at Veterans Park and Gym.
- Status as of August 20, 2025: Installation of AC Units at Stevenson Park (North Building) and Dominguez Park (Aquatics Center) have both been completed.
- **Status as of September 18, 2025:** Procuring additional HVAC system for Stevenson Park.

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

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

- Status as of May 20, 2024: Currently being advertised in four trade journals per City Attorney's direction.
- Status as of June 20, 2024: No update
- Status as of July 25, 2024**:** No update
- Status as of August 26, 2024: In procurement
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: Electrical switchgear and fabrication at Anderson Park
- Status as of April 21, 2025: Currently constructing a custom-made switch gear panel approximately six (6) months out to completion.
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: Currently being fabricated
- Status as of July 24, 2025: Currently being fabricated
- Status as of August 20, 2025: Currently being fabricated
- **Status as of September 18, 2025:** No update

- <u>VETS PARK GYM FLOORING</u>
  - Location: Veterans Park
  - Description: Replace gym floors and bleachers at Veterans Park.
  - Current Phase: Finalizing scope of work.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: In preparation of RFP
  - Status as of July 24, 2025: IFB Bid Opening was July 3, 2025. Lowest Bid was from Geary Floors, Inc. for $140,000
  - Status as of August 20, 2025: Going to Council on September 2, 2025, for award of contract.
  - **Status as of September 18, 2025:** Contract Awarded. Installation commenced on September 15, 2025.

- <u>CITY HALL BACK-UP GENERATOR</u>
  - Location: City Hall
  - Description: Making necessary repairs to the back-up generator at City Hall.
  - Status as of May 22, 2025: No update
    Status as of June 18, 2025: Repairs are currently in procurement
  - Status as of July 24, 2025: Currently, making necessary repairs to the back-up generator at City Hall.
  - Status as of August 20, 2025: Pending scheduling
  - **Status as of September 18, 2025:** Parts have been ordered
  -

- <u>MODERNIZATION OF CITY VEHICLES TO ELECTRICAL VEHICLES</u>
  - Location: Citywide
  - Description: To improve air quality, reduce noise pollution, and lower greenhouse gas emissions.
  - Status as of July 24, 2025: IFB Bid Opening was March 27, 2025, to purchase three (3) new Chevy Colorado LT Trucks. Lowest Bid was from TMAG Hemet F, LLC for $112,035.36
    - IFB Bid Opening was 6/5/25 to purchase eight (8) new 2025 Chevy LT FWD Mid-Size SUV Trucks. Lowest Bid was from Winner Chevrolet for $246,459.20
  - Status as of August 20, 2025: 3 New Chevy Colorado LT Trucks and 3 New Chevy Blazers have been received.
  - **Status as of September 18, 2025:** Seven (7) Mid-Size SUV have been ordered, estimated arrival is mid-October.

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY
Capital Project Updates

September 2025

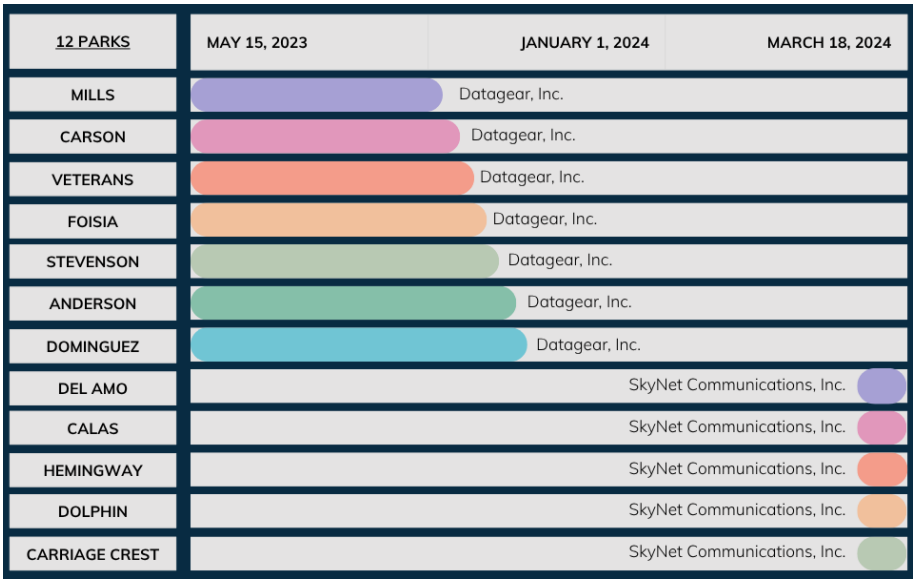
1. WIFI IN PARKS:

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

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

Park Completion Summary:

All 12 parks completed (100%)



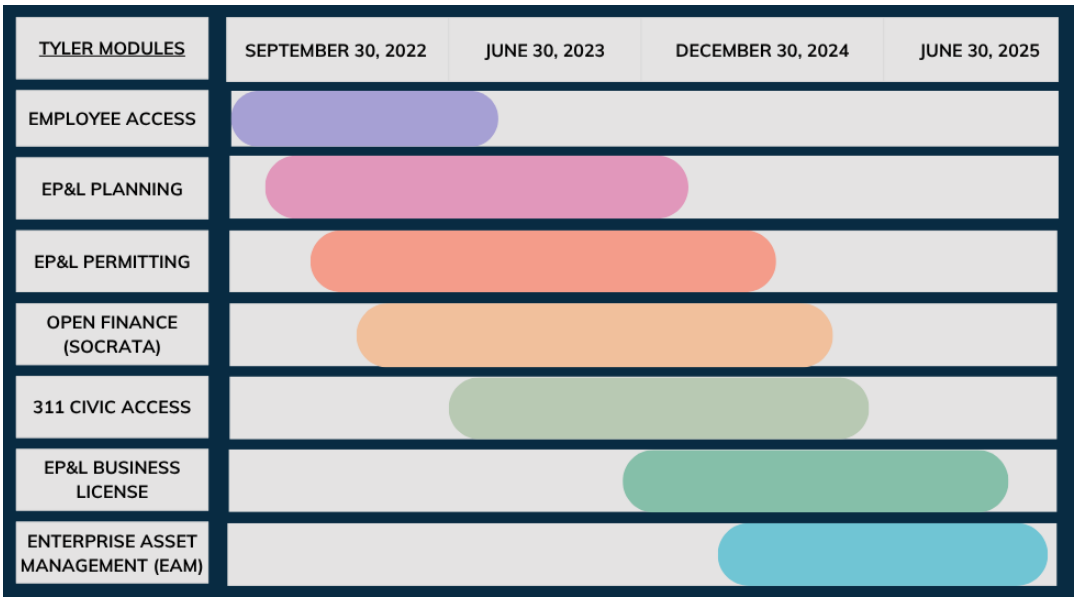
2. TYLER UPGRADE / ENERGOV IMPLEMENTATION:

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

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

Tyler Modules Completion Summary:

7 modules completed (100%)

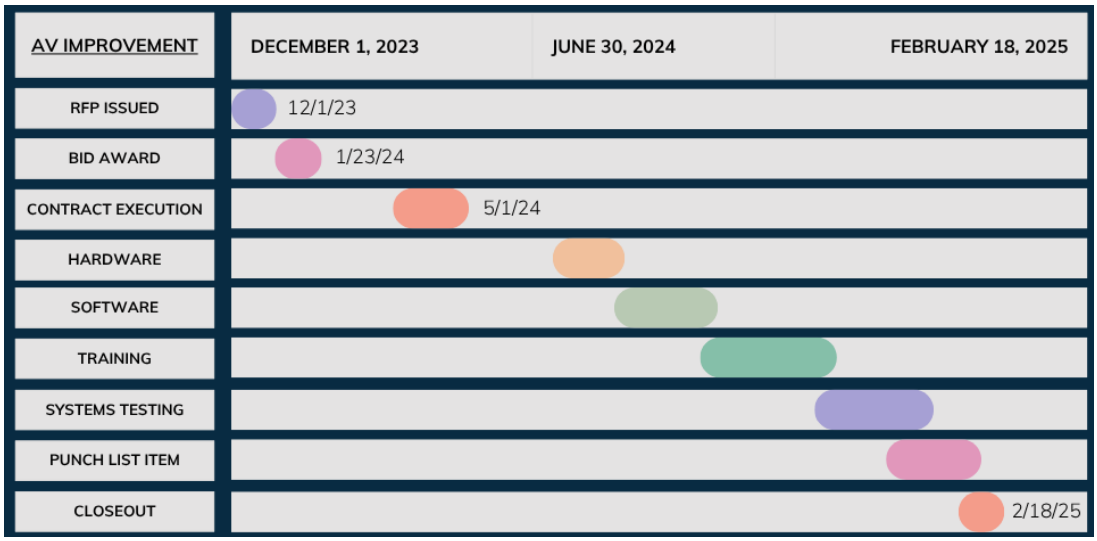


3. CITY HALL COUNCIL CHAMBERS AUDIO/VIDEO IMPROVEMENT

Description: Upgrade Council Chambers broadcast equipment.

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

Audio/Video Improvement Completion Summary:

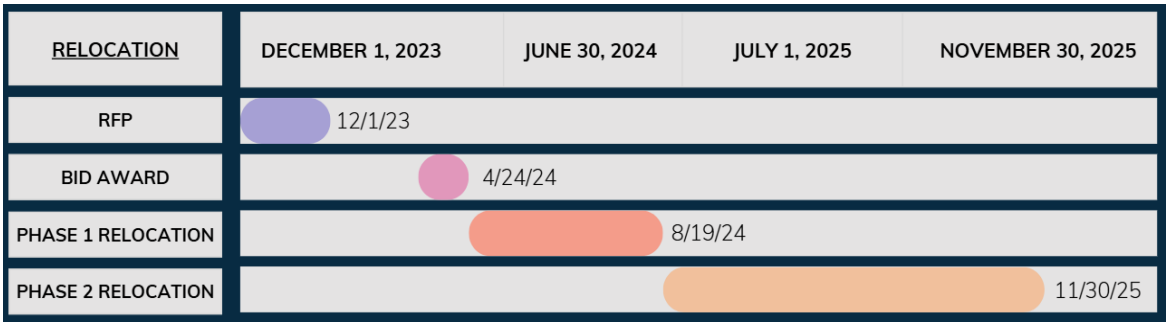


4. NETWORK SERVICES RELOCATION:

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

Contract	TBD
Term	5 years
Budget	TBD
Current Spend	$0
Timeline	December 1, 2023 – November 30, 2025
Status	ON SCHEDULE • Planning for Phase 2 Relocation
Additional Information	• RFP issued 12/1/23. • Sole bid rejected 1/23/24. • Data Center Colocation award to vendor 4/2/24. • Contract Executed. • Phase 1 Relocation completed 8/19/24. • Phase 2 Relocation scheduled for 11/30/25.

Network Services Relocation Summary:

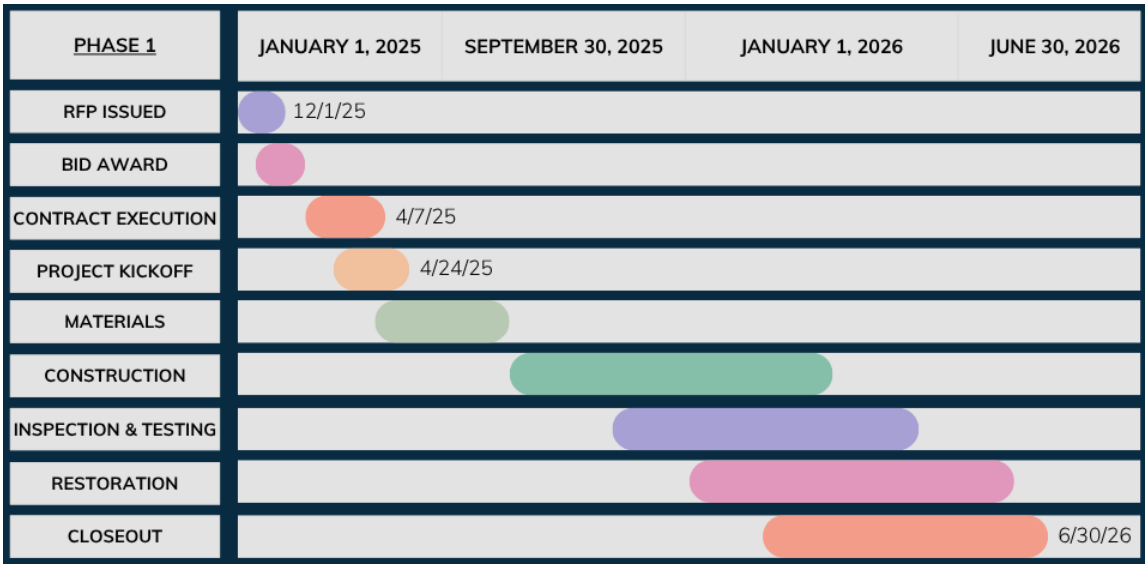


5. CITYWIDE MUNIICIPAL FIBER OPTIC NETWORK PHASE 1

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

Contract	HP Communications
Term	5 years
Budget	$27,000,000.00
Current Spend	$0
Timeline	January 1, 2025 – June 30, 2026
Status	ON SCHEDULE • Pre-Construction. • Materials have been ordered and are being stored onsite. • Groundbreaking ceremony completed. • Transtech agreement in progress.

Citywide Municipal Fiber Optic Network Phase 1 Summary:



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	We've already successfully implemented video surveillance and access control systems at multiple parks, and the current phase focuses on expanding these efforts. This includes the installation of additional pole-mounted cameras to extend surveillance coverage and integrate these new upgrades with the city's existing security infrastructure. We are also working closely with the Parks team to identify and confirm ideal camera placements at parks undergoing construction and updates. In some cases, this may include temporarily removing or relocating cameras to ensure they are not impacted by construction activities and can be seamlessly reintegrated once projects are complete. This collaboration ensures that new security measures are thoughtfully aligned with planned improvements and park layouts. Our team continues to evaluate system performance and incorporate advanced monitoring technologies to strengthen overall safety. These enhancements are part of our broader commitment to creating a secure environment for all Carson residents, visitors, and employees.

Project Name	**Citywide Fire Alarm Repairs and Enhancements**
Service Provider	West Coast Fire & Integration
Summary	July 5, 2022, Council approved the West Coast Fire & Integration contract for maintenance and monitoring services for all city fire systems from July 1, 2022, to June 30, 2027. Enhancing fire detection and safety for all facility users.
Update	City staff is continuously working to enhance fire systems across all municipal facilities to align with the highest safety standards.

Project Name	**Public Safety/Emergency Services Community Initiatives**
Service Provider	Public Safety/Emergency Services Department
Summary	Public Safety and Emergency Services Community Initiatives encompass a range of proactive efforts aimed at fostering safer and more resilient community. These initiatives typically involve engagement with the public, educational programs, and collaborative events. They focus on building positive relationships between law enforcement, emergency services personnel, and the community, ultimately enhancing preparedness and trust. Examples include public education on safety measures, community outreach events, and meetings to empower local leaders. Such

	initiatives are pivotal in strengthening the overall safety and well-being of a community.
Update	The Parking Control Officer (PCO) team is now completing its full staffing of six officers, which will allow for more proactive enforcement in key areas, including schools, truck parking zones, and permitted parking areas. Two designated **rovers** will focus on responding to all service requests received through MY311, ensuring timely and efficient response to community concerns. Our PSEO Team continues to work closely with the Carson Sheriff HOST Team to address ongoing issues along the 110 Freeway that are impacting residents and nearby schools. The Code Enforcement Team remains actively engaged with all NPDES schedules, which continue to be a high priority for the department. Additionally, with upcoming events, our teams are coordinating to provide security, parking enforcement, and code enforcement details to ensure safe, well-organized, and enjoyable community events.

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	Current locations of our ALPR Trailers: Dominguez Park- Country Western Fair Intermodal Way- consistent issue with illegal dumping in the area in effort to combat a trailer was deployed for visibility and deterrence.

	Gardena/Broadway- assist to combat ongoing issues with illegal parking and activities from car clubs.

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

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	With the completion of our new Emergency Operations Center (EOC), we are now preparing to schedule the final training sessions in this fully operational space. In partnership with Westward, the City of Carson will move forward with planning and delivering role-specific training designed to equip staff with the skills needed for their assigned responsibilities. This final phase will ensure our team is fully prepared to activate and operate effectively during any emergency.

Report to Honorable Mayor and City Council

Tuesday, September 30, 2025, 5:00 PM

DISCUSSION 29.

To: Honorable Mayor and City Council

From: Christopher Palmer, Economic Development Manager

Subject: CONSIDERATION OF AN APPOINTMENT TO THE SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB) SEAT REPRESENTED BY CITY OF CARSON BUSINESS SECTOR MEMBER

I. SUMMARY

The City of Carson forms part of the South Bay Workforce Investment Board (SBWIB). Based upon the composition of the SBWIB, the City of Carson is entitled to five (5) private sector business seats, two of which recently have termed out. One seat has been filled, currently there is one available seat for appointment for the term of July 1, 2025 to June 30, 2027, of which the SBWIB is seeking an appointment.

II. RECOMMENDATION

APPOINT Shawn Webb, President for FlightWave Aerospace to the South Bay Workforce Investment Board for the term expiring June 30, 2027

III. ALTERNATIVES

1. APPOINT another private industry representative for the seat.
2. TAKE another action the City Council deems appropriate.

IV. BACKGROUND

On July 1, 2007, the City of Carson became part of the South Bay Workforce Investment Board. The purpose of the SBWIB is to ensure the involvement of business private sector individuals in workforce development activities. The SBWIB also oversees a local cooperative relationship with the Participating Cities that will most effectively satisfy the labor demand needs of the business community and enhance the economic well-being of individuals in need of workforce development services. The governing body is composed of business, labor and community members representing each city. Members are expected to attend quarterly board meetings in addition to one quarterly committee meeting in which they are assigned.

On September 2, 2025, the City Council voted to accept the nomination of Darren Embry and appointed him to one of the vacant seats.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Bio - Shawn Webb

Attachments

Shawn Webb Bio.pdf

Shawn Webb – Operations & Manufacturing Executive

Shawn Webb is a results-driven operations leader with deep expertise in aerospace, defense, and manufacturing. He has a strong foundation in complex electronic assemblies, unmanned aircraft systems, loitering munitions, and advanced manufacturing processes. Throughout his career, Shawn has successfully led multi-site operations, scaled manufacturing capabilities, and driven transformational change to enhance efficiency, quality, and profitability. Shawn Webb is currently serving as President of Flightwave Aerospace, a Red Cat (RCAT) company, in Carson, CA.

Previously, as Vice President of Operations at AeroVironment, Shawn has led an unprecedented capacity and revenue increase, expanded production capabilities, and drove cultural transformation within the Loitering Munition Systems Business Segment. His leadership spans manufacturing, supply chain, quality, and program management, ensuring operational excellence in high-growth, mission-critical environments.

As Vice President of Operations at BEGA North America, he spearheaded operational enhancements in the industrial lighting industry, optimizing manufacturing and supply chain processes while significantly improving on-time delivery and product quality. Before that, Shawn held multiple leadership roles at AeroVironment, overseeing operations for the Unmanned Aircraft Systems division, leading production transitions, and managing a vast supplier network supporting defense and aerospace programs.

Earlier in his career, Shawn spent over a decade at Bombardier Aerospace, where he played a pivotal role in the Learjet 85 development program, implementing lean manufacturing principles and securing corporate approval for the program launch. His background includes expertise in manufacturing engineering, functional testing, project management, and large-scale aerospace program execution.

A strategic and hands-on leader, Shawn excels in scaling operations, building high-performing teams, and driving continuous improvement, lean manufacturing, and digital transformation across highly regulated industries. His passion for operational excellence and innovation fuels his commitment to delivering high-impact results in fast-paced, high-growth environments.

Report to Honorable Mayor and City Council

Tuesday, September 30, 2025, 5:00 PM

DISCUSSION 30.

To: Honorable Mayor and City Council

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

Subject: CONSIDER AWARD OF CONSTRUCTION CONTRACT TO ALFARO COMMUNICATIONS CONSTRUCTION, INC. FOR PROJECT NO. 1649: TRAFFIC SIGNAL UPGRADE AT FOUR INTERSECTIONS (AVALON BOULEVARD/VICTORIA STREET, MAIN STREET/SEPULVEDA BOULEVARD, MAIN STREET/223RD STREET, AND FIGUEROA STREET/TORRANCE BOULEVARD) [FEDERAL AID PROJECT NO. HSIP-5403(030)] (CITY COUNCIL)

I. SUMMARY

Project No. 1649: Traffic Signal Upgrade at Four Intersections is included in the City's Fiscal Year 2025-26 Capital Improvement Program (Exhibit No. 1). The project was advertised from March 18, 2025, through May 22, 2025, and a total of six bids were received and publicly opened by the Purchasing Division Manager on December 12, 2024. Following review, the lowest responsive and responsible bidder was determined to be Alfaro Communications Construction, Inc., with a bid of $2,804,525.22. Staff recommends that the City Council award a construction contract to Alfaro Communications Construction, Inc. as the lowest responsive and responsible bidder, in an amount not-to-exceed $2,804,525.22.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a Construction Contract for Project No. 1649: Traffic Signal Upgrade at Four Intersections in the amount of $2,804,525.22 to the lowest responsible bidder, Alfaro Communications Construction Inc.; and
2. AUTHORIZE the Mayor to execute a construction contract following approval as to form by the City Attorney.

III. ALTERNATIVES

1. REJECT all bids.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

Project No. 1649 will deliver critical upgrades to traffic signals at four key intersections in Carson: Avalon Boulevard at Victoria Street, Main Street at Sepulveda Boulevard, Main Street at 223rd Street, and Figueroa Street at Torrance Boulevard. The project is partially funded through a federal grant administered by Caltrans and will significantly modernize the City's traffic management systems. Planned improvements include the installation of new signal poles and heads, upgraded controller cabinets and electrical service, video detection systems, and enhanced pedestrian crossing features such as countdown signal heads and Audible Pedestrian Signals (APS). Additional upgrades include ADA-compliant curb ramps, updated signal hardware, LED safety lighting, new left-turn phases, bicycle detection, and refreshed signage, striping, and pavement markings. To comply with federal-aid requirements, the City's standard construction contract was extensively amended in accordance with the Caltrans Local Assistance Procedures Manual (LAPM), which prescribes fiscal and federal provisions for federally funded contracts. The project was advertised for construction through Invitation for Bid (IFB) No. 25-08, and on May 22, 2025, six bids were submitted via PlanetBids and publicly opened by the Purchasing Division Manager at the City Clerk's Office (Exhibit No. 2). The bid results are summarized below.

No.	Bidder	Place of Business	Bid Amount
1	Alfaro Communications Construction, Inc.	Compton, CA	$2,804,525.22
2	Baker Electric & Renewables LLC	Escondido, CA	$2,870,512.51
3	Crosstown Electrical & Data	Irwindale, CA	$4,338,289.00
4	DBX, Inc.	Temecula, CA	$4,918,955.00
5	Elecnor Belco Electric, Inc.	Chino, CA	$4,659,888.00
6	Select Electric, Inc.	Anaheim, CA	$4,795,500.00

In reviewing the bid documents submitted by Bidder No. 1, Alfaro Communications Construction, Inc., staff determined that the bid was responsive and included all required documents. Alfaro Communications Construction, Inc. is a licensed contractor in the State of California and is registered with the Department of Industrial Relations. A bid bond in the amount of 10% of the total bid, issued by United States Fire Insurance Company, was properly submitted. The contractor indicated that it will self-perform approximately 89% of the contract work, exceeding the minimum percentage required by the project specifications. Furthermore, Alfaro Communications Construction, Inc. has successfully completed similar projects in neighboring jurisdictions, and references provided verified the company's satisfactory performance.

Pursuant to Carson Municipal Code Section 2610, a Notice of Intent to Award was issued by email on July 17, 2025, to all bidders, advising them of the City's intent to award the construction contract to Alfaro Communications Construction, Inc. The notice also advised that any bid protests must be filed in compliance with Carson Municipal Code Section 2613. No protests were received within the required time period, nor as of the date of this report.

Accordingly, staff recommends awarding the construction contract to the lowest responsive and responsible bidder, Alfaro Communications Construction, Inc., in the amount of $2,804,525.22 (Exhibit No. 3).

The accomplished and anticipated timeline for this project is as follows:

Preparation of Plans, Specifications, and Estimates	Completed
Advertise Notice Inviting Bids	Completed
Award of Construction Contract	September 2025
Contract Execution	October 2025
PO Issuance	November 2025
Start of Construction	December 2025
Completion of Construction	September 2026
Project Close-Out	October 2026

The project schedule may be affected by factors such as material availability and weather conditions, which could result in delays. Staff will closely monitor these factors and adjust the schedule as needed to minimize potential impacts on project completion. Staff recommends that the City Council award a construction contract to Alfaro Communications Construction, Inc. in an amount not-to-exceed $2,804,525.22.

V. FISCAL IMPACT

There is no impact to the General Fund. The proposed contract with Alfaro Communications Construction, Inc. is for an amount not-to-exceed $2,804,525.22. Funding for this project is included in the adopted FY 2025-26 Capital Improvement Project Budget and is comprised of three sources: $1,522,350 from a reimbursable federal Highway Safety Improvement Program (HSIP) grant within project expense account 220-80-820-904-8023; $750,000 from Development Impact Fee (DIF) MBK within project expense account 289-80-820-283-8023; and, $1,058,233 from Development Impact Fee (DIF) Traffic within project expense account 289-80-820-284-8023.

VI. EXHIBITS

1. Location Map
2. Bid Register
3. Public Works Construction Agreement

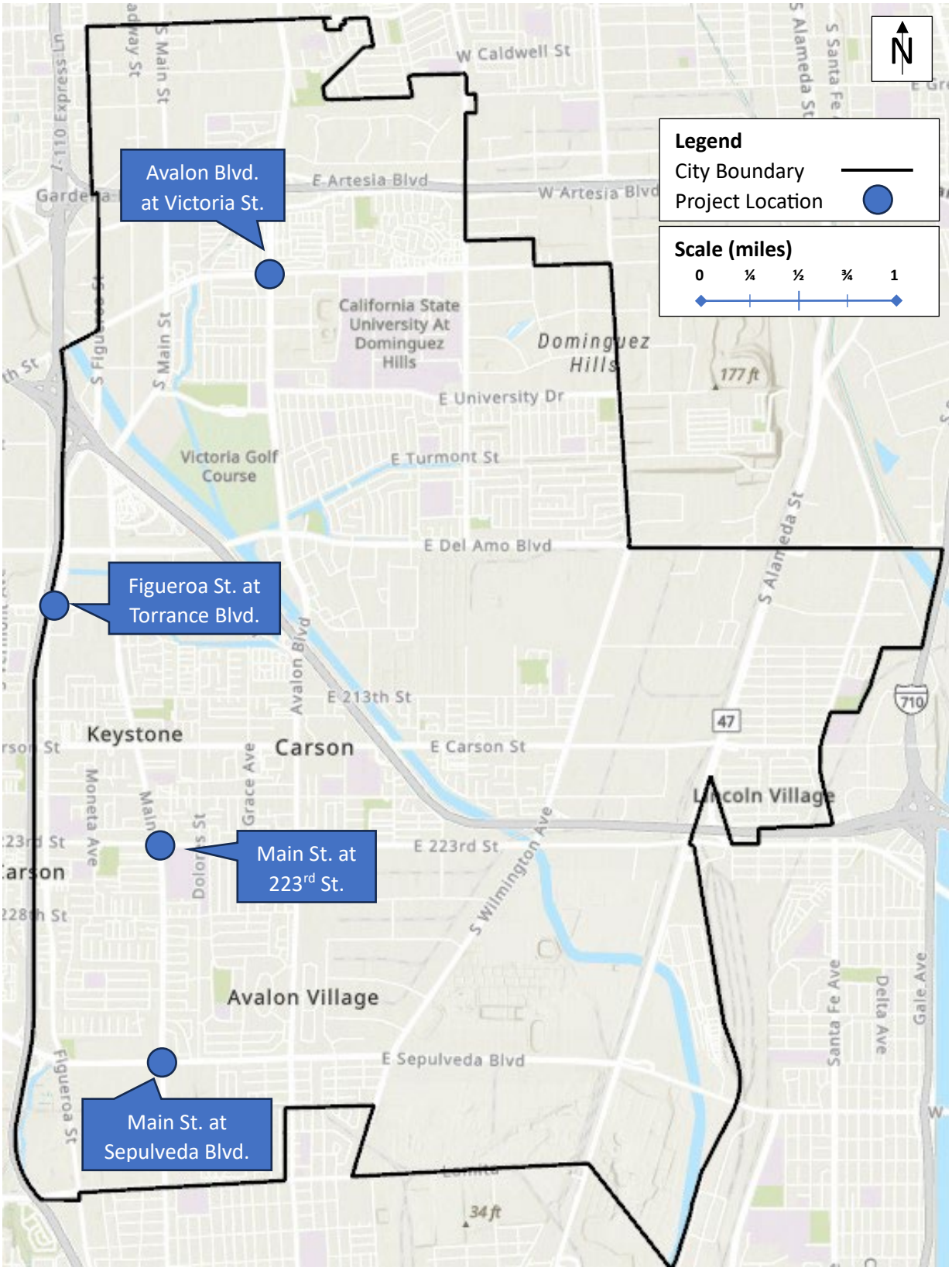
Attachments

Exhibit No. 1 - Location Map

Exhibit No. 2 - Bid Register

Exhibit No. 3 - Construction Agreement.pdf

Project Map – 1649 Traffic Signal Intersection Upgrades



CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *INVITATION FOR BID (IFB) 24-25 – PROJECT NO. 1657 FIGUEROA AND MAIN STREET TRAFFIC SIGNAL MODIFICATIONS*

BID OPENING DATE: *02-03-25* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	Alfaro Communications Construction, Inc.	Haidi Daaifi	2/3/25 9:47am		$4,590,384.50	
2.	Elecnor Belco Electric, Inc.	_____	2/3/25 9:42am		$5,661,686.00	
3.	Comet Electric, Inc.	Mary McGuan	2/3/25 9:31am		$5,705,334.00	
4.	Select Electric, Inc.	Landon Smith	2/3/25 9:50am		$5,825,850.00	
5.	Baker Electric Renewables, LLC	_____	2/3/25 9:52am		$6,435,740.00	
6.	International Line Builders, Inc.	Matthew Edwards	2/3/25 9:57am		$6,503,607.00	
7.	Crosstown Electrical & Data	David P. Heermance	2/3/25 9:58am		$6,943,880.00	
8.						
9.						
10.						
11.						

Opened By: Khaleah K. Brackshaw KKB
Print Legibly Initials

City Clerk: K. Brackshaw
Signature

Staff Present: John C. Merrill JCM
Print Legibly Initials

PlanetBids Opened By: Rafael Rico RR
Print Legibly Initials

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
ALFARO COMMUNICATIONS CONSTRUCTION INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2025, by and between the City of Carson, a California charter city ("**City**") and ALFARO COMMUNICATIONS CONSTRUCTION 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 25-08 Project No. 1649: Traffic Signal Upgrades for Avalon Boulevard at Victoria Street, Main Street at Sepulveda Boulevard, Main Street at 223rd Street, and Figueroa Street at Torrance Boulevard" ("**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 **Two Million Eight Hundred Four Thousand Five Hundred Twenty Five Dollars and Twenty-Two Cents ($2,804,525.22)** ("**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 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:

Mayra Martinez	Vice 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 Ian Holst, Associate Civil Engineer, 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
[pks; rjl]

CONTRACTOR:

ALFARO COMMUNICATIONS CONSTRUCTION INC., a California corporation

*By: _____
Name: Hugo Alfaro
Title: CEO, CFO

*By: _____
Name: _____
Title: _____

Address: 15614 S Atlantic Ave
Compton, CA 90221

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID

SEE BID SCHEDULE BELOW

BID

BID SCHEDULE – (IFB-25-08)

PROJECT NO. 1649

Traffic Signal Improvements for Avalon Boulevard at Victoria Street, Main Street at Sepulveda Boulevard, Main Street at 223rd Street, Figueroa Street at Torrance Boulevard

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
-	Allowance	1	LS	$50,000.00	$50,000.00
1	Bonding, Insurance, and Mobilization (Carson General Conditions)	1	LS	$ 104,000.00	$ 104,000.00
2	Crushed Miscellaneous Base	3,401	CY	$ 8.64	$ 29,384.64
3	Unclassified Excavation	3,102	CY	$ 8.17	$ 25,343.34
4	Detectable Warning Surface	135	SF	$ 52.00	$ 7,020.00
5	Construct Portland Cement Concrete (PCC) Curb and Gutter	639	LF	$ 83.72	$ 53,497.08
6	Construct Portland Cement Concrete (PCC) Sidewalk and Curb Ramps	3,886	SF	$ 28.64	$ 111,295.04
7	Asphalt Concrete (AC) Pavement	611	TON	$ 204.40	$ 124,888.40
8	Traffic Signal Modification	-	-		
8A	Avalon Boulevard at Victoria Street	1	LS	$ 614,050.33	$ 614,050.33
8B	Main Street at Sepulveda Boulevard	1	LS	$ 434,643.47	$ 434,643.47
8C	Main Street at 223rd Street	1	LS	$ 461,929.98	$ 461,929.98
8D	Figueroa Street at Torrance Boulevard	1	LS	$ 555,583.94	$ 555,583.94
9	Signing and Striping	1	LS	$ 182,735.00	$ 182,735.00
10	Signal Communication	1	LS	$ 9,464.00	$ 9,464.00
11	Utility Potholing (New Traffic Signal Poles)	1	LS	$ 40,690.00	$ 40,690.00

TOTAL BASE BID AMOUNT*		
	Figures	$ 2,804,525.22
	Words	Two millions eight hundred and four thousand five hundred twenty five dollars and twenty two Cents.

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

I. Section 9.9 (Federal Provisions) is hereby added to this Agreement to read in its entirety as follows:

"9.9 Federal Provisions. For purposes of this Section 9.9, Agency or Local Agency means City of Carson and Contractor means Contractor. In the event of any conflict between Section 9.9 and the remainder of this Agreement, Section 9.9 shall control. Attached hereto as "Exhibit B-1" is Form FHWA 1273 for Required Contract Provisions in Federal-Aid Construction Contracts and as "Exhibit B-2" is Exhibit 15-G Construction Contract DBE Commitment."

EXHIBIT "B-1"

FORM FHWA 1273

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process*. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT "B-2"

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: City of Carson 2. Contract DBE Goal: 30%
3. Project Description: modifying curb ramps, traffic signals, installing new video detection zones, and striping
4. Project Location: Four (4) intersections including: Main St at Sepulveda Blvd and 223rd St, Figueroa St at Torrance Blvd, and Avalon Blvd at Victoria St
5. Bidder's Name: Alfaro Communications Construction,Inc 6. Prime Certified DBE: ☐ 7. Bid Amount: $ 2,804,525.22
8. Total Dollar Amount for **ALL** Subcontractors: 2 9. Total Number of **ALL** Subcontractors: $ 315,060.00

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount
9	Signing & Striping	Please see attached	2005127974	CAT Tracking,Inc: 17 Commercial Avenue,Riverside,CA92507	$ 158,900.00
8A,8B,8C, 8D	Supplying Electrical Materilas	Please See attached		RIV Supply 8606 Victoria Ave,Riverside,CA 92504	$879,475.13 x 60% =$527,685.078
7-Partial	Dumping	Please see attached	43284	JJ Ruby's Transport,LLV 31W.Zane St,Long Beach,CA90805	$ 76,800.00
2-partial 3-Partial	Dumping	Please see attached	43284	JJ Ruby's Transport,LLV 31W.Zane St,Long Beach,CA90805	$ 25,600.00
8A,88,8C,8D	Dumping	Please see attached	43284	JJ Ruby's Transport,LLV 31W.Zane St,Long Beach,CA90805	$ 53,760.00

Local Agency to Complete this Section upon Execution of Award		**16. TOTAL CLAIMED DBE PARTICIPATION**	842,745.078
22. Local Agency Contract Number:			
23. Federal-Aid Project Number:			% 30.05
24. Bid Opening Date:			
25. Contract Award Date:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted	
26. Award Amount:			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			

	with your bid. Written confirmation of each listed DBE is required.
_____ 27. Local Agency Representative's Signature 28. Date	HadeelDaaifi 5/21/2025 17. Preparer's Signature 18. Date
_____ 29. Local Agency Representative's Name 30. Phone	Haidi Daaifi 310-669-8949 19. Preparer's Name 20. Phone
31. Local Agency Representative's Title	21. Preparer's Title Contract Admin

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

EXHIBIT C

PERFORMANCE BOND
PROJECT NO. 1649

Traffic Signal Improvements for Avalon Boulevard at Victor Street, Main Street at Sepulveda Boulevard, Main Street at 223rd Street, Figueroa Street at Torrance Boulevard

We, Alfaro Communications Construction Inc., as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Two Million Eight Hundred Four Thousand Five Hundred Twenty Five U.S. Dollars and Twenty-Two Cents ($2,804,525.22)**. 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
PROJECT NO. 1649

Traffic Signal Improvements for Avalon Boulevard at Victor Street, Main Street at Sepulveda Boulevard, Main Street at 223rd Street, Figueroa Street at Torrance Boulevard

We, Alfaro Communications Construction Inc, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Two Million Eight Hundred Four Thousand Five Hundred Twenty Five U.S. Dollars and Twenty-Two Cents ($2,804,525.22)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

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

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

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

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

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

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

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

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

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

EXHIBIT E

INVOICE FORM

Company Logo

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

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	$ - #####

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, September 30, 2025, 5:00 PM

DISCUSSION 31.

To: Honorable Mayor and City Council

From: Tomisha Haywood, Records Management Coordinator CCO Option 1

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

I. SUMMARY

This item is on the agenda to consider only uncontested appointments of City Commission, Committee, and Board members in accordance with the City Charter, Article VI, by Mayor and City Council. (Exhibit 1)

Also, consider all (contested and uncontested) appointments to all commissions and also consider appointments to City Affiliated Organizations.

Pursuant to Section 602 of the City Charter provides, in part, the mayor and each member of the city council may appoint one member to a position on each City board or City commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

At the September 16, 2025, City Council meeting, Mayor Davis-Holmes continued this item to a future meeting.

II. RECOMMENDATION

TAKE the following actions:

1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;
2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions except Planning Commission and Environmental Commission;
3. CONSIDER and APPOINT members to City Affiliated Organizations;
4. DIRECT the City Clerk to notify all affected appointments of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

III. ALTERNATIVES

N/A

IV. BACKGROUND

Every two years after the municipal election, most Commission and Board appointments expire. As unscheduled vacancies occur and/or members are frequently absent, it is best practice to consider new appointments.

Invitations to submit an appointment application for all interested person(s) were posted in accordance with the Maddy Act. Applications for individuals requesting appointments were previously provided under separate cover to the Mayor and City Council.

V. FISCAL IMPACT

Funds for member stipends are already budgeted for Fiscal Year 2025-2026.

VI. EXHIBITS

Local Appointments List

Prepared by: Dr. Khaleah K. Bradshaw, City Clerk and Tomisha Haywood, Records Management Coordinator

Attachments

Exhibit 1 - September 30, 2025, Agenda Report.pdf

CITY OF CARSON
LOCAL APPOINTMENTS LIST FOR
COMMISSIONS, COMMITTEES, AND BOARDS
(Pursuant to Government Code Section 54970 et seq.)

NOTICE IS HEREBY GIVEN that the current terms for the following Commissioners, Committee and Board Members will expire as indicated for the respective bodies listed. Any interested resident of the City of Carson, California is eligible to serve on any of the below-named commissions, committees, or boards unless otherwise specified. Applications are available at the City Clerk's Office by request at (310) 952-1720.

*** The following appointed positions may receive compensation**
**** Mayor's uncontested**
Denotes vacated seat

I. COMMISSIONS

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[1] Economic Development Commission

Established by:	Ordinance No. 00-1191. §1 (CMC §27104.1); Ordinance No. 21-2108
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of, or have a place of employment or business in the City of Carson, and be at least 18 years of age. Shall include representatives of all major sectors of the Carson business community as determined in the sole discretion of the City Council.
Meetings:	1st Thursday, 8:00 a.m., Executive Conference Room
Staff Liaison:	John Raymond, Asst. City Mgr x1773;
Support Staff:	Sandy Solis, Division Secretary x1325

		Appointed	Term Expires
Aldridge Jr., Ray (LDH)**		12-06-22	11-30-26
Childers, Christopher (CH)		12-06-22	11-30-26
Embry, Darren (LDH)		04-04-23	11-30-26
Kelley, Blake (LDH)		04-04-23	11-30-26
Jimenez, Trini (AR)		12-06-22	11-30-26
Luevano, Jose (JH)		06-17-25	11-30-26
Sparrow, Clyde (LDH)		04-04-23	11-30-26
Wallace, Deborah (LDH)		04-04-23	11-30-26
Baddeley, Kevin (JD)		06-17-25	11-30-26
Cordova, Ted (LDH)	Alt. 1	04-04-23	11-30-26
Ibarra, Victor (LDH)	Alt. 2	02-06-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[2] Environmental Commission*

Established by:	Ordinance No. 70-128; §1 (CMC §2750); Ordinance No. 21-2103
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment
Meetings:	1st Wednesday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Reata Kulcsar, Innovation & Sustainability Officer x1312
Support Staff:	Jessica Coria, Division Secretary x1823; Evelyne Carmona, Senior Administrative Analyst x1636; Kristin Smith, Council Aide x1743

		Appointed	Term Expires
Vacant (JH)			11-30-26
Swayzer, Ezekiel (LDH)		12-03-24	11-30-26
Hopson, Lillian (LDH)**		12-03-24	11-30-26
Ford, Brittney (LDH)		05-21-25	11-30-26
Koons, William (JD)		12-03-24	11-30-26
Peralta, Maribel (AR)		01-07-25	11-30-26
Hunt, Joseph (LDH)		05-21-25	11-30-26
Taylor, Hourie (CH)		12-06-22	11-30-26
Watkins, Freeman (LDH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[3] Human Relations Commission*

Established by:	Ordinance No. 74-294; Ordinance No. 87-812, §1; Ordinance No. 89-883,§1
Membership:	9 members (7 general, 2 youth); 3 alternates
Qualification:	Shall be a resident of the City of Carson. Youth members shall be 16-21 years of age, enrolled in school at time of appointment, maintain a 2.0 GPA, shall have interest in human relations.
Meetings:	3rd Wednesday, 6:30 p.m., City Manager Conference Room
Staff Liaison:	Robert Lennox, Asst. City Manager x1728
Support Staff:	Cac Le, Council Aide x1722

		Appointed	Term Expires
Junio, Teresita (LDH)		12-03-24	11-30-26
Calhoun, Jill (AR)		12-06-22	11-30-26
Davenport, Kimberley (JH)		04-04-23	11-30-26
Keely, Tina (JD)		12-03-24	11-30-26
Ramos, Jessica (LDH)		12-03-24	11-30-26
Reed, Cassandra (CH)		12-06-22	11-30-26
Russ, Harriett (LDH)**		12-03-24	11-30-26
Ifeacho, Dr. Chinyere (LDH)	Alt. 1	12-03-24	11-30-26
Viernes, Irene (LDH)	Alt. 2	12-03-24	11-30-26
Thompson, Audra (LDH)	Alt. 3	06-17-25	11-30-26
Paxton, Cameron (LDH)	Youth	02-18-25	06-30-26
Vacant (LDH)	Youth		06-30-26

[4] Parks, Recreation and Cultural Arts Commission*

Established by:	Ordinance No. 69-65 (CMC §2735); Ordinance No. 21-2106
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson
Meetings:	Last Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Michael Whittiker Jr., Director of Community Services x3571
Support Staff:	Kimberly Madrigal, Administrative Secretary x3581

		Appointed	Term Expires
Cainglet, Jesus-Alex (CH)		12-06-22	11-30-26
Cortado, Kimberly (JH)		06-20-23	11-30-26
Dahilig Jr., Cesar (LDH)		12-03-24	11-30-26
Lawrence, Shannon (LDH)		12-03-24	11-30-26
Gonzalez, Walter (LDH)		12-03-24	11-30-26
Hilliard, Kisa (JD)		12-03-24	11-30-26
Hunter, Edwina (AR)		12-06-22	11-30-26
Langston, DeAnthony (LDH)		12-03-24	11-30-26
Johnson, Jo Jacqueline (LDH)**		04-01-25	11-30-26
Brown Sr., Kelvin (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Brillantes, Rudolfo (LDH)	Alt. 3	12-03-24	11-30-26

[5] Planning Commission*

Established by:	Ordinance No. 13, §1 (CMC §2700); § 606 of the City Charter
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson
Monthly Meeting:	2nd and 4th Tuesday, 6:30 p.m. (City Council Chambers)
Staff Liaison:	Christopher Palmer, Economic Development Mgr. x1365
Support Staff:	McKina Alexander, Planning Mgr x1326; Laura Gonzalez, Planning Secretary x1328

		Appointed	Term Expires
Diaz, Louie (JD)		12-03-24	11-30-26
Docdocil, Frederick (LDH)**		12-03-24	11-30-26
Guerra, Carlos (LDH)		12-03-24	11-30-26
Vacant (AR)			11-30-26
Huff, Del (LDH)		12-03-24	11-30-26
Wilson, Leticia (LDH)		12-03-24	11-30-26
Mfume, DeQuita (LDH)		12-03-24	11-30-26
Johnson, Clarence (JH)		03-19-24	11-30-26
Thomas, Dianne (CH)		12-06-22	11-30-26
Montecarlo, Jaime (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[6] Public Relations Commission*

Established by:	Ordinance No. 01-1239, §2 (CMC §27105.1)
Membership:	9 members; 3 alternates
Qualification:	Shall reside or be employed in the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	4th Tuesday, 12:00 p.m. (City Manager Conference Room)
Staff Liaison:	Danielle Hasley, Public Information Analyst x1606
Support Staff:	Christine Foisia, Senior Clerk x1740

		Appointed	Term Expires
Eatman, Sonya (LDH)	Community Representative	12-03-24	11-30-26
Waddis, Dorcas (LDH)*	Community Representative	06-17-25	11-30-26
Stewart, Linda (LDH)	Community Representative	12-03-24	11-30-26
Sandoz, Jeretta (AR)	Community Representative	12-03-24	11-30-26
Ross, Dorothy (JD)	Public Relations Specialist	12-03-24	11-30-26
Nunley, Madalyn (LDH)	Public Relations Specialist	12-03-24	11-30-26
Pitcher, Pamela (LDH)	Public Relations Specialist	12-03-24	11-30-26
Smith, Byron (CH)	Public Relations Specialist	03-06-24	11-30-26
Price, Dr. Denice (JH)	Public Relations Specialist	04-04-23	11-30-26
Washington, Deborah (LDH)	Alt. 1	06-17-25	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Page, Brent (LDH)	Alt. 3	02-18-25	11-30-26

[7] Public Safety Commission*

Established by:	Ordinance No. 99-1160 § 1; Ordinance No. 01-1239 § 1 (CMC §27103.6); Ordinance No. 21-2104
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Priscilla Palma, Division Secretary x1787
Support Staff:	Vacant

		Appointed	Term Expires
Allen, Jeffrey (LDH)		12-03-24	11-30-26
Arnold, Keith (LDH)		12-03-24	11-30-26
Flinton, Lawrence (AR)		08-06-24	11-30-26
Dacus, Samuel (LDH)		12-03-24	11-30-26
Dorsey, Donnie (CH)		12-06-22	11-30-26
Lewis, Prentiss (JH)		04-04-23	11-30-26
Rivers, Angela (LDH)		12-03-24	11-30-26
Romero, Heidi (LDH)**		12-03-24	11-30-26
Cogut, Louis (JD)		12-03-24	11-30-26
Wilson, Michael (LDH)	Alt. 1	12-03-24	11-30-26
Brown, Randy (LDH)	Alt. 2	12-03-24	11-30-26
Fields, Brandon (LDH)	Alt. 3	06-17-25	11-30-26

[8] Public Works Commission*

Established by:	Ordinance No. 99-1181 § 2 (CMC § 2798.6)
Membership:	9 members; 3 alternates
Qualification:	Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	2nd Monday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Gilbert Marquez, Principle City/Civil Engineer x1813
Support Staff:	Taelour C. James, Division Secretary x1801

		Appointed	Term Expires
Vacant (AR)			11-30-26
Calhoun, James (JD)		12-03-24	11-30-26
Fe'esago, Uli (LDH)		12-03-24	11-30-26
McNichols, Ryan (LDH)		12-03-24	11-30-26
Howard, Kobii (LDH)		12-03-24	11-30-26
Benson, Melvin (CH)		07-18-23	11-30-26
Nweke, Chike (LDH)**		12-03-24	11-30-26
Martin, Jr., Marion (LDH)		12-03-24	11-30-26
Todd Griffin, Kellie (JH)		01-07-25	11-30-26
Obiora, Emmanuel (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[9] Senior Citizens Advisory Commission*

Established by:	Ordinance No. 97-1119, § 1 (CMC § 2799.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 50 years of age at the time of appointment.
Meetings:	2nd Monday, 4:00 p.m. (Community Center, Carson/Dominguez room)
Staff Liaison:	Mike Whittiker Jr., Dir. of Comm. Srvs. x1780; Dani Cook, Human Srvs. Supv. X04/04/2
Support Staff:	Brenda Reed, Senior Clerk x1775;

		Appointed	Term Expires
Graves, Shirley (LDH)**		12-03-24	11-30-26
Lopez, Delia (LDH)		12-03-24	11-30-26
Leverette, Ernestine (AR)		05-06-25	11-30-26
Dunn, Linda (LDH)		12-03-24	11-30-26
Bates, Billye (LDH)		12-03-24	11-30-26
Patterson, Patricia (LDH)		12-03-24	11-30-26
Ronquillo, Myrna (JD)		12-03-24	11-30-26
Ruiz-Raber, Julie (CH)		12-06-22	11-30-26
Seymore, Dr. Vergie (JH)		04-04-23	11-30-26
Simpson-Lott, Darlene (LDH)		12-03-24	11-30-26
Walker, Itelia (LDH)		12-03-24	11-30-26
Brown, LaRhonda (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Davis, Pauline (LDH)	Alt. 3	12-03-24	11-30-26

[10] Veterans Affairs Commission*

Established by:	Ordinance No. 99-1154, § 1 (CMC § 27102.6)
Membership:	11 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Monday, 6:00 p.m. (Veterans SportsComplex - Activity Room)
Staff Liaison:	Kisheen Tulloss, Council Aide x1711
Support Staff:	Mikala Multiauaopele, Division Secretary x3557

		Appointed	Term Expires
Batucal, Arthur (JH)		04-04-23	11-30-26
Boyd, Robert (JD)		12-03-24	11-30-26
Branch, Jr., Roger (LDH)		12-03-24	11-30-26
Da Silva, Manuel (LDH)		12-03-24	11-30-26
Raber, Brian (CH)		12-06-22	11-30-26
Salomon, Emmanuel (LDH)		12-03-24	11-30-26
Mosequera, Nemie P. (LDH)**		12-03-24	11-30-26
Woods, Richard (LDH)		12-03-24	11-30-26
Woods, Thomas (LDH)		12-03-24	11-30-26
Seay, Al (LDH)		12-03-24	11-30-26
Wilvert, Karl (AR)		12-06-22	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[11] Women's Issues Commission*

Established by:	Ordinance No. 02-1246, § 1 (CMC § 27106.6)
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson or work in the City of Carson during their tenure on the Commission and shall be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	4th Monday, 6:00 p.m. (City Manager Conference Room)
Staff Liaison:	Ravynne Staine, Council Aide x1733
Support Staff:	Vacant

		Appointed	Term Expires
Dela Cruz-Manio, Connie (LDH)		12-03-24	11-30-26
Fielder, Yolanda (LDH)		12-03-24	11-30-26
Fields-Robinson, Dr. Leandrea (LDH)**		12-03-24	11-30-26
Foster, Carolyn (LDH)		12-03-24	11-30-26
Koons, Fe (JD)		12-03-24	11-30-26
Odom Houze, Susan (JH)		04-04-23	11-30-26
Price, Dr. Greta (AR)		12-06-22	11-30-26
Williams, Maria (CH)		12-03-24	11-30-26
Tresvant, Sheila (LDH)		12-03-24	11-30-26
Graves, Keichun (LDH)	Alt. 1	12-03-24	11-30-26
Mackson, Monique (LDH)	Alt. 2	12-03-24	11-30-26
Johnson, Veronica (LDH)	Alt. 3	12-03-24	11-30-26

[12] Youth Commission*

Established by:	Ordinance No. 98-1132, § 1 (CMC § 27100.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 13, but not more than 18 years of age at the time of appointment.
Meetings:	2nd Wednesday, 7:00 p.m. (Executive Conference Room)
Staff Liaison:	Brian Legaspi, Council Aide x1721
Support Staff:	Vacant

		Appointed	Term Expires
Mitchell, Hannah (LDH)		06-06-24	06-30-25
Moore, Joshua (JH)		06-06-24	06-30-25
Redway, Khristopher (LDH)		06-06-24	06-30-25
Estrada, Juan (LDH)		06-06-24	06-30-25
Villasana, Andrea (JD)		12-03-24	06-30-25
Mitchell, Jazcidi (LDH)		12-03-24	06-30-25
Vacant (LDH)**			06-30-25
Smith, Zoey (CH)		06-06-24	06-30-25
Williams, Liv (LDH)		06-06-24	06-30-25
Homna, Kayla (AR)		01-07-25	06-30-26
Macias, Lea (LDH)		01-07-25	06-30-26
Vacant (LDH)	Alt. 1		06-30-26
Vacant (LDH)	Alt. 2		06-30-26
Vacant (LDH)	Alt. 3		06-30-26

II. BOARDS & COMMITTEES

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[13] Measure C and Measure K Budget Oversight Committee

Established by:	Ordinance No. 09-1423 (CMC §61119); Amended by Resolution No. 19-027; Amended by Resolution No. 21-030
Membership:	5 members; 2 alternates
Qualification:	Resident of the City of Carson.
Meetings:	2nd Tuesday, 6:30p.m. (Community Center)
Staff Liaison:	William Jefferson, Director of Finance x1756
Support Staff:	Vicki Hernandez, Senior Clerk x1744

		Appointed	Term Expires
Dorsey-Reeves, Vera (CH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (AR)		05-06-25	11-30-26
Hunter, Cynthia (LDH)		04-04-23	11-30-26
Momoli, Nora (JD)		12-03-24	11-30-26
Hemphill, Dr. Afia (JH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26

[14] Mobilehome Park Rental Review Board*

Established by:	Ordinance No. 79-485U. §4702: § 607 of the Citv Charter
Membership:	7 members (2 resident homeowners, 2 park owners, 3 at-large who are residents of the City and not homeowners, park owners, landlords, property managers or tenants in multifamily housing); 8 alternates (2 resident homeowners, 2 park owners, 4 at-large)
Qualification:	See membership.
Meetings:	2nd and 4th Wednesday, 6:30 p.m. (City Council Chambers)
Staff Liaison:	Tara Matthew, Interim Housing Program Manager x1708
Support Staff:	Sandy Solis, Division Secretary x1325

		Appointed	Term Expires
Vacant (JH)	At-large		11-30-26
Valdez, Daniel (JD)	At-large	12-03-24	11-30-26
Vacant (AR)	At-large		11-30-26
Clark Harris, Dr. Alice (LDH)	At-large Alt. [1]	04-04-23	11-30-26
Muhammad, Nafis (LDH)	At-large Alt. [2]	04-04-23	11-30-26
Perez, Karey (LDH)	At-large Alt. [3]	04-04-23	11-30-26
Hayes, Phyllis (LDH)	At-large Alt. [4]	04-04-23	11-30-26
Dzikowski, Barbara (LDH)	Park owner	04-04-23	11-30-26
Forbath, Susy (LDH)	Park owner	04-04-23	11-30-26
Horton, Maria (LDH)	Park owner Alt. [1]	04-04-23	11-30-26
Kleege, Robert Bruce (LDH)	Park owner Alt. [2]	03-04-25	11-30-26
Gonzalez, Leonor (LDH)**	Resident homeowner	11-21-23	11-30-26
King, Tom (CH)	Resident homeowner	01-17-23	11-30-26
Davis, William (LDH)	Resident homeowner Alt. [1]	04-04-23	11-30-26
Richardson, Sheila (LDH)	Resident homeowner Alt. [2]	08-06-24	11-30-26

[15] Relocation Appeals Board

Established by:	Ordinance No. 74-313 (CMC § 21004)
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson.
Meetings:	Only when necessary
Staff Liaison:	Saied Naaseh, Director of Community Development x1770
Support Staff:	Sandy Solis, Economic Development Liaison x1325

		Appointed	Term Expires
Batucal, Dennis (LDH)		04-04-23	11-30-26
Evans, Linda (LDH)		04-04-23	11-30-26
Tate, Dorothy (LDH)**		01-23-24	11-30-26
Guray, Jr., Tancredo "Jun" (JD)		12-03-24	11-30-26
Witherspoon, Murphy (LDH)		01-07-25	11-30-26
Anson, Jr., Oscar (LDH)		01-23-24	11-30-26
Vacant (CH)			11-30-26
Morrison, Chris (JH)		09-16-25	11-30-26
Vacant (AR)			11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

III. SPECIAL COMMITTEE

[16] General Plan Advisory Committee

Established by Minute Action 10-03-17; Amended by Resolution No. 19-029; Amended by Resolution No. 21-031
Membership: 7 members; 2 alternates
Meetings: Only when necessary
Staff Liaison: McKina Alexander, Senior Planner x1326
Support Staff: Planning Technician x1327

		Appointed	Term Expires
Mayor Lula Davis-Holmes (LDH)		04-04-23	11-30-26
Councilmember Jim Dear (JD)		12-03-24	11-30-26
Brimmer, Charlotte (LDH)**		04-04-23	11-30-26
Dudley-Kimble, Monica (CH)		04-04-23	11-30-26
Gonzalez, Leonor (AR)		04-04-23	11-30-26
Hamilton, Dr. John (JH)		04-04-23	11-30-26
Sheriff Department Representative (LDH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (LDH)	Alt. 1	04-04-23	11-30-26
Lott, Aminika (LDH)	Alt. 2	04-04-23	11-30-26

IV. SPECIAL BOARD

[17] Carson Reclamation Joint Powers Authority (CRJPA)

Established by Resolution No. 15-01-CRJPA; Resolution No. 21-02-CRJPA
Membership: 5 members
Meetings: 1st Monday, 4:00 p.m. (Helen Kawagoe Council Chambers)
Staff Liaison: John Raymond, Executive Director x1773
Support Staff: Sylvia Rubio, Executive Assistant x1318

	Appointed	Term Expires
Authority Chair Lula Davis-Holmes	06-07-21	06-07-26
Vice Chair Cedric Hicks	06-07-21	06-07-26
Board Member Ray Aldridge, Jr.	01-26-21	01-26-26
Board Member Lillian Hopson	01-21-21	01-21-26
Board Member Dianne Thomas	01-21-21	01-21-26

V. COUNCIL SUB-COMMITTEES

[18] Bingo/Fireworks/Refuse Ad Hoc Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Councilmember Rojas	12-03-24

[19] Community Development/Housing/Logistics & Transit Standing Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Pro Tempore Hicks, Sr.	06-01-21
Councilmember Dr. Hilton	06-01-21

[21] Legislative Ad Hoc Committee
Established by Minute Order 02-16-21

	Appointed
Mayor Pro Tempore Hicks, Sr.	12-03-24
Councilmember Dr. Hilton	12-03-24

[22] City Hall/Community Center Renovation Ad Hoc Committee
Established by Minute Order 01-26-21

	Appointed
Mayor Davis-Holmes	01-26-21
Councilmember Dr. Hilton	01-26-21

[23] Economic Development/E-Commerce Ad Hoc Committee
Established by Minute Order 03-02-21

	Appointed
Mayor Davis-Holmes	03-02-21
Mayor Pro Tempore Hicks, Sr.	03-02-21

[24] Conditional Use Permit Ad Hoc Committee
Established by Minute Order 04-05-22

	Appointed
Mayor Davis-Holmes	04-05-22
Councilmember Dr. Hilton	04-05-22

[25] Housing Ad Hoc Committee
Established by Minute Order 03-16-21

	Appointed
Councilmember Dr. Hilton	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[26] Diversity, Equity and Inclusion Ad Hoc Committee
Established by Minute Order 09-07-21

	Appointed
Councilmember Dr. Hilton	09-07-21
Councilmember Rojas	03-01-22

[27] Standard Management Procedures and Special Events Ad Hoc Committee
Established by Minute Order 01-04-22

	Appointed
Mayor Davis-Holmes	01-04-22
Councilmember Dr. Hilton	01-04-22

[28] Cell 2 Settlement Ad Hoc Committee
Established by Minute Order 02-07-22 (Carson Reclamation Authority)

	Appointed
Authority Chair Lula Davis-Holmes	02-07-22
Board Member Dianne Thomas	02-07-22

[29] School Safety Ad Hoc Committee
Established by Minute Order 02-15-22

	Appointed
Councilmember Dr. Hilton	12-03-24
Councilmember Rojas	12-03-24
Captain Jones Norman	12-03-24

[30] Carson Finance and Audit Committee
Established by Minute Order 06-20-23

	Appointed
Mayor Davis-Holmes	06-20-23
Councilmember Rojas	06-20-23
Mayor Pro Tempore Hicks, Sr.	02-18-24

[31] Short-Term Rentals Ad Hoc Committee
Established by Minute Order 03-02-21
Established by Minute Order 10-03-23

	Appointed
Mayor Davis-Holmes	10-03-23
Councilmember Dr. Hilton	10-03-23

[32] Special Event Ad Hoc Committee
Established by Minute Order 06-06-24

	Appointed
Mayor Davis-Holmes	06-06-24
Councilmember Dr. Hilton	06-06-24

[33] LA '28 Olympics Ad Hoc Committee
Established by Minute Order 07-16-24

	Appointed
Mayor Davis-Holmes	07-16-24

Councilmember Dr. Hilton	07-16-24

[34] Refinery Ad Hoc Committee
Established by Minute Order 12-03-24

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[35] Grocery Store Ad Hoc Committee
Established by Minute Order 06-18-24

		Appointed
Councilmember Dr. Hilton	Member	06-18-24
Mayor Pro Tempore Hicks, Sr.	Member	06-18-24

[36] Gil Smith Memorial Ad Hoc Committee
Established by Minute Order 01-07-25

	Appointed
Mayor Davis-Holmes	01-07-25
Councilmember Dr. Hilton	01-07-25

[37] Energy Ad Hoc Committee
Established by Minute Order on 09-16-25

	Appointed
Mayor Pro Tempore Hicks, Sr.	09-16-25
Councilmember Dr. Hilton	09-16-25

VI. CITY AFFILIATED ORGANIZATIONS

[38] California Contract Cities Association

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	12-03-24
Mayor Davis-Holmes	Alt.	12-03-24

[39] Clean Power Alliance
Ord. No. 17-1633; LACCE Joint Powers Agreement (Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	11-15-22
Councilmember Rojas	Alt. 1	12-03-24
Staff Member Reata Kulcsar	Alt. 2	11-15-22

[40] County of Los Angeles Public Library Commission

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24

[41] County Sanitation Districts of Los Angeles (Dist. No. 8)*
Automatic designation of Mayor as Delegate per Health and Safety Code Section 4730. City Council as governing body, must select an alternate to act in place of presiding officer (Mayor) in absence, inability, or refusal to act.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alternate	12-03-24

[42] 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

[43] L.A. County City Selection Committee

Per Government Code Section 50270, the membership of each such City Selection Committee shall consist of the Mayor of each city within the county. Members of the LA County City Selection Committee include the Mayor of each city within Los Angeles County. Each city appoints an elected official as a delegate to the City Selection Committee; it usually is the Mayor. The term of office for each Member of the LA County City Selection Committee coincides with City Mayor terms, and the Committee meets three or four times a year, at the call of the Chairman. Their duties are to appoint City representatives to such Boards, Commissions and Agencies as may be required by law, i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County (North County/San Fernando Valley, San Gabriel Valley, Southeast Long Beach and Southwest Corridor) shall meet as a Sector Subcommittee. Each candidate with a majority weighted vote will then be nominated from that Sector for consideration for appointment to the MTA.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alt.	01-23-24

[44] League of California Cities

		Appointed
Councilmember Rojas	Delegate	03-01-22
Councilmember Dr. Hilton	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[45] League of California Cities (Los Angeles Co. Division)

		Appointed
Councilmember Dr. Hilton	Delegate	12-03-24
Councilmember Rojas	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[46] National League of Cities

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Councilmember Rojas	Alt. 1	12-03-24
Councilmember Dr. Hilton	Alt. 2	12-03-24

[47] South Bay Cities Council of Govts (Joint Powers Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Mayor Davis-Holmes	Alt.	12-03-24

[48] 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

[49] Southern California Association of Governments (SCAG)

		Appointed
Councilmember Dr. Hilton	Delegate	01-26-21
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	12-03-24

[50] U.S. Conference of Mayors

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Rojas	Alt. 1	03-01-22
Mayor Pro Tempore Hicks, Sr.	Alt. 2	01-26-21

[51] West Basin Water Association

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24
Mayor Pro Tempore Hicks, Sr.	Alt.	01-26-21