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

Wednesday, November 5, 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**
- **Youtube : www.youtube.com/@CityofCarsonCalifornia**
- **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 DR. ROSHOD D. HALL FROM RESURRECTION CHURCH L.A.

CLOSED SESSION (Items 2-4)

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

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

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

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Justin Battle v. City of Carson; Case No. 24STCV17820.

4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1), because there is a significant exposure to litigation in 1 case(s).

RULES OF DECORUM:

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

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

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

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Items 5-6)

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

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

PRESENTATIONS (Items 7-16)

7. PROCLAMATION RECOGNIZING NOVEMBER AS DIABETES AWARNESS MONTH

8. PROCLAMATION RECOGNIZING NOVEMBER AS INDIGENOUS PEOPLES MONTH

9. PROCLAMATION RECOGNIZING NOVEMBER AS NATIONAL PREMATURITY AWARENESS MONTH

10. PROCLAMATION RECOGNIZING SMALL BUSINESS SATURDAY

11. UPDATE ON THE CITY'S COMMERCIAL FACADE IMPROVEMENT PROGRAM

12. UPDATE THE FROM THE LOS ANGELES UNIFIED SCHOOL DISTRICT ON THEIR GOALS AND INITIATIVES FOR THE 2025-2026 SCHOOL YEAR

13. UPDATE FROM THE PLANNING COMMISSION

14. UPDATE FROM THE ECONOMIC DEVELOPMENT COMMISSION

15. UPDATE FROM MEASURE C & K BUDGET OVERSIGHT COMMITTEE

16. INTRODUCTION OF NEW DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

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 17)

17. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - OCTOBER 21, 2025 (REGULAR)

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

CONSENT (Items 18-29)

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.

18. CONSIDER ADOPTING RESOLUTION NO. 25-130, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $15,835,033.12, DEMAND CHECK NUMBERS 275, 181592 THROUGH 181930 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-130, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $15,835,033.12, DEMAND CHECK NUMBERS 275, 181592 THROUGH 181930."

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

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

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

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

21. CONSIDER ADOPTION OF A RESOLUTION NO. 25-132 ACCEPTING CERTIFICATION BY THE CITY CLERK AS TO THE SUFFICIENCY OF THE INITIATIVE PETITION ENTITLED “A PROPOSED INITIATIVE ORDINANCE TO AMEND THE CARSON MUNICIPAL CODE TO PERMIT THE SALE AND USE OF CERTAIN FIREWORKS WITHIN THE CITY OF CARSON” (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution 25-132, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ACCEPTING CERTIFICATION BY THE CITY CLERK AS TO THE SUFFICIENCY OF THE INITIATIVE PETITION ENTITLED ‘A PROPOSED INITIATIVE ORDINANCE TO AMEND THE CARSON MUNICIPAL CODE TO PERMIT THE SALE AND USE OF CERTAIN FIREWORKS WITHIN THE CITY OF CARSON’”

22. CONSIDER ADOPTING RESOLUTION NO. 25-128, AMENDING THE CLASSIFICATION PLAN TO ADJUST THE SALARY RANGE AND MINIMUM QUALIFICATIONS FOR THE CODE ENFORCEMENT OFFICER CLASSIFICATION TO ACHIEVE PAY EQUITY WITH THE CODE ENFORCEMENT AND COLLECTIONS OFFICER CLASSIFICATION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-128, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111 TO ADJUST THE SALARY RANGE AND MINIMUM QUALIFICATIONS FOR THE CODE ENFORCEMENT OFFICER CLASSIFICATION TO ACHIEVE PAY EQUITY WITH THE CODE ENFORCEMENT AND COLLECTIONS OFFICER CLASSIFICATION".

23. CONSIDER APPROVING AMENDMENT NO. 3 TO EXTEND THE CONTRACT SERVICES AGREEMENT WITH LONG BEACH PUBLIC TRANSPORTATION COMPANY FOR ONE ADDITIONAL YEAR TO PROVIDE CONTINUED FIXED-ROUTE BUS SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 3 to the Contract Services Agreement between the City of Carson and Long Beach Public Transportation Company (Exhibit No 4; "Amendment No. 3"); and,

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

24. CONSIDER APPROVAL OF AMENDMENT NO. 5 TO THE AGREEMENT WITH JOHNSON CONTROLS, INC., CONTRACT (23-083) FOR INSTALLATION OF ADDITIONAL CARD READERS AND RELATED ACCESS CONTROL EQUIPMENT IN THE CITY HALL BASEMENT, AND TO INCREASE THE CONTRACT SUM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 5 to the agreement with Johnson Controls, Inc. (Exhibit No. 1) to increase the contract sum from $8,246,769.71 to $8,288,521.52; and

— 2. AUTHORIZE the Mayor to execute Amendment No. 5, following approval as to form by the City Attorney.

25. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RJM DESIGN GROUP FOR DESIGN SERVICES FOR PROJECT NO. 1368 CARRIAGE CREST PARK EXPANSION AND IMPROVEMENTS PROJECT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE proposed Amendment No. 2 to the Professional Services Agreement with RJM Design Group, Inc. for Project No. 1368, Carriage Crest Park Expansion and Improvements Project, for an additional amount of $200,000, bringing the total not-to-exceed amount to $1,104,455, and extending the term of the contract until June 30, 2026; and,

— 2. AUTHORIZE the Mayor to execute the proposed Amendment No. 2 to the Professional Services Agreement following approval as to form by the City Attorney.

26. CONSIDER APPROVAL OF FINAL PARCEL MAP NO. 84441: A SUBDIVISION OF ONE PARCEL INTO TWO PARCELS LOCATED AT 101 & 117 EAST CARSON STREET (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RESEND approval of Council Action on March 18, 2025 Item No.25 for Final Map;

— 2. APPROVE Parcel Map No. 84441 for a lot split for commercial purposes located at 101 & 107 East Carson Street;

— 3. MAKE the findings listed in the body of this report; and,

— 4. INSTRUCT the City Clerk to endorse the certificate that embodies the approval of said Parcel Map on the face of Parcel Map No. 84441

27. CONSIDER AWARD OF CONSTRUCTION CONTRACT TO BEADOR CONSTRUCTION COMPANY, INC. FOR PROJECT 675: SEPULVEDA BLVD - WIDENING PROJECT FROM ALAMEDA BOULEVARD TO INTERMODAL WAY (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD a Construction Contract to the lowest responsive and responsible bidder, Beador Construction Company Inc., for Project No. 675 - Sepulveda Bridge Widening from Alameda Boulevard to Intermodal Way, in the amount not to exceed $21,975,300;

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

— 3. AUTHORIZE a 10% construction contingency (approximately $2,197,530) to address any unforeseen construction conditions that way arise, funded entirely through the Los Angeles County Metropolitan Transportation Authority (Metro) Measure M Grant.

28. CONSIDER APPROVAL OF THE SUCCESSOR PROJECT LABOR AGREEMENT WITH THE LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND UNIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Successor Project Labor Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions for a term of five (5) years with three one-year renewals; and,

— 2. AUTHORIZE the Mayor to execute the same upon approval as to form by the City Attorney.

29. CONSIDER APPROVING A SUPPLEMENTAL BUDGET AND AUTHORIZING A FUNDING TRANSFER FOR CAPITAL IMPROVEMENT PROJECT NO. 1610: FOISIA PARK IMPROVEMENTS AND CONSIDER RESOLUTION 25-131, 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. APPROVE a supplemental budget in the amount of approximately $100,000.00 for Capital Improvement Project No. 1610: Foisia Park Improvements, to cover the cost of replacing hydro-seed with sod.

— 2. WAIVE further reading and ADOPT Resolution No. 25-131, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING FISCAL YEAR 2025-2026 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" to transfer funds between 101-99-999-904-8009 and 101-99-999-904-8008 to fully fund this supplemental budget.

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 30-32)

30. CONSIDER APPROVAL OF AMENDMENT NO. 8 TO A CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING SERVICES WITH NATIONWIDE ENVIRONMENTAL SERVICES (C-08-001) TO EXECUTE THE FIRST ONE-YEAR CONTRACT EXTENSION OPTION AND APPROVE A DISPOSAL RATE INCREASE AND 3.42% ANNUAL CONSUMER PRICE INDEX COST OF LIVING RATE ADJUSTMENT AND APPROVAL OF RESOLUTION NO. 25-126, “A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE SPECIAL REVENUE FUND" (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 8 to the Contract Services Agreement with Nationwide Environmental Services, Inc., a division of Joe’s Sweeping, Inc., to provide street sweeping services with a disposal rate adjustment of $55,845 and annual Consumer Price Index rate adjustment of $40,273.21 for FY 2025-26, for a total amount of $96,118.21, thereby increasing the total annual contract sum under the Agreement to $1,273,697.53; and,

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

— 3. WAIVE further reading and ADOPT Resolution No. 25-126, “A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE SPECIAL REVENUE FUND” (Exhibit 3).

31. CONSIDER TAKING AN ACTION PURSUANT TO ELECTION CODE SECTION 9215 FOR FIREWORKS INITIATIVE ORDINANCE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ADOPT without alteration and pursuant to Elections Code Section 9215(a), Ordinance No. 25-2519, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING AN INITIATIVE MEASURE ENTITLED “A PROPOSED INITIATIVE ORDINANCE TO AMEND THE CARSON MUNICIPAL CODE TO PERMIT THE SALE AND USE OF CERTAIN FIREWORKS WITHIN THE CITY OF CARSON” (Exhibit No. 1); OR

— 2. ORDER a Report on the effects of the proposed initiative Ordinance No. 25-2519, pursuant to Election Code sections 9215(c) and 9212; and SUBMIT the proposed initiative Ordinance No. 25-2519, without alteration, to the voters at a General Municipal Election occurring on June 2, 2026, pursuant to Elections Code Sections 9215(b) and 1405, by taking the following actions: a. ADOPT Resolution 25-133, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, JUNE 2, 2026, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY AN INITIATIVE MEASURE, WHICH WILL AMEND ARTICLE III, CHAPTER 1 “FIRE PREVENTION” OF THE CARSON MUNICIPAL CODE TO ALLOW THE SALE AND USE OF “SAFE AND SANE” FIREWORKS IN THE CITY OF CARSON” (Exhibit No. 2); and b. ADOPT Resolution 25-134, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENT(S) AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING AN INITIATIVE MEASURE, WHICH WILL ALLOW THE SALE AND USE OF “SAFE AND SANE” FIREWORKS IN THE CITY OF CARSON” (Exhibit No. 3); and c. ADOPT Resolution 25-135, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING AN INITIATIVE MEASURE, WHICH WILL AMEND ARTICLE III, CHAPTER 1 “FIRE PREVENTION” OF THE CARSON MUNICIPAL CODE TO ALLOW THE SALE AND USE OF “SAFE AND SANE” FIREWORKS IN THE CITY OF CARSON, TO BE SUBMITTED AT THE GENERAL MUNICIPAL ELECTION ON JUNE 2, 2026” (Exhibit No. 4); OR

— 3. ORDER a Report on the effects of the proposed initiative Ordinance No. 25-2519, pursuant to Election Code sections 9215(c) and 9212; and SUBMIT the proposed initiative Ordinance No. 25-2519, without alteration, to the voters at a General Municipal Election occurring on June 2, 2026, pursuant to Elections Code Sections 9215(b) and 1405.

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

RECOMMENDED ACTION

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

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

— 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: October 29, 2025

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Wednesday, November 5, 2025, 5:00 PM

APPROVAL OF MINUTES 17.

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 - OCTOBER 21, 2025 (REGULAR)

I. SUMMARY

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

- Tuesday, October 21, 2025 (Regular)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, October 21, 2025 (Regular)

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

Attachments

Minutes - CC Reg Mtg 10-21-25.pdf

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING

October 21, 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)

Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Joy Simarago 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; Benjamin Jones, Assistant City/Agency/Authority Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John Raymond, Executive Director; Michael Whittiker, Jr., Director of Community Services; William Jefferson, Director of Finance; Gary Carter, Director of Information Technology and Security; Josh Boudreaux, Director of Human Resources; Nora Garcia, Director of Public Safety; Thomas Toman, Deputy City Manager; Armine Chaparyan, Deputy City Manager; and Reata Kulcsar, Energy and Sustainability Officer

FLAG SALUTE

Council Member/Agency Member/Authority Board Member, Dr. Hilton led the Pledge of Allegiance.

INVOCATION (Item 1)

1. PASTOR HENRY YANDALL FROM HARBOR COMMUNITY CHURCH OF GOD

Pastor Henry Yandall gave the invocation.

CLOSED SESSION (Items 2-3)

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

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)

Assistant City/Agency/Authority Attorney Jones announced the Closed Session items.

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

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

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)- 5:08 PM

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)- 5:08 PM

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 6:08 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

Assistant City/Agency/Authority Attorney Jones gave the Closed Session Report.

INTRODUCTIONS (MAYOR) (Item 4)

4. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:19 PM

Item No. 4 was heard after Item No. 10.

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

Council Member/Agency Member/Authority Board Member Rojas thanked Captain Norman, staff, and specialized units for the street takeover task forces.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. thanked Captain Norman and Sheriff Deputies for their assistance at the Food Giveaway. He reported there has been a propensity of big rig trucks traveling on University Drive between Wilmington Avenue and Central Avenue shaking homes in the area. There is a sign at the corner of University Drive and Wilmington Avenue where there is a flashing light that states no trucks. He requested one or two more signs that flash on the same route.

Council Member/Agency Member/Authority Board Member, Dr. Hilton reported there is a congregation of unhoused individuals near the Martin Luther King, Jr. Library on Avalon Boulevard and asked for patrol in the area. Captain Norman responded in the affirmative.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes dittoed Council Member, Dr. Hilton's comments and the same attention should be given to the Martin Luther King, Jr. Library as the Carson Library. She requested monitoring the library every hour and not just respond from a phone call. City Manager Roberts, Jr. responded he would work with Public Safety.

Council Member/Agency Member/Authority Board Member Dear reported a street takeover on Carson Street and Dolores Street on Friday. Captain Norman responded she would look into the area.

PRESENTATIONS (Items 5-11)

5. REMINDER OF THE CITY COUNCIL MEETING DATE CHANGE FROM NOVEMBER 4 TO NOVEMBER 5 DUE TO THE ELECTION

Mayor/Agency Chairman/Authority Chairman David-Holmes reminded everyone the City Council meeting date change from November 4, 2025 to November 5, 2025 due to the election.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced she and Council Member Rojas were invited to visit Tokyo, Japan as their guest delegation and attended the Japan-United States Leadership Summit along with other mayors and dignitaries from October 6 through 10, 2025. It was a great experience showcasing Carson. Council Member/Agency Member/Authority Board Member Rojas offered comments and shared her experience. They shared a highlight video.

6. RECOGNITION FOR BLAIN WATSON, JR. AND TAJ MCLEAN FOR THEIR COMMITMENT TO THEIR ATHLETIC AND ACADEMIC GOALS

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced Blain Watson, Jr. and Taj McLean. Blain Watson, Sr. offered comments regarding Blain Watson, Jr. and Taj McLean. City Manager Roberts, Jr. read and presented a Certificate of Recognition each to Blain Watson, Jr. and Taj McLean who both offered words of gratitude.

7. PROCLAMATION RECOGNIZING THE SECOND WEEK OF OCTOBER AS CODE ENFORCEMENT OFFICER APPRECIATION WEEK

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. read and presented the proclamation to Director Nora Garcia alongside the Code Enforcement Officers and Public Safety staff. Director Garcia offered comments and recognized the Public Safety Team.

8. PROCLAMATION RECOGNIZING OCTOBER AS COMMUNITY PLANNING MONTH

Council Member/Agency Member/Authority Board Member, Dr. Hilton read and presented the proclamation to Planning Manager McKina Alexander alongside the Planning Team. Planning Manager Alexander offered comments and words of gratitude.

9. PROCLAMATION RECOGNIZING RED RIBBON WEEK (OCT 23- 31)- 7:02 PM

Council Member/Agency Member/Authority Board Member Rojas read and presented the proclamation to Captain Norman and Richard Bis who offered comments and words of gratitude. Paz Velasquez offered comments.

10. PROCLAMATION RECOGNIZING OCTOBER AS CANCER AWARNESS MONTH

Item No. 10 was heard after the Closed Session Report.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced October is Breast Cancer Awareness Month. She shared the Women's Health Conference and Business Expo held on October 17, 2025 was an awesome and well attended event. She read and presented the proclamation to Dr. Melanie Friedlander who offered comments and accepted with words of gratitude.

11. PROCLAMATION RECOGNIZING OCTOBER AS BULLYING PREVENTION MONTH

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

Council Member/Agency Member/Authority Board Member, Dr. Hilton read and presented the proclamation to Giordan Williams who offered comments and words of gratitude.

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

Marco Soto, Administrative Services Co-op (Yellow Cab) - Item No. 38

Offered comments in support of Administrative Services Co-op (Yellow Cab) for Dial-A-Ride services

Luz Padua - Item No. 38

Offered comments in support of Administrative Services Co-op (Yellow Cab) for Dial-A-Ride services with option to work with other transportation services

Brandi Murdock - Item No. 38

Followed up on comments she made at the last City Council Meeting regarding Disabilities Commission and requested to expand the commission from two members to three members to better focus on issues and offered comments regarding Dial-A-Ride services

APPROVAL OF MINUTES (Item 12)

12. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - SEPTEMBER 30, 2025 (REGULAR)- 7:30 PM

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

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

CONSENT (Items 13-33)

Assistant City/Agency/Authority Attorney Jones requested to add a subsequent need item to the Consent Calendar and explained the legal requirements to add the item to the agenda. The item is to Consider Resolution No. 25-129 expressing Support for Women Basketball Players who are represented by the Women's National Basketball Players Association, including the Sparks in Los Angeles, California, and urging the Women's National Basketball Association to negotiate equitable contracts that provide these workers wages and benefits that justly honor their invaluable contributions, and improved working conditions that prioritize their health, safety, and holistic well being.

Motion to add an urgency item to the agenda as described by Assistant City Attorney Jones as Item No. 33A submitted by Dear, seconded by Hilton resulting in 5-0-0-0-0

Motion to Approve Consent Items No. 13-33A submitted by Davis-Holmes, seconded by Dear.

Council Member/Agency Member/Authority Board Member, Dr. Hilton requested to remove Item No. 33A for discussion.

Assistant City/Agency/Authority Attorney Jones noted changes to Item No. 21, provided Exhibits A-D to the Settlement Agreement with CAM-Carson, LLC. Copies were distributed to the City Council, posted on the website, and made available to the public. Also, he noted the staff recommendation be modified to clarify that for Exhibit C which is the Termination of the Development Agreement that needs to be recorded that the City Manager with the City Attorney will be authorized to make minor technical changes to the document, if necessary, to ensure proper finalization and recordation.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes offered a friendly amendment to the motion to include changes to Item No. 21 as described by Assistant City Attorney Jones which was accepted by the seconder of the motion.

Motion to approve the Consent items, as amended, 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 SEPTEMBER 2025 PER ORDINANCE 24-2401 (CITY COUNCIL)

RECOMMENDED ACTION

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

ACTION: Item No. 13 was approved on Consent.

14. CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD OF SEPTEMBER 1, 2025, THROUGH SEPTEMBER 30, 2025 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 14 was approved on Consent.

15. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER AUTHORITY FOR THE PERIOD SEPTEMBER 1, 2025 THROUGH SEPTEMBER 30, 2025 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 15 was approved on Consent.

16. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER THE AUTHORITY OF DEPARTMENT DIRECTORS FOR THE PERIOD SEPTEMBER 1, 2025 THROUGH SEPTEMBER 30, 2025 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 16 was approved on Consent.

17. CONSIDER ADOPTING RESOLUTION NO. 25-123, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,112,339.25, DEMAND CHECK NUMBERS 181356 THROUGH 181591 AND 270 FOR GENERAL DEMAND (CITY COUNCIL)- 7:32 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-123, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,112,339.25, DEMAND CHECK NUMBERS 181356 THROUGH 181591 AND 270 FOR GENERAL DEMAND".

ACTION: Item No. 17 was approved on Consent.

18. CONSIDER ADOPTING RESOLUTION NO. 25-11-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $63,641.85,

DEMAND CHECK NUMBERS HA-002070 THROUGH HA-002076 (CITY COUNCIL)- 7:32 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-11-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF$63,641.85, DEMAND CHECK NUMBERS HA-002070 THROUGH HA-002076".

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER ADOPTING RESOLUTION NO. 25-10-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $5,044.55, DEMAND CHECK NUMBER SA-001968 THROUGH SA-001970 (CITY COUNCIL)- 7:32 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution NO. 25-10-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $5,044.55, DEMAND CHECK NUMBER SA-001968 THROUGH SA-001970".

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER A RECEIVE AND FILE UPDATE ON THE PURCHASE OF 24205 AVALON BOULEVARD IN THE CITY OF CARSON (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this informational update.

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER APPROVAL OF A SETTLEMENT AGREEMENT WITH CAM-CARSON, LLC, CONCLUDING LITIGATION BETWEEN THE CITY AND CAM-CARSON IN LOS ANGELES SUPERIOR COURT CASE NO. 20STCV16461 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Settlement Agreement and Mutual Release (Exhibit No. 1).

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

ACTION: Item No. 21 was approved on Consent.

22. CONSIDER APPROVAL OF A SETTLEMENT AGREEMENT CONCLUDING THE CITY'S LITIGATION RELATED TO THE DOMINGUEZ CHANNEL INCIDENT, LOS ANGELES SUPERIOR COURT CASE NO. 21STCV38929 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Settlement Agreement and General Release (Exhibit No. 1).

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

ACTION: Item No. 22 was approved on Consent.

23. CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BETWEEN RUBEN HOVANESIAN AND CITY OF CARSON (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Settlement Agreement and Release of All Claims between Plaintiff Ruben Hovanesian and City of Carson

— 2. AUTHORIZE the Mayor to execute the Agreement

ACTION: Item No. 23 was approved on Consent.

24. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING SEPTEMBER 30, 2025 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE

ACTION: Item No. 24 was approved on Consent.

25. CONSIDER ADOPTION OF RESOLUTION NO. 25-124, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS FOR CIP PROJECTS PW1368 CARRIAGE CREST PARK EXPANSION & IMPROVEMENT PROJECT AND PW1617 LENARDO DRIVE, TRAFFIC SIGNAL AND ROAD CONSTRUCTION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-124, “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 increase project budget authority of PW1368 by $200,000 and PW1617 by $750,000 (EXHIBIT NO. 1).

ACTION: Item No. 25 was approved on Consent.

26. CONSIDERATION TO ACCEPT THE PROJECT AS COMPLETE, PROJECT NO. 1731: CITY HALL BASEMENT/EMERGENCY OPERATIONS CENTER RENOVATION PROJECT; AUTHORIZATION TO EXERCISE THE $175,000 IN ALLOWANCE FUNDS WITH INTERIOR PLUS INC.; AND ADOPT RESOLUTION NO. 25-118 APPROPRIATING DEVELOPMENT IMPACT FEE FUNDS FOR PROJECT CLOSEOUT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ACCEPT as complete, Project No. 1731: City Hall Basement/Emergency Operations Center Renovation Project.

— 2. AUTHORIZE Staff to file a Notice of Completion with the Los Angeles County Recorder's Office.

— 3. APPROVE exercising $175,000 in allowance funds with Interior Plus Inc. and APPROVE and RATIFY change orders in the amount of $150,003.76, thereby increasing the contract amount from $3,789,181.16 to $4,114,184.92.

— 4. ADOPT Resolution 25-118, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025–26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS"

ACTION: Item No. 26 was approved on Consent.

27. CONSIDER ADOPTING RESOLUTION NO. 25-127, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY REVISING THE MINIMUM QUALIFICATIONS FOR THE CLASSIFICATION OF SENIOR GROUNDS WORKER (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-127, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY REVISING THE MINIMUM QUALIFICATIONS FOR THE CLASSIFICATION OF SENIOR GROUNDS WORKER"

ACTION: Item No. 27 was approved on Consent.

28. CONSIDER AWARDING AND APPROVING A CONTRACT TO LIGHTHOUSE 4KIDS, INC., TO PROVIDE ZERO-COST, GRANT-BASED MEAL AND SNACK SERVICES FOR SUMMER AND AFTERSCHOOL PROGRAMS, AND THE EARLY CHILDHOOD EDUCATION PROGRAM (CITY COUNCIL)- 7:32 PM

RECOMMENDED ACTION

— 1. AWARD a Contract Services Agreement to Lighthouse 4Kids, Inc. to provide zero-cost grant-based meal and snack services for free lunches and snacks to children participating in Kids Club, Summer Day Camp, 3-in-1 Enrichment and Early Childhood Education programs for an initial three-year term of December 4, 2025 through December 3, 2028 plus two additional one-year options ("Agreement"); and

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

ACTION: Item No. 28 was approved on Consent.

29. CONSIDER AWARDING AND APPROVING A CONTRACT TO MASTER PROTECTION, DBA FIREMASTER, TO PROVIDE KITCHEN HOOD FIRE SUPPRESSION SYSTEM MAINTENANCE, INSPECTION, AND CLEANING SERVICES AT THE CARSON EVENT CENTER (CITY COUNCIL)- 7:32 PM

RECOMMENDED ACTION

— 1. AWARD and APPROVE a Contract Services Agreement for kitchen hood fire suppression system maintenance, inspection, and cleaning services at the Carson Event Center with Master Protection dba Firemaster (Exhibit No. 5; “Agreement”); and,

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

ACTION: Item No. 29 was approved on Consent.

30. CONSIDER APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES; AUTHORIZE ADVERTISEMENT FOR CONSTRUCTION BIDS; AND RECORD A NOTICE OF EXEMPTION WITH THE LOS ANGELES COUNTY CLERK AND WITH THE STATE CLEARINGHOUSE FOR PROJECT NO. 1801: MEDIAN STREETSCAPE - CIVIC CORRIDOR, ALONG CARSON STREET (FROM THE I-405 FREEWAY TO GRACE AVENUE) AND AVALON BOULEVARD (FROM 220TH STREET TO THE I-405 FREEWAY, AND FROM DEL AMO BOULEVARD TO THE SR-91 FREEWAY), PURSUANT TO SECTION 15301 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE PS&E for Project No. 1801: Median Streetscape - Civic Corridor, along Carson Street (from the I-405 Freeway to Grace Avenue) and Avalon Boulevard (from 220th Street to the I-405 Freeway, and from Del Amo Boulevard to the SR-91 Freeway);

— 2. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 1801: Median Streetscape - Civic Corridor, along Carson Street (from the I-405 Freeway to Grace Avenue) and Avalon Boulevard (from 220th Street to the I-405 Freeway, and from Del Amo Boulevard to the SR-91 Freeway);

— 3. MAKE the California Environmental Quality Act finding that the proposed Project No. 1801: Median Streetscape - Civic Corridor, along Carson Street (from the I-405 Freeway to Grace Avenue) and Avalon Boulevard (from 220th Street to the I-405 Freeway, and from Del Amo Boulevard to the SR-91 Freeway) is exempt pursuant to Section 15301 of the California Environmental Quality Act guidelines; and,

— 4. AUTHORIZE staff to record the "Notice of Exemption" in the office of the Los Angeles County Clerk and with the State Clearing House at the Governor's Office of Planning and Research for Project No. 1801: Median Streetscape - Civic Corridor, along Carson Street (from the I-405 Freeway to Grace Avenue) and Avalon Boulevard (from 220th Street to the I-405 Freeway, and from Del Amo Boulevard to the SR-91 Freeway).

ACTION: Item No. 30 was approved on Consent.

31. CONSIDER APPROVAL OF AMENDMENT NO. 3 TO FCG CONSULTANTS INC. AGREEMENT TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 3 with FCG Consultants Inc. for On-Call Construction Management and Inspection Services increasing the contract sum by $150,000 for a total contract sum of $1,287,635 and extending the contract term one year until June 30, 2027; and,

— 2. AUTHORIZE the Mayor to execute contract Amendment No. 3 with FCG Consultants Inc. following approval as to form by the City Attorney.

ACTION: Item No. 31 was approved on Consent.

32. CONSIDER RESOLUTION NO. 25-121 ADOPTING THE UPDATED CITY OF CARSON 2025 SEWER SYSTEM MANAGEMENT PLAN PER THE STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ADOPT RESOLUTION NO. 25-121 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING THE UPDATED CITY OF CARSON 2025 SEWER SYSTEM MANAGEMENT PLAN PER THE STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS" (Exhibit No. 2)

— 2. AUTHORIZE City Staff to submit and certify the 2025 Sewer System Management Plan to the State Water Resources Control Board.

ACTION: Item No. 32 was approved on Consent.

33. CONSIDERATION TO ACCEPT THE PROJECT AS COMPLETE, PROJECT NO. 1722: 213TH STREET PAVEMENT REHABILITATION AND CONCRETE REPLACEMENT FROM MAIN STREET TO SELWYN AVENUE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ACCEPT as complete, Project No. 1722: 213th Street Pavement Rehabilitation and Concrete Replacement from Main Street to Selwyn Avenue.
— 2. AUTHORIZE staff to file a Notice of Completion with the Los Angeles County Recorder's Office.

ACTION: Item No. 33 was approved on Consent.

33A. CONSIDER ADOPTING RESOLUTION NO. 25-129, EXPRESSING SUPPORT FOR WOMEN BASKETBALL PLAYERS WHO ARE REPRESENTED BY THE WOMEN'S NATIONAL BASKETBALL PLAYERS ASSOCIATION, INCLUDING THE SPARKS IN LOS ANGELES, CALIFORNIA, AND URGING THE WOMEN'S NATIONAL BASKETBALL ASSOCIATION TO NEGOTIATE EQUITABLE CONTRACTS THAT PROVIDE THESE WORKERS WAGES AND BENEFITS THAT JUSTLY HONOR THEIR INVALUABLE CONTRIBUTIONS, AND IMPROVED WORKING CONDITIONS THAT PRIORITIZE THEIR HEALTH, SAFETY, AND HOLISTIC WELL BEING

RECOMMENDED ACTION

-ADOPT Resolution No. 25-129, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, EXPRESSING SUPPORT FOR WOMEN BASKETBALL PLAYERS WHO ARE REPRESENTED BY THE WOMEN'S NATIONAL BASKETBALL PLAYERS ASSOCIATION, INCLUDING THE SPARKS IN LOS ANGELES, CALIFORNIA, AND URGING THE WOMEN'S NATIONAL BASKETBALL ASSOCIATION TO NEGOTIATE EQUITABLE CONTRACTS THAT PROVIDE THESE WORKERS WAGES AND BENEFITS THAT JUSTLY HONOR THEIR INVALUABLE CONTRIBUTIONS, AND IMPROVED WORKING CONDITIONS THAT PRIORITIZE THEIR HEALTH, SAFETY, AND HOLISTIC WELL BEING

Item No. 33A was Removed from Consent and heard after approval of the Consent items.

Council Member/Agency Member/Authority Board Member, Dr. Hilton offered comments in support of the item.

Motion to approve Resolution No. 25-129 submitted by Hilton, seconded by Dear resulting in 5-0-0-0-0

SPECIAL ORDERS OF THE DAY

None.

DISCUSSION (Item 34-39)

34. CONSIDER APPROVING A $2,500 DIGITAL TRIBUTE AD PLACEMENT RECOGNIZING THE RETIREMENT OF PRESIDENT THOMAS PARHAM FROM CALIFORNIA STATE UNIVERSITY,

DOMINGUEZ HILLS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the purchase of a digital tribute ad in the amount of $2,500.00 for a gala hosted by California State University, Dominguez Hills, that will celebrate student success, the university's 65th anniversary, and honor of retiring University President Thomas A. Parham

City Manager Roberts, Jr. gave a report.

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

35. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, TO ADOPT SPEED LIMITS WITHIN CERTAIN CITY STREETS, AS THE OFFICIAL DOCUMENTATION OF DECLARED PRIMA FACIE SPEED LIMITS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. INTRODUCE for first reading, by title only and with full reading waived, Ordinance No. 25-2518, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING ENGINEERING AND TRAFFIC SURVEYS FOR SPEED LIMITS IN QUADRANT 1, QUADRANT 2, AND QUADRANT 4, AS MAINTAINED BY THE PUBLIC WORKS DEPARTMENT AS THE OFFICIAL DOCUMENTATION OF DECLARED PRIMA FACIE SPEED LIMITS".

Jaimee Bourgeois, Albert A. Webb Associates, introduced herself and gave a PowerPoint presentation.

Deputy City Manager Thomas Toman offered comments.

Questions were asked and answered.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 8:03 P.M. and reentered the meeting at 8:05 P.M.)

(Council Member/Agency Member/Authority Board Member Dear exited the meeting at 8:06 P.M. and reentered the meeting at 8:08 P.M.)

Assistant City/Agency/Authority Attorney Jones offered comments.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes ordered this item continued for 45 days with no objection heard.

36. CONSIDER ADOPTION OF RESOLUTION 25-086, APPROVING MEASURE M FUNDING AGREEMENT BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) AND THE CITY OF CARSON FOR PROJECT NO. PW1828 - SOUTH BAY TRAVEL NETWORK, LACMTA PROJECT # MM4601.17, FTIP # LA9919458, AND ADOPTION OF RESOLUTION

NO. 25-108, 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) - 8:20 PM

RECOMMENDED ACTION

— 1. ACCEPT a grant in the amount of $4,512,915.00 from Los Angeles County Metropolitan Authority.

— 2. ADOPT Resolution 25-086 approving Funding Agreement with Los Angeles County Metropolitan Transportation Authority (Exhibit No. 2) granting $4,512,915.00 to the City of Carson for the design and construction of the Local Travel Network project.

— 3. AUTHORIZE the Mayor to execute Funding Agreement between Los Angeles County Metropolitan Transportation Authority and the City of Carson (Exhibit No. 3) following approval as to form by the City Attorney.

— 4. ADOPT Resolution 25-108 "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 $654,819.00 for the design phase of PW1828 (Exhibit No.4)

— 5. AMEND the FY 25/26 CIP Plan to add PW1828 - South Bay Travel Network (Exhibit No. 5)

Council Member/Agency Member/Authority Board Member Hicks, Sr. asked if all the map locations have been identified. City Engineer Gilbert Marquez responded to his question.

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

37. CONSIDER APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS; AND RECORDING A "NOTICE OF EXEMPTION" IN THE OFFICE OF LOS ANGELES COUNTY CLERK AND WITH THE STATE CLEARING HOUSE FOR PROJECT NO. 1784: TRAFFIC SIGNAL MODIFICATION (CENTRAL AVENUE & UNIVERSITY DRIVE), PURSUANT TO SECTION 15301 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE PS&E for Project No. 1784: Traffic Signal Modification for Central Avenue and University Drive.

— 2. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 1784: Traffic Signal Modification for Central Avenue and University Drive.

— 3. MAKE the California Environmental Quality Act finding that the proposed Project No. 1784: Traffic Signal Modification for Central Avenue and University Drive is exempt pursuant to Section

15301 of the California Environmental Quality Act guidelines.

4. AUTHORIZE staff to record the “Notice of Exemption” in the office of the Los Angeles County Clerk and with the State Clearing House at the Governor’s Office of Planning and Research for Project No. 1784: Traffic Signal Modification for Central Avenue and University Drive.

Director, Dr. Rodgers, Jr. gave a report.

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

38. CONSIDER AWARDING AND APPROVING A CONTRACT SERVICES AGREEMENT WITH UBER TECHNOLOGIES, INC. FOR DIAL-A-RIDE SERVICES (CITY COUNCIL)- 8:28 PM

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.

City Manager Roberts, Jr. gave a report.

Main Motion

Motion to award contract to Uber Technologies, Inc. for one year to give opportunity to come back with a plan to bifurcate to have two contractors and riders will have an opportunity to select who they would like to ride with which cannot be done this evening because the RFP was not submitted in that manner with the understanding that if there are complaints in 30 to 90 days the contract can always be cancelled. There will be an opportunity to resubmit the bid to have Yellow Cab and Uber Technologies, Inc., submitted by Mayor Davis-Holmes, seconded by Mayor Pro Tempore Hicks, Sr.

During discussion of the motion, Council Member, Dr. Hilton clarified the Mayor's motion to bifurcate to allow Yellow Cab and Uber to provide services.

City Manager Roberts, Jr. clarified staff's recommendation is to award a one-year contract to Uber Technologies, Inc. and in the process will advertise an RFP, ask staff to allow for two consultant contractors to bid in to the RFP and once there is an awarding of two contractors those two contractors will at that time be available for the residents to choose whom they desire to utilize for their transportation services.

Council Member, Dr. Hilton asked about Yellow Cab's status. City Manager Roberts, Jr. responded to his question.

Substitute Motion

Council Member, Dr. Hilton offered a substitute motion to bifurcate and cut Uber Technologies, Inc.'s contract in half and give half of their contract to Yellow Cab and keep Uber half and work in tandem with Yellow Cab, seconded by Council Member Dear.

Discussion ensued regarding the terms of the contract and RFP/rebid process.

Assistant City/Agency/Authority Attorney Jones clarified the substitute motion to direct staff to revise the proposed contracts and bring them back at the next meeting with two proposed contracts with the scope bifurcated in the contract, more clarification would be needed regarding the bid process and the time needed to prepare the contracts.

New Substitute Motion

Council Member, Dr. Hilton withdrew his substitute motion and offered another substitute motion to split the contract with Yellow Cab and Uber and bring back item at the November 18, 2025 City Council meeting, seconded by Council Member Dear.

Vote on New Substitute Motion

Vote on new substitute motion resulting in 5-0-0-0-0
39. 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)- 8:45 PM

RECOMMENDED ACTION

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

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

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

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

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

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

Women's Issues Commission

Council Member Dear appointed Stephanie Finley as his uncontested appointment to the Women's Issues Commission.

Human Relations Commission

Mayor Davis-Holmes appointed Audra Thompson as Disability Advocate Member to the Human Relations Commission, thereby, creating a vacancy of the Alternate 3 position on the same Commission.

Mayor Davis-Holmes appointed Luz Padua as Disability Advocate Member to the Human Relations Commission.

Motion to ratify Mayor Davis-Holmes appointments to the Human Relations Commission submitted by Council Member Dear, seconded by Hicks, Sr. resulting in 5-0-0-0-0

ORDINANCE SECOND READING

None.

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

Victoria Nikolov, Manager, Dr. Martin Luther King, Jr. Library

Announced the following: 1) Library will be closing to the public on November 14, 2025 for six to eight months due to interior refurberations, renovations start mid-December; 2) Installation of solar panel canopy in the parking lot of the Carson Library beginning November 3, 2025, expected completion date February 2026; and 3) Thanked the Mayor and City Council for their support

Council Member Dear asked Victoria Nikolov to notify the contractor to place fences, lighting, and signs during the refurberations at the Dr. Martin Luther King, Jr. Library to avoid homeless congregation. Victoria Nikolov responded that there is a gate that was installed and would inform her superiors of his request.

Mayor Davis-Holmes also asked for security in the evening.

Council Member, Dr. Hilton asked the City Manager to send a letter to the Los Angeles County Supervisor regarding safety measures during renovations at the Dr. Martin Luther King, Jr. Library.

City Manager Roberts, Jr. advised Victoria Nikolov to connect with Director of Public Safety Nora Garcia.

Paz Villanueva Velasquez

Offered comments of disappointment regarding the celebration process of the Philippine American History Month; asked the Mayor and City Council to restore full community participation in the Philippine American History Month next year and reinstate the Larry Itliong Day resolution as a city sponsored event

Mayor Davis-Holmes shared with staff that she was disheartened to be made aware that the Philippine Independence Day Foundation (PIDF) was not a part of the planning process for Filipino events in Carson. She reminded staff that the City Council approved all events would be planned in

collaboration with staff and the PIDF in this case. She requested to revisit why they were not included in the planning process. She advised Paz Velasquez to meet with the PIDF and staff to rectify the matter.

Council Member Rojas offered comments regarding the Filipino events.

(Council Member, Dr. Hilton exited the meeting at 9:05 P.M. and reentered the meeting at 9:07 P.M.)

Luz Padua

Thanked the Mayor and City Council for their support; announced October is Disability Awareness Month; requested that the Disability Advocate Members to the Human Relations Commission be increased from two members to three members

Fealofani Salausa

Offered comments regarding the Jazz Festival she and her family attended on October 4, 2025, expressed concern of smoking on the premises and asked about enforcement

K. Sanchez, representing APEN

Offered comments regarding the Phillips 66 Task Force and APEN's Door Knocking Program and expressed concern how the homeless folks and the unhoused population are being addressed

Mayor Davis-Holmes and Council Member, Dr. Hilton offered comments regarding the unhoused population.

Mayor Davis-Holmes referred K. Sanchez to the City Manager for further information.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Council Member Dear requested an ordinance to add two more Disability Advocate Members (disabled and/or an advocate) on the Human Relations Commission.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

- First Veterans Resource Fair, October 22, 2025, from 9:00 A.M. to 1:00 P.M., Carson Event Center
- Requested staff to bring back Senate Bill (SB) No. 79 (housing) and how will be affecting the City
- Requested staff to bring back Senate Bill (SB) No. 345 (short term rental agreements) and how will be affecting the City
- Street lights not operable last two nights at the intersection of Wilmington Avenue and 223rd Street

City Manager Roberts, Jr. and Director, Dr. Rodgers, Jr. stated they would look into the street lights immediately.

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

- Special Election, November 4, 2025; encouraged everyone to vote
- Status of street paving on Centerview Drive, 169th Street, Avalon Boulevard, and Moorehaven Drive; requested Street Pavement Schedule

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

- Requested staff to bring an item for each phase of street paving, particularly University Drive from Avalon Boulevard to Wilmington Avenue

Director, Dr. Rodgers, Jr. stated the street paving is moving forward and will come up with something temporary to address the potholes; gave update of Phase 8 - Avalon Boulevard from the 91 Freeway north to Del Amo Boulevard then Wilmington Avenue and other boundaries

Mayor/Agency Chairman/Authority Chairman Davis-Holmes reported deep potholes on Central Avenue and Aspen Hill.

Council Member/Agency Member/Authority Board Member, Dr. Hilton reported deep potholes on Central Avenue, Victoria Street, and Avalon Boulevard at Hemingway Park.

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

- Filipino American History Month Celebration, October 26, 2025; Philippine Independence Day Foundation and Jun Aglipay are organizing a Filipino American History Month Freedom March/Walk/Parade commencing 9:30 A.M. at the Jose Rizal Monument, continued to Halls A, B and C at the Carson Event Center, significant keynote speakers; concluding with Larry Itliong Essay Contest

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

- Asked staff status of street paving; Director, Dr. Rodgers, Jr. responded completing Phase 7 and will start Phase 8 soon
- Attended League of California Cities Conference in Long Beach
- Wished everyone a good night

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

- Thanked Council Aides and staff for their support with the Jazz Festival
- Eric Benet will be coming back at next year's Jazz Festival

- Need to address those who were smoking at the Jazz Festival as mentioned by the previous speaker
- Successful Women's Conference; thanked the volunteers
- Town Hall Meeting was well attended at Anderson Park
- Thanked staff for their work
- Attended the Japan-United States Leadership Summit in Tokyo, Japan

This item was heard again after the Memorial Adjournments.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. announced his youngest daughter's 24th birthday.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced the Grand Opening/Ribbon Cutting Ceremony of the new Amphitheater, October 23, 2025, at 10:00 A.M., Carson Event Center

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

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

Deputy City Clerk/Deputy Agency Secretary/Deputy Authority Secretary Simarago presented the following Memorial Adjournment Requests:

Bruce Bernard

Juanita Lewis

Diane Keaton

Flordeliza Lecaros

Council Member/Agency Member/Authority Board Member, Dr. Hilton requested to add D'Angelo to the Memorial Adjournment Requests and gave a prayer.

ADJOURNMENT

The meeting was adjourned at 9:40 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

CONSENT 31.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-130, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $15,835,033.12, DEMAND CHECK NUMBERS 275, 181592 THROUGH 181930 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-130, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $15,835,033.12, DEMAND CHECK NUMBERS 275, 181592 THROUGH 181930.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-130, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $15,835,033.12, DEMAND CHECK NUMBERS 275, 181592 THROUGH 181930."

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 November 5, 2025, the City Council ratified the above demand numbers 275, 181592 through 181930. 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 $15,835,033.12.

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 5TH DAY OF NOVEMBER, 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 5TH DAY OF NOVEMBER, 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. 25-130, adopted by the City of Carson City Council at its meeting held on November 5, 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 #25-130

Attachments

Exhibit 1 Demand Register Reso# 25-130.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
275	10/10/2025	WIRE	004084	RE SOLUTIONS, LLC	1,492,326.21			
181592	10/09/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	9,760.00			
181593	10/09/2025	PRINTED	000899	ALL CITY MANAGEMENT SERVI	38,988.69			
181594	10/09/2025	PRINTED	006506	ALL IN ONE PARTIES	410.00			
181595	10/09/2025	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	86.00			
181596	10/09/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	4,857.80			
181597	10/09/2025	PRINTED	008425	AMERICAN GLOBAL SECURITY	66,621.28			
181598	10/09/2025	PRINTED	000168	AMERICAN PUBLIC WORKS ASS	306.25			
181599	10/09/2025	PRINTED	001001	AT&T PHONE	21,519.14			
181600	10/09/2025	PRINTED	008707	BENNETT-BOWEN & LIGHTHOUS	5,958.89			
181601	10/09/2025	PRINTED	000697	BIG ANDYS TROPHIES AND PL	1,026.55			
181602	10/09/2025	PRINTED	003981	BIOMETRICS 4 ALL INC	9.75			
181603	10/09/2025	PRINTED	003126	BLOOMING FLOWERS	5,515.00			
181604	10/09/2025	PRINTED	007365	BLUETRITON BRANDS, INC.	3,404.82			
181605	10/09/2025	PRINTED	000013	BOYS AND GIRLS CLUB OF CA	3,000.00			
181606	10/09/2025	PRINTED	006443	BUDDY'S ALLSTARS INC	148.60			
181607	10/09/2025	PRINTED	004165	CALIFORNIA CONSULTING	15,000.00			
181608	10/09/2025	PRINTED	000050	CALIFORNIA CONTRACT CITIE	7,200.00			
181609	10/09/2025	PRINTED	006307	CALIFORNIA PUMPCRETE INC.	1,900.00			
181610	10/09/2025	PRINTED	000079	CALIFORNIA WATER SERVICE	83,604.71			
181611	10/09/2025	PRINTED	000351	CHEM PRO LABORATORY INC	7,366.02			
181612	10/09/2025	PRINTED	001610	CHICAGO TITLE CO	354.00			
181613	10/09/2025	PRINTED	000114	CITY OF CARSON PETTY CASH	445.77			
181614	10/09/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	1,180.00			
181615	10/09/2025	PRINTED	008670	COAST SURVEYING, INC	21,558.00			
181616	10/09/2025	PRINTED	004351	COLANTUONO HIGHSMITH AND	316.00			
181617	10/09/2025	PRINTED	008393	COMMERCIAL BLINDS LLC	1,497.00			
181618	10/09/2025	PRINTED	004227	CONNIE DELA CRUZ-MANIO	50.00			
181619	10/09/2025	PRINTED	007159	CORODATA RECORDS MANAGEME	662.70			
181620	10/09/2025	PRINTED	001180	LA COUNTY DEPT. OF PUBLIC	5,000.00			
181621	10/09/2025	PRINTED	008388	CRAFTWATER ENGINEERING, I	23,538.30			
181622	10/09/2025	PRINTED	008013	U S BANK CORPORATE PAYMEN	983.00			
181623	10/09/2025	PRINTED	007492	DEFENDIFY	6,227.66			
181624	10/09/2025	PRINTED	001174	DEPARTMENT OF TOXIC SUBTA	5,734.80			
181625	10/09/2025	PRINTED	006876	DONALD A. SPRAGUE	275.00			
181626	10/09/2025	PRINTED	007713	DORCAS A. WADDIS	50.00			
181627	10/09/2025	PRINTED	001085	DTA PUBLIC FINANCE, INC.	2,240.25			
181628	10/09/2025	PRINTED	000399	DUNN EDWARDS PAINT CO	900.77			
181629	10/09/2025	PRINTED	000394	EARLY CHILDHOOD	525.98			
181630	10/09/2025	PRINTED	007512	EDDINGS ENTERPRISES, INC.	5,383.85			
181631	10/09/2025	PRINTED	001744	ENTERPRISE FM TRUST INC	13,387.56			
181632	10/09/2025	PRINTED	008322	EVODC LLC	10,793.01			
181633	10/09/2025	PRINTED	008107	FCG CONSULTANTS INC	99,350.86			
181634	10/09/2025	PRINTED	000355	FERGUSON ENTERPRISES INC	191.22			
181635	10/09/2025	PRINTED	004223	YOLANDA FIELDER	50.00			
181636	10/09/2025	PRINTED	002192	LEANDREA FIELDS-ROBINSON	50.00			
181637	10/09/2025	PRINTED	001849	CAROLYN FOSTER	50.00			
181638	10/09/2025	PRINTED	001268	GBROS INC	98.34			
181639	10/09/2025	PRINTED	007482	GOFORTH & MARTI	26,726.93			
181640	10/09/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	665.44			
181641	10/09/2025	PRINTED	000793	GRAINGER	1,148.97			
181642	10/09/2025	PRINTED	004256	RONALD GRACE	26,468.10			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
181643	10/09/2025	PRINTED	000242	HINDERLITER DE LLAMAS AND	1,414.39			
181644	10/09/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	14,294.81			
181645	10/09/2025	PRINTED	003108	SUSAN D ODOM HOUZE	50.00			
181646	10/09/2025	PRINTED	003589	INFINITY CABLE PRODUCTS,	1,338.27			
181647	10/09/2025	PRINTED	000152	JERRYS CLEANERS	90.00			
181648	10/09/2025	PRINTED	007688	JOKER PARTY SUPPLY, INC.	1,799.42			
181649	10/09/2025	PRINTED	001775	KAYUMANGGI LIONS CLUB	150.00			
181650	10/09/2025	PRINTED	008148	KEICHUN LERAINE GRAVES	50.00			
181651	10/09/2025	PRINTED	007093	KILEY & ASSOCIATES LLC	5,000.00			
181652	10/09/2025	PRINTED	006912	KITTRICH CORPORATION	17,348.95			
181653	10/09/2025	PRINTED	000094	LAKESHORE LEARNING MATERI	3,651.53			
181654	10/09/2025	PRINTED	003629	LEES TOOLS	3,936.12			
181655	10/09/2025	PRINTED	006731	LIFESTATION INC	893.03			
181656	10/09/2025	PRINTED	000067	LOS ANGELES COUNTY DEPT O	224,179.16			
181657	10/09/2025	PRINTED	000074	LOS ANGELES COUNTY SHERIF	582,935.69			
181658	10/09/2025	PRINTED	000074	LOS ANGELES COUNTY SHERIF	2,201,533.62			
181659	10/09/2025	PRINTED	000074	LOS ANGELES COUNTY SHERIF	2,201,093.50			
181660	10/09/2025	PRINTED	006884	LYFT, INC.	12,073.19			
181661	10/09/2025	PRINTED	007966	MARINA GRAPHIC CENTER, IN	1,176.82			
181662	10/09/2025	PRINTED	007973	MARIPOSA LANDSCAPES, INC	24,036.00			
181663	10/09/2025	PRINTED	000669	MDG ASSOCIATES	1,880.00			
181664	10/09/2025	PRINTED	008036	MONIQUE FISHER	50.00			
181665	10/09/2025	PRINTED	000744	NINYO & MOORE GEOTECHNICA	53,595.30			
181666	10/09/2025	PRINTED	010999	Jessica Olivia Villacis	248.08			
181667	10/09/2025	PRINTED	010999	SECULES, STEPHEN	56.84			
181668	10/09/2025	PRINTED	006280	PARKHOUSE TIRE SERVICES I	242.96			
181669	10/09/2025	PRINTED	008636	PHOENIX GROUP INFORMATION	28,733.51			
181670	10/09/2025	PRINTED	000746	PITNEY BOWES GLOBAL FINAN	15,000.00			
181671	10/09/2025	PRINTED	007907	PRECISION INVESTMENT	1,651.00			
181672	10/09/2025	PRINTED	001126	GRETA PRICE	50.00			
181673	10/09/2025	PRINTED	008459	PUB CONSTRUCTION INC	1,218,982.13			
181674	10/09/2025	PRINTED	008230	RAJO, A CALIF. CORP	320.00			
181675	10/09/2025	PRINTED	010000	LIONEL PETERS	500.00			
181676	10/09/2025	PRINTED	010000	MINNIE LAVENDER	990.20			
181677	10/09/2025	PRINTED	007405	RHA LANDSCAPE ARCHITECTS-	1,650.00			
181678	10/09/2025	PRINTED	007240	RJM DESIGN GROUP, INC.	70,230.00			
181679	10/09/2025	PRINTED	001230	ROBERTSONS READY MIX CONC	10,089.06			
181680	10/09/2025	PRINTED	003585	RSG INC	38,096.52			
181681	10/09/2025	PRINTED	000427	SAM'S CLUB DIRECT	437.14			
181682	10/09/2025	PRINTED	001605	SC FUELS	12,805.76			
181683	10/09/2025	PRINTED	008321	SMART IT PROS, INC.	16,216.28			
181684	10/09/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	69,662.09			
181685	10/09/2025	PRINTED	006384	CHARTER COMMUNICATIONS	13,252.50			
181686	10/09/2025	PRINTED	000461	SWRCB	673.00			
181687	10/09/2025	PRINTED	001115	STEAMX LLC	409.47			
181688	10/09/2025	PRINTED	006654	SWANK MOTION PICTURES INC	535.00			
181689	10/09/2025	PRINTED	008162	TDG ENGINEERING, INC.	8,925.09			
181690	10/09/2025	PRINTED	007826	TETRA GRAPHICS, INC	537.00			
181691	10/09/2025	PRINTED	008106	TOTUM CORP	110,783.75			
181692	10/09/2025	PRINTED	001758	SHEILA TRESVANT	50.00			
181693	10/09/2025	PRINTED	004017	TYLER TECHNOLOGIES	119,905.00			
181694	10/09/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	50,246.53			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
181695	10/09/2025	PRINTED	000023	UNITED REFRIGERATION INC	18.06			
181696	10/09/2025	PRINTED	000002	UNITED RENTALS (NORTH AME	325.98			
181697	10/09/2025	PRINTED	001249	VERIZON WIRELESS	350.58			
181698	10/09/2025	PRINTED	006220	WASTE RESOURCES, INC	668,522.17			
181699	10/09/2025	PRINTED	000212	WEST COAST ARBORISTS	36,825.00			
181700	10/09/2025	PRINTED	000361	WEST COAST SAND AND GRAVE	387.21			
181701	10/09/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION	57,023.20			
181702	10/09/2025	PRINTED	008644	WILLIAMS SCOTSMAN, INC.	392.97			
181703	10/09/2025	PRINTED	004211	MARIA WILLIAMS	50.00			
181704	10/09/2025	PRINTED	000544	ZEP MANUFACTURING CO	230.14			
181705	10/09/2025	PRINTED	007777	Geosyntec Consultants, In	1,500.00			
181706	10/16/2025	PRINTED	007899	AK ATHLETIC EQUIPMENT, IN	8,095.80			
181707	10/16/2025	PRINTED	007692	ALBERT A. WEBB ASSOCIATES	9,706.50			
181708	10/16/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	45,823.24			
181709	10/16/2025	PRINTED	000042	ALIN PARTY SUPPLY CO	1,364.91			
181710	10/16/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	2,341.75			
181711	10/16/2025	PRINTED	000974	AT & T ALARM CIRCUITS	348.18			
181712	10/16/2025	PRINTED	004410	B D WHITE TOP SOIL CO INC	2,579.11			
181713	10/16/2025	PRINTED	007541	B&B DISCOUNT POOL & SPA S	439.75			
181714	10/16/2025	PRINTED	001248	BARR AND CLARK INC	575.00			
181715	10/16/2025	PRINTED	007051	BASIC BENEFITS LLC	957.35			
181716	10/16/2025	PRINTED	001438	BLUE DIAMOND MATERIALS	125.17			
181717	10/16/2025	PRINTED	007365	BLUETRITON BRANDS, INC.	803.62			
181718	10/16/2025	PRINTED	001627	BSN SPORTS LLC	71,245.25			
181719	10/16/2025	PRINTED	000140	CARL WARREN AND CO	10,804.50			
181720	10/16/2025	PRINTED	008304	CASMIR BRASGA	600.00			
181721	10/16/2025	PRINTED	008293	CHARLES COMMUNICATION GRO	6,000.00			
181722	10/16/2025	PRINTED	001489	CHOURA VENUE SERVICES	273.17			
181723	10/16/2025	PRINTED	008513	CINTAS CORPORATION NO. 2	24,572.61			
181724	10/16/2025	PRINTED	006955	CITY ELECTRIC SUPPLY	1,083.33			
181725	10/16/2025	PRINTED	008646	HOLLY	40,000.00			
181726	10/16/2025	PRINTED	008204	CJ CONCRETE CONSTRUCTION,	170,419.00			
181727	10/16/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	465.89			
181728	10/16/2025	PRINTED	001629	CORTEZ GRAPHICS	1,382.36			
181729	10/16/2025	PRINTED	004275	COSTAR REALTY INFORMATION	5,700.00			
181730	10/16/2025	PRINTED	003586	CS AND ASSOCIATES INC	2,195.00			
181731	10/16/2025	PRINTED	000268	DAILY JOURNAL CORP	275.50			
181732	10/16/2025	PRINTED	000274	LULA DAVIS HOLMES	219.48			
181733	10/16/2025	PRINTED	001174	DEPARTMENT OF TOXIC SUBTA	11,408.54			
181734	10/16/2025	PRINTED	006876	DONALD A. SPRAGUE	3,355.00			
181735	10/16/2025	PRINTED	001105	EAGLE PORTABLES SANITATIO	1,517.88			
181736	10/16/2025	PRINTED	000394	EARLY CHILDHOOD	916.33			
181737	10/16/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	5,395.26			
181738	10/16/2025	PRINTED	000355	FERGUSON ENTERPRISES INC	37.01			
181739	10/16/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	8,553.42			
181740	10/16/2025	PRINTED	000865	GOODWILL	8,150.00			
181741	10/16/2025	PRINTED	000793	GRAINGER	2,892.16			
181742	10/16/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	5,503.84			
181743	10/16/2025	PRINTED	007918	ICAA SERVICES INC	699.00			
181744	10/16/2025	PRINTED	008495	INTERINDUSTRY SOLUTIONS T	2,852.72			
181745	10/16/2025	PRINTED	007688	JOKER PARTY SUPPLY, INC.	285.02			
181746	10/16/2025	PRINTED	006525	KOA CORPORATION	4,520.00			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
181747	10/16/2025	PRINTED	006724	9KOLE IMPORTS	7,730.20			
181748	10/16/2025	PRINTED	000094	LAKESHORE LEARNING MATERI	140.51			
181749	10/16/2025	PRINTED	000663	LANGUAGE NETWORK	1,492.12			
181750	10/16/2025	PRINTED	000214	LESLIES SWIMMING POOL SUP	1,738.83			
181751	10/16/2025	PRINTED	007280	LETICIA VASQUEZ WILSON	100.00			
181752	10/16/2025	PRINTED	004435	LINCOLN AQUATICS	896.84			
181753	10/16/2025	PRINTED	007493	LINE-MASTER LLC	1,932.92			
181754	10/16/2025	PRINTED	001732	MANHATTAN STITCHING CO IN	762.93			
181755	10/16/2025	PRINTED	007248	MARIA'S GARDEN CENTER & L	2,056.71			
181756	10/16/2025	PRINTED	007966	MARINA GRAPHIC CENTER, IN	1,556.95			
181757	10/16/2025	PRINTED	000669	MDG ASSOCIATES	16,949.38			
181758	10/16/2025	PRINTED	000379	MUTUAL PROPANE CO INC	32.21			
181759	10/16/2025	PRINTED	010999	Maria D Garcia	76.60			
181760	10/16/2025	PRINTED	008442	ORDWAY CORPORATION	25.70			
181761	10/16/2025	PRINTED	000408	PROFESSIONAL MOBILE REMOD	19,800.00			
181762	10/16/2025	PRINTED	000408	PROFESSIONAL MOBILE REMOD	2,200.00			
181763	10/16/2025	PRINTED	008230	RAJO, A CALIF. CORP	160.00			
181764	10/16/2025	PRINTED	000588	REFRIGERATION SUPPLIES DI	1,994.61			
181765	10/16/2025	PRINTED	003304	REQUEST LINE MUSIC	700.00			
181766	10/16/2025	PRINTED	008080	REVIZE LLC	1,250.00			
181767	10/16/2025	PRINTED	010000	ROCK OF FAITH MISSIONARY	100.00			
181768	10/16/2025	PRINTED	010000	CALEB OLIVER	100.00			
181769	10/16/2025	PRINTED	010000	CHRISTOPHER TAYLOR	500.00			
181770	10/16/2025	PRINTED	010000	DAMON PARKER	400.00			
181771	10/16/2025	PRINTED	010000	DEBORAH WASHINGTON	250.00			
181772	10/16/2025	PRINTED	010000	GREATER ZION CHURCH	200.00			
181773	10/16/2025	PRINTED	010000	TERRACON CONSULTANTS	360.00			
181774	10/16/2025	PRINTED	000402	ROADLINE PRODUCTS INC USA	10,186.44			
181775	10/16/2025	PRINTED	003585	RSG INC	10,273.75			
181776	10/16/2025	PRINTED	001388	RUSSELL SIGLER INC	1,661.44			
181777	10/16/2025	PRINTED	000419	RYDIN DECAL	1,526.69			
181778	10/16/2025	PRINTED	007851	SAMI'S REFEREES LLC	11,955.00			
181779	10/16/2025	PRINTED	000427	SAM'S CLUB DIRECT	1,047.93			
181780	10/16/2025	PRINTED	000124	SEPULVEDA BUILDING MATERI	342.55			
181781	10/16/2025	PRINTED	000170	SHERWIN WILLIAMS	146.31			
181782	10/16/2025	PRINTED	007461	SHUNDALE HUDSON	600.00			
181783	10/16/2025	PRINTED	000191	SMARDAN SUPPLY	3,082.19			
181784	10/16/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	78,191.79			
181785	10/16/2025	PRINTED	000718	STAPLES ADVANTAGE	4,291.81			
181786	10/16/2025	PRINTED	000149	TEK TIME SYSTEMS, INC	125.00			
181787	10/16/2025	PRINTED	007931	TOMECKO JACKSON	1,290.00			
181788	10/16/2025	PRINTED	007705	TRANSTECH ENGINEERS, INC.	27,060.00			
181789	10/16/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	23,412.19			
181790	10/16/2025	PRINTED	004186	THE UPS STORE 6721	208.85			
181791	10/16/2025	PRINTED	008706	VELOCITYEHS INC.	4,691.15			
181793	10/16/2025	PRINTED	008517	VITAL RECORDS CONTROL	240.52			
181794	10/16/2025	PRINTED	005511	CALMAT CO	753.50			
181795	10/16/2025	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	19,572.50			
181796	10/16/2025	PRINTED	000361	WEST COAST SAND AND GRAVE	415.52			
181797	10/16/2025	PRINTED	001248	BARR AND CLARK INC	2,255.00			
181798	10/16/2025	PRINTED	007051	BASIC BENEFITS LLC	360.30			
181799	10/16/2025	PRINTED	000013	BOYS AND GIRLS CLUB OF CA	4,245.38			

AP CHECK RECONCILIATION REGISTER

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

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181802	10/16/2025	PRINTED	008527	KPMG LLP	10,000.00			
181803	10/16/2025	PRINTED	000074	LOS ANGELES COUNTY SHERIF	2,201,240.20			
181804	10/16/2025	PRINTED	008410	PCN3, INC.	1,032,132.21			
181805	10/16/2025	PRINTED	010000	HAILEY SPARROW	204.35			
181806	10/16/2025	PRINTED	000718	STAPLES ADVANTAGE	475.58			
181807	10/16/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	530.00			
181808	10/16/2025	PRINTED	001052	WILLIAM A KOONS	50.00			
181809	10/16/2025	PRINTED	003126	BLOOMING FLOWERS	618.80			
181810	10/16/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	1,475.00			
181811	10/16/2025	PRINTED	008727	JEAN PAUL BARJON	1,400.00			
181812	10/16/2025	PRINTED	008639	LIZETTE ESPERICUETA ARRIO	1,792.00			
181813	10/23/2025	PRINTED	008533	AFIA HEMPHILL	50.00			
181814	10/23/2025	PRINTED	007692	ALBERT A. WEBB ASSOCIATES	100,794.78			
181815	10/23/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	287,061.99			
181816	10/23/2025	PRINTED	000042	ALIN PARTY SUPPLY CO	318.02			
181817	10/23/2025	PRINTED	000899	ALL CITY MANAGEMENT SERVI	64,284.98			
181818	10/23/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	6,909.05			
181819	10/23/2025	PRINTED	000504	AMERICAN RED CROSS HEALTH	1,378.00			
181820	10/23/2025	PRINTED	000543	AQUA FLO SUPPLY	2,010.68			
181821	10/23/2025	PRINTED	001001	AT&T PHONE	9,563.93			
181822	10/23/2025	PRINTED	008703	AUDRA L. THOMPSON	50.00			
181823	10/23/2025	PRINTED	007043	AUTOLIFT SERVICES INC	995.00			
181824	10/23/2025	PRINTED	007541	B&B DISCOUNT POOL & SPA S	2,610.73			
181825	10/23/2025	PRINTED	001438	BLUE DIAMOND MATERIALS	202.16			
181826	10/23/2025	PRINTED	007365	BLUETRITON BRANDS, INC.	803.55			
181827	10/23/2025	PRINTED	001627	BSN SPORTS LLC	298.04			
181828	10/23/2025	PRINTED	000167	CALIFORNIA PRO SPORTS	1,611.00			
181829	10/23/2025	PRINTED	008645	CAMERON A PAXTON	50.00			
181830	10/23/2025	PRINTED	007161	CARLOS ALBERTO GUERRA	100.00			
181831	10/23/2025	PRINTED	001489	CHOURA VENUE SERVICES	15,929.88			
181832	10/23/2025	PRINTED	006955	CITY ELECTRIC SUPPLY	1,189.81			
181833	10/23/2025	PRINTED	008033	CLARENCE JOHNSON	100.00			
181834	10/23/2025	PRINTED	003586	CS AND ASSOCIATES INC	22,355.00			
181835	10/23/2025	PRINTED	004115	CSG CONSULTANTS INC	57,674.00			
181836	10/23/2025	PRINTED	007380	CYNTHIA G HUNTER	50.00			
181837	10/23/2025	PRINTED	000268	DAILY JOURNAL CORP	86.25			
181838	10/23/2025	PRINTED	006396	KIMBERLEY DAVENPORT	50.00			
181839	10/23/2025	PRINTED	007163	DIANNE THOMAS	100.00			
181840	10/23/2025	PRINTED	006465	LOUIE DIAZ	100.00			
181841	10/23/2025	PRINTED	000534	DIRECTV	276.99			
181842	10/23/2025	PRINTED	001155	DISH	148.54			
181843	10/23/2025	PRINTED	004906	DIVISION OF THE STATE ARC	492.20			
181844	10/23/2025	PRINTED	006482	FREDERICK DOCDOCIL	100.00			
181845	10/23/2025	PRINTED	006876	DONALD A. SPRAGUE	6,514.50			
181846	10/23/2025	PRINTED	003092	VERA DORSEY-REEVES	50.00			
181847	10/23/2025	PRINTED	000399	DUNN EDWARDS PAINT CO	747.72			
181848	10/23/2025	PRINTED	001590	ENVIRONMENTAL SCIENCE ASS	840.00			
181849	10/23/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	4,697.89			
181850	10/23/2025	PRINTED	007224	FCS INTERNATIONAL, INC.	56,020.55			
181851	10/23/2025	PRINTED	000355	FERGUSON ENTERPRISES INC	83.05			

AP CHECK RECONCILIATION REGISTER

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

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181854	10/23/2025	PRINTED	001268	GBROS INC	344.67			
181855	10/23/2025	PRINTED	008684	GENESIS ELECTRICAL INC	3,105.00			
181856	10/23/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	2,668.55			
181857	10/23/2025	PRINTED	001293	WALTER GONZALEZ	50.00			
181858	10/23/2025	PRINTED	008352	GRAFFITI PROTECTIVE COATI	8,477.14			
181859	10/23/2025	PRINTED	008132	HASA INC	726.50			
181860	10/23/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	1,712.08			
181861	10/23/2025	PRINTED	000615	DELL HUFF	100.00			
181862	10/23/2025	PRINTED	000514	HUNTINGTON HARDWARE CO IN	11,110.50			
181863	10/23/2025	PRINTED	001798	CHINYERE IFEACHO	50.00			
181864	10/23/2025	PRINTED	007778	IRENE T. VIERNES	50.00			
181865	10/23/2025	PRINTED	000152	JERRYS CLEANERS	557.00			
181866	10/23/2025	PRINTED	007688	JOKER PARTY SUPPLY, INC.	760.81			
181867	10/23/2025	PRINTED	008649	JOSEPH C. HUNT, JR.	50.00			
181868	10/23/2025	PRINTED	000094	LAKESHORE LEARNING MATERI	107.75			
181869	10/23/2025	PRINTED	004428	LAWSON PRODUCTS INC	531.39			
181870	10/23/2025	PRINTED	000095	LEAGUE OF CALIFORNIA CITI	725.00			
181871	10/23/2025	PRINTED	003629	LEES TOOLS	40.76			
181872	10/23/2025	PRINTED	007280	LETICIA VASQUEZ WILSON	100.00			
181873	10/23/2025	PRINTED	008264	LIFE AND TIMES NETWORK IN	2,676.86			
181874	10/23/2025	PRINTED	008534	LISA F. COTTRELL	50.00			
181875	10/23/2025	PRINTED	000643	LONG BEACH TRANSIT	515,125.00			
181876	10/23/2025	PRINTED	006668	LOS ANGELES CONSERVATION	57,542.36			
181877	10/23/2025	PRINTED	000178	LOS ANGELES COUNTY	6.00			
181878	10/23/2025	PRINTED	008191	MATTHEWS FAMILY COUNSELIN	500.00			
181879	10/23/2025	PRINTED	006224	MCWIL SPORTS SURFACES, IN	164,765.00			
181880	10/23/2025	PRINTED	000669	MDG ASSOCIATES	7,990.00			
181881	10/23/2025	PRINTED	007428	MFUME, DEQUITA	100.00			
181882	10/23/2025	PRINTED	003576	MRS ENVIRONMENTAL INC	9,787.86			
181883	10/23/2025	PRINTED	000173	MMASC	125.00			
181884	10/23/2025	PRINTED	004292	NEWEGG BUSINESS INC	735.75			
181885	10/23/2025	PRINTED	008145	NICOLETTE JACKSON-POWNALL	650.00			
181886	10/23/2025	PRINTED	006280	PARKHOUSE TIRE SERVICES I	1,971.08			
181887	10/23/2025	PRINTED	000460	PETES ROAD SERVICE INC	988.54			
181888	10/23/2025	PRINTED	001285	POWER WHOLESALE ELECTRIC	372.58			
181889	10/23/2025	PRINTED	004862	PRINCIPAL LIFE INSURANCE	2,741.20			
181890	10/23/2025	PRINTED	008634	PRO ACOUSTICS LLC	1,563.18			
181891	10/23/2025	PRINTED	001255	JESSICA RAMOS	50.00			
181892	10/23/2025	PRINTED	004145	CASSANDRA REED	50.00			
181893	10/23/2025	PRINTED	010000	AT & T	600.00			
181894	10/23/2025	PRINTED	010000	BRITTNEY PAGE	200.00			
181895	10/23/2025	PRINTED	010000	HARRIET GRAVES	500.00			
181896	10/23/2025	PRINTED	010000	IN & OUT BURGERS, A CALIF	1,675.00			
181897	10/23/2025	PRINTED	010000	KIMBERLY BALCARCEL	500.00			
181898	10/23/2025	PRINTED	010000	SHERRY TURPIN	200.00			
181899	10/23/2025	PRINTED	007405	RHA LANDSCAPE ARCHITECTS-	91.00			
181900	10/23/2025	PRINTED	008414	ROD-WEST FLOOR COVERING L	6,529.35			
181901	10/23/2025	PRINTED	001715	HARRIETT RUSS	50.00			
181902	10/23/2025	PRINTED	001388	RUSSELL SIGLER INC	91.54			
181903	10/23/2025	PRINTED	000427	SAM'S CLUB DIRECT	1,662.90			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
181904	10/23/2025	PRINTED	000170	SHERWIN WILLIAMS	14,888.34			
181905	10/23/2025	PRINTED	000211	SMART AND FINAL IRIS	1,485.03			
181906	10/23/2025	PRINTED	008027	SMARTSHEET INC.	4,500.00			
181907	10/23/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	19,802.66			
181908	10/23/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	2,915.00			
181909	10/23/2025	PRINTED	007386	KAISER FOUNDATION HEALTH	2,175.00			
181910	10/23/2025	PRINTED	004977	CHARTER COMMUNICATION	1,712.83			
181911	10/23/2025	PRINTED	000718	STAPLES ADVANTAGE	3,184.05			
181912	10/23/2025	PRINTED	001115	STEAMX LLC	118.95			
181913	10/23/2025	PRINTED	002693	EZEKIEL SWAYZER	50.00			
181914	10/23/2025	PRINTED	007090	T-MOBILE USA INC.	110.49			
181915	10/23/2025	PRINTED	007654	TAIT & ASSOCIATES, INC	81,566.50			
181916	10/23/2025	PRINTED	001260	HOURIE TAYLOR	50.00			
181917	10/23/2025	PRINTED	000149	TEK TIME SYSTEMS, INC	261.16			
181918	10/23/2025	PRINTED	007780	TERESITA J. JUNIO	50.00			
181919	10/23/2025	PRINTED	007612	THEODORE I. BENITO	5,000.00			
181920	10/23/2025	PRINTED	007931	TOMECKO JACKSON	315.00			
181921	10/23/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	1,875.00			
181922	10/23/2025	PRINTED	006769	CITY MANAGER	5,609.27			
181923	10/23/2025	PRINTED	008316	VARDATA, LLC	234,944.38			
181924	10/23/2025	PRINTED	007191	VERNE'S PLUMBING, INC.	3,131.56			
181925	10/23/2025	PRINTED	001751	VORTEX INDUSTRIES, LLC	2,000.00			
181926	10/23/2025	PRINTED	004045	FREEMAN WATKINS	50.00			
181927	10/23/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION	29.48			
181928	10/23/2025	PRINTED	008105	Z&K CONSULTANTS, INC	39,073.05			
181929	10/23/2025	PRINTED	000544	ZEP MANUFACTURING CO	336.66			
181930	10/23/2025	PRINTED	007777	In-N-Out Burgers	1,500.00			
	339 CHECKS			CASH ACCOUNT TOTAL	15,835,033.12	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
339 CHECKS	FINAL TOTAL	15,835,033.12	.00

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

Report to Honorable Mayor and City Council

Wednesday, November 5, 2025, 5:00 PM

CONSENT 19.

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, October 2, 2025, at City Hall. The meeting agenda included the following:

The commission approved the September 4, 2025, minutes and Economic Development Manager Christopher Palmer presented the Economic Development Strategic Plan Game Changers. The commission received updates on the Economic Development Commission Mission Statement, the Economic Commission Bylaws, and on attending a bus tour Verizon Innovation Lab in Los Angeles.

Environmental Commission

The Environmental Commission (EC) did not provide an update.

Public Works Commission

The Public Works Commission failed to achieve a quorum on October 13th and will resume in November.

Human Relations Commission

On October 15, 2025, the Human Relations Commission successfully held their regular monthly meeting. The Commissioners went over more preliminary planning items for the Rising Stars Conference, distribution of its flyers & application as well as the list of schools for Commissioners' follow up. They also updated progress of and discussed other action items for The Food Pantry Ad Hoc Committee and were collecting more for October drop-off at the conclusion of their meeting. The Commission also review the Ordinance to expand Human Relations Commission to add members specialized in Disability matters. They will reconvene in November 19, 2025 for their monthly regular meeting.

Parks, Recreation, and Cultural Arts Commission

The Parks, Recreation, and Cultural Arts Commission convened on Thursday, September 25, 2025- the fourth meeting to be held at a local park rather than the Community Center. This location change aims to encourage greater community engagement by providing residents with an opportunity to voice their concerns about their neighborhoods. Attendees learned about recent improvements and the various programs offered by the city. Both the Park Maintenance and Recreation Superintendent provided a brief presentation outlining updates occurring at Carson Park and other recreation facilities around the city.

The commission will go dark for the next two months, reconvening on Thursday January 29, 2025, at the Carson Event Center and honor the soccer and football city champions.

Planning Commission

See attachment included as Exhibit 1.

Public Relations Commission

The Public Relations Commission met today October 28, 2025 and reviewed/refined the rules for the "Why I like Carson Essay Contest", selected this year's theme and received their business cards. They adjourned until their next meeting on November 25, 2025.

Public Safety Commission

The Public Safety Commission had a meeting scheduled for Thursday, October 16, and successfully had a quorum. For this meeting City Attorney Olivia McGovern gave the commissioners an ethics training. The presentation was very informative. The commissioners were able to learn a lot from it.

Senior Citizens Advisory Commission

See attachment included as Exhibit 2.

Veterans Affairs Commission

The Veterans Affairs Commission met on Monday, October 20, and had a highly productive meeting. They discussed several items, including ideas for keynote speakers and entertainment for the upcoming Veterans Day Celebration, as well as ongoing efforts for the Veterans Service Organization (VSO) office. Vice Chair Raber provided a brief update on his presentation at the City Council Meeting on September 30. Additionally, Mayor Pro-Tem Cedric Hicks attended the meeting to share information about the Veterans Resource Fair, which was held on October 22 in collaboration with the Long Beach Veterans Affairs office. The commissioners also provided feedback regarding flag display, as well as general maintenance concerns in the parks to which they are assigned.

Women's Issues Commission

In October, the Women's Issues Commission reflected on the success of the 2025 Women's Health Conference and began planning a new Parent Volunteer Appreciation event to celebrate local community members. The Commission also reviewed additional data collected from the Women's Community Survey, which continues to provide valuable insight into the needs and priorities of women in Carson. Moving forward, commissioners will explore initiatives and programs that directly support the findings of the survey, furthering their mission to uplift and empower women throughout the city.

Youth Commission

The Youth Commission did not have a quorum, so it was unable to meet officially, with only 5 commissioners present.

V. FISCAL IMPACT

There is no direct fiscal impact associated with this report.

VI. EXHIBITS

1. Planning Commission
2. Senior Citizens Advisory Commission

Attachments

Planning Commission

Senior Citizens Advisory Commission

Planning Commission
Report April - October 2025

Planning Commission April 2025

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

Planning Commission May 2025

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

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

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

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

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

Action: Approved

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

Applicant: City of Carson

Address: Citywide

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

Action: Continued to June 24, 2025

Planning Commission June 2025

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

Applicant: Link Logistics Real Estate

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

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

Action: Approved

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

Applicant: City of Carson

Address: Citywide

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

Action: Approved

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

Applicant: City of Carson

Address: Citywide

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

Action: Continue to July 8, 2025

Planning Commission July 2025

Nothing to report for the month of July due to the cancellation of the meetings.

Planning Commission August 2025

10. Modification of Conditions of Discretionary Permit (MOD) 00001-25

Applicant: Crystal Shea, Network Connex

Owner: Glenn F and Joanne S Barton Trust

Address: 21350 S. Alameda Street

Request: A request to modify the conditions of approval for Conditional Use Permit No. 983-15, Design Overlay Review (DOR) 1581-15, and Variance (VAR) No. 558-15.

Action: Approved

Planning Commission September 2025

Nothing to report for the month of September due to the cancellation of the meetings.

Planning Commission October 2025

11. Consider Adopting a Resolution Finding a CEQA Exemption and Approval of Site Design Overlay Review (DOR) No. 18-25 for the Development of a 51-Unit Condominium Project

Applicant: Maupin Development

Owner: Harbor Federal Credit Union

Address: 438 W. Carson Street

Request: A request to consider finding a CEQA exemption and approval of Design Overlay Review (DOR) No. 18-25 for the development of a 51-unit.

Action: Approved

Senior Citizens Advisory Commission
Meeting Update – October 2025

The Senior Citizen Advisory Commission met on Monday, October 13, 2025, at the Carson Event Center. The meeting began with quorum confirmation, followed by the Pledge of Allegiance, roll call, approval of the October 13th agenda, and the minutes from September 8, 2025. Votes were recorded and noted.

INTRODUCTIONS / PRESENTATIONS

(1) Debra Scott, Housing Specialist – City of Carson Housing Division

During her presentation, Ms. Scott shared information about available programs and resources including (1) the Neighborhood Pride Program, (2) the Housing Rights Center and (3) the Partners in Care Foundation – a HUD-funded program for income-qualified adults 62 years old and older that assists with minor home modifications.

(2) Christina Camargo - Older Adults Home Modification Program (OAHMP)

During her presentation, Ms. Camargo discussed the home modification program adding that it enables low-income seniors aged 62 and older to remain in their homes through low-cost, low-barrier, high-impact modifications. In addition, she spoke on behalf of the Partners in Care Foundation, advising that they are funded by L.A. County and the City of Los Angeles 3-D program to offer community wellness, evidence-based workshops.

WRITTEN COMMUNICATIONS AND REPORTS

Staff members shared details about ongoing Carson programs and events.

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 4:50 pm and carried unanimously. The next Senior Advisory Commission meeting is scheduled for Monday, November 10, 2025, at 4:00 pm at the Carson Event Center.

Report to Honorable Mayor and City Council

Wednesday, November 5, 2025, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

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

I. SUMMARY

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

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

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

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

V. FISCAL IMPACT

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

VI. EXHIBITS

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

Attachments

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

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

OCTOBER 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**.**
- **Status as of October 23, 2025: Award of contract scheduled for November 5th.**

- PW1393-4 & 1411-4: CITYWIDE ANNUAL OVERLAY PROGRAM AND CITYWIDE ANNUAL CONCRETE REPLACEMENT PROGRAM
  - 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.
- **Status as of October 23, 2025:**
- Final invoice is being processed. Staff working on project closeout staff report.
-

- 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.
- **Status as of October 23, 2025: No Update**
-

- PW1608: MLK JR. BLVD IMPROVEMENTS
  - Status as of January 3, 2024
    - TAIT is working on the 60% plans.
    - Awaiting the Geotechnical Report to confirm any recommendations.
    - Dennis to go over traffic comments with the City Traffic Engineer.
    - Plans sent over to Cal Water for their comments.
    - 60% of the plans are due on November 29th.
    - Will have 60% plan review meeting on December 5th.
    - 100% of the plans should be finished by January 25th, 2023.
    - Writing Staff report to take to council for the first meeting in February.
  - Status as of February 15, 2024
    - Plans are currently at 60%, working with Cal Water for Coordination
    - Looking at other Grant applications for cost.
    - 100% plans by mid-March.
  - Status as of March 18, 2024: 100% plans by mid-April.
  - Status as of April 24, 2024: Designer is developing options in design for City to consider.
  - Status as of May 15, 2024: Designer is developing options in design for City to consider, currently finalizing striping.
  - Status as of June 24, 2024: Designer is developing options in design for City to consider, currently finalizing striping. Expect to have plans completed by the first week in August.
  - Status as of July 25, 2024: No update
  - Status as of October 30, 2024: Pending County review of the 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
- **Status as of October 23, 2025: On schedule to open bids mid November.**
-

- 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
    - **Status as of October 23, 2025:**
    - Contractor is scheduled to complete repairs during the second week of December.

- PW1687: CARSON ST. INTELLIGENT TRANSPORTATION SYSTEM
  - Location: Carson St. from 405 Fwy to Figueroa Street
  - Description: The project involves the installation of CCTV cameras and appurtenant hardware at ten (10) intersections along Carson Street, connecting these to existing fiber optic cable, and tying the existing fiber optic cable into City Hall. The project will also include the establishment of a Traffic Management Center in City Hall for the purposes of traffic signal synchronization, traffic management, surveillance, and traffic monitoring.

- Budget: $700,000.00
- Status as of November 20, 2023: Reviewing feasibility of qualification-based contractor procurement strategies with Finance.
- Status as of December 29, 2023**:** Issued solicitation for systems engineering from Engineering On-call consultant list, proposals due 1/4/24.
- Status as of January 17, 2024: Received proposals; need to discuss contract options with Purchasing.
- Status as of February 7, 2024: Negotiating contract with consultant.
- Status as of March 13, 2024: Received updated proposal from consultant. Task Order to be issued to perform systems engineering.
- Status as of April 18, 2024: Conducted kickoff meeting; conducting field review of existing equipment and fiber optic cable.
- Status as of May 15, 2024: Field work ongoing**.**
- Status as of June 20, 2024: Consultant met with IT Department at City Hall. Received 60% plans for traffic signal and fiber optic work.
- Status as of July 25, 2024: Reviewing plans.
- Status as of August 26, 2024: No update
- Status as of December 19, 2024: Comments provided; reviewing 90% PS&E. Will coordinate with ITS Department on software and equipment to be installed at City Hall and networking to proposed TMC and new EOC.
- Status as of January 16, 2025: No update
- Status as of February 20, 2025:
- Status as of March 20, 2025: No update
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025**:** No update
- 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.
- **Status as of October 23, 2025:**
- Award of the contract for equipment order was approved by City Council on September 30, 2025. Staff working to place order.

- <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.
- **Status as of October 23, 2025:**
- Construction in progress

- PW1701/1715: MEDIAN LANDSCAPE IMPROVEMENTS
  - Location: City-wide
  - Description: Irrigation upgrades, landscaping upgrades in City medians and streetscapes
  - Budget: $1,500,000
  - Status: PRE-DESIGN
    - Status as of December 29, 2023: Prepared draft scope for Median Streetscape Plan
    - Status as of January 17, 2024: Working on receiving proposal by 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.
    - **Status as of October 23, 2025:**
    - On October 21, City Council approved the PS&E for the project, authorized staff to advertise for construction, and authorized staff to record the “Notice of Exemption”.

- <u>PW1765: LOMITA BLVD</u>
    - 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.
- **Status as of October 23, 2025:**
- Consultant is revising change order request.
-

- <u>PW1775: 213TH ST. STREET LIGHTS</u>
  - Location: East 213th Street between Chico Ave and Wilmington Blvd
  - Description: Installation of streetlights
  - Budget: $800,000
  - Status: DESIGN PROCUREMENT
    - Status as of December 29, 2023: Solicitation issued from Engineering On-call consultant list; 1 proposal received.
    - Status as of February 7, 2024: Negotiating contract with consultant.
    - Status as of March 13, 2024: Consultant to send revised scope and fee (final iteration).
    - Status as of April 18, 2024: Waiting for Task Order and Notice to Proceed (NTP)
    - Status as of May 21, 2024: Conducted kick-off meeting.
    - Status as of June 20, 2024: Field work ongoing.
    - Status as of July 25, 2024**:** Consultant is preparing plans.
    - Status as of August 26, 2024: No update
    - Status as of September 18, 2024: 30% submitted to City. Comments sent.
    - Status as of October 28, 2024: Consultant coordinating with SCE to develop service request which will require upgrading the circuit on 213th.
    - Status as of December 19, 2024: Received 60%. County reviewing.
    - Status as of January 16, 2025**:** County still reviewing. SCE will need to do major work to install these streetlights, so they are requesting a meeting with City staff

about potentially putting in aerial cable instead of an underground to complete the project faster.
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: Waiting for draft SCE design.
    - Status as of April 21, 2025: SCE committed to providing a draft service design this month.
    - Status as of May 22, 2025: LA County reviewing plans.
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: No update
    - Status as of August 20, 2025: No update
    - Status as of September 18, 2025: No update
    - **Status as of October 23, 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
    - **Status as of October 23, 2025:**
    -

- 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
- **Status as of October 23, 2025:**
- Consultant has begun working on PS&E.

- 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
- **Status as of October 23, 2025:**
- Planning project ongoing – Priority Corridors Memorandum complete, website and survey drafted.

- 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.
- **Status as of October 23, 2025:**
- Engineering design in progress. Preliminary design construction plans expected in November 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
  - **Status as of October 23, 2025:**
  -

- 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.
- **Status as of October 23, 2025:**
- Project was accepted by Council as complete on October 21.

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.
  - **Status as of October 23, 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
- **Status as of October 23, 2025: No update**
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- PW1649: HSIP H8-07-003 TRAFFIC SIGNAL UPGRADE
  - Location: Intersections of Avalon Blvd at Victoria St, Main St at Sepulveda Blvd, Main St at 223rd St, and Figueroa St at Torrance Blvd
  - Description: Traffic Signal Upgrades for 4 intersections with HSIP Grant
  - Budget: $1,912,000 = $1,720,890 (HSIP Fund) + $1,279,110 (Local Fund)
  - Status: DESIGN
    - Awaiting final SCE plans
  - Status as of November 20, 2023: No update
  - Status as of December 29, 2023: No update
  - Status as of January 17, 2024: No update
  - Status as of February 7, 2024: Received final SCE plans, working with designer to finalize PS&E package.
  - Status as of March 13, 2024: Meeting scheduled this month with designer to review PS&E package and outstanding items.
  - Status as of April 18, 2024: Additional work on design and Caltrans authorizations will require forthcoming change order.
  - Status as of May 15, 2024**:** Contract amendment for the Consultant is scheduled for June 4, 2024, City Council Agenda for additional design and Caltrans authorization work. Working with Caltrans to submit necessary forms to authorize construction funding.
  - Status as of June 20, 2024: Working with Caltrans on necessary forms to authorize construction funding and FHWA review/approval of Carson's PLA**.**
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: PLA does not apply to Federal-aid projects. Working with consultant to confirm utility investigation complete and finalize plans.

- Status as of September 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
- **Status as of October 23, 2025:**
- Contract award was approved at City Council on September 30, 2025. Staff are working to execute the contract and issue the purchase order.

- 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
- **Status as of October 23, 2025:**
- Contract has been executed, staff working to issue purchase order before giving the Notice to Proceed to the contractor.
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- <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
- **Status as of October 23, 2025:**
- Contractor to submit excavation permit and begin potholing next month
-

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

- Status as of April 21, 2025: Revised 90% design submitted and plans are in plan check.
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- 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
- **Status as of October 23, 2025:**
- On October 21, City Council approved the PS&E for the project, authorized staff to advertise for construction, and authorized staff to record the "Notice of Exemption".
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Summary of All Traffic Signal Projects:

Location/Intersection	Construction Start Date	Anticipated Construction Completion Date
PW 1612 – Broadway at Griffith St	In Design	TBD
PW 1667-Avalon Blvd at Gardena Blvd	November 2025	TBD
PW 1649-Avalon Blvd at Victoria Ave	January 2026	TBD
PW 1784- Central Ave at University Dr	March 2025	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	December 2025	TBD
PW 1649 -Main St at 223rd St	January 2026	TBD
PW 1657-Main St at Albertoni St	December 2025	TBD
PW 1649-Main St at Sepulveda Blvd	January 2026	TBD
PW1657-Main St at Victoria St	December 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	December 2025	TBD
PW 1657-Figueroa St at 234th St	December 2025	TBD
PW 1647-Figueroa St at I-110 NB on/off ramps	In Design	TBD
PW 1649-Figueroa St at Torrance Blvd	January 2026	TBD
PW 1657-Figueroa St at Victoria St	December 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
- **Status as of October 23, 2025: No update**
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- 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
- **Status as of October 23, 2025:**
- CEQA completed and posted. Permit applications put out for review by Los Angeles County.

- 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
  - **Status as of October 23, 2025:**
  - Expecting 100% design in the next month.
  -

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
- **Status as of October 23, 2025: No update**
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- PW1490 & 1600: DOMINGUEZ CHANNEL BIKE PATH INSTALLATION PHASES I & II
  - Location – Phase I: Main Street to Avalon Boulevard
  - Location – Phase II: Avalon Boulevard to Carson St.
  - Description: Installation of Bike path along Dominguez Channel

- Budget: $9,000,000.00 (PW1490); $5,500,000.00 (PW1600)
- Current Phase: DESIGN AND PERMITTING
    - As a result of the redesign to address safety concerns, the City is working with Metro requesting additional funding and a time extension.
    - Status as of October 26, 2023: Consultant to continue design with modified scope.
    - Status as of November 20, 2023: Consultant to continue design with modified scope.
    - Status as of December 29, 2023**:** Consultant contract amendment approved, awaiting signed amendment in mail to issue task order.
    - Status as of January 17, 2024: Awaiting signed task order memo to issue task order Notice to Proceed.
    - Status as of February 7, 2024: Notice to proceed on Task Order was issued, working with LA County DPW to obtain permit to conduct survey work for design.
    - Status as of March 13, 2024: LA County DPW permit obtained, survey work to begin this month.
    - Status as of April 18, 2024: Seeking a meeting with LA County to review geotechnical scope, waiting for communication from LA County as to who is reviewing.
    - Status of May 15, 2024: Met with LA County to review structural and geotechnical questions, working with LA County Flood District through permit requirements for various subcontractors' scope of work.
    - Status as of June 20, 2024: Biological survey to be conducted this month.
    - Status as of July 25, 2024: Biological survey is complete. The consultant is working on civil plans. Consultant submitted permit for geotechnical borings which is pending LA County review and approval. Conducted coordination meeting with County on Greenway project status, City's needs from County.
    - Status of August 26, 2024: Conducted meeting with County to discuss Geotechnical exploratory permit pending LA County review. The county should have comments on permit in September.
    - Status as of September 18, 2024: Continued coordination with County on Greenway parklet plans, permit still pending LA County review and approval.
    - Status as of October 28, 2024: Geotech field work complete, awaiting soils report for structural and civil design. Continued coordination with County on Greenway parklet plans
    - Status as of December 19, 2024: Staff reviewing soils report. Consultant has begun structural design.
    - Status as of January 16, 2025: Structural and civil designs are ongoing. Coordination with LA County is ongoing for review of structural elements and for coordination within the parklet area.
    - Status as of February 20, 2025: Structural and civil designs are ongoing. Staff and Consultant met with LA County team January 28, 2025, to discuss structural design approach. The consultant is collaborating with LA County designer on the parklet area.
    - Status as of March 20, 2025: Staff and consultant to meet again with LA County on March 20, 2025 (today) to discuss approach for design and whether a design-build approach could be reviewable for LA County.
    - Status as of April 21, 2025: City soliciting an on-call environmental consultant for review of Initial Study and permitting work. Designer working on structural plans for underpasses and coordinating with LA County on Del Amo parklet area.

- Status as of May 22, 2025: Staff working with Community Development to issue Task Order for 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
- **Status as of October 23, 2025:**
- Contract amendment was approved at City Council on September 2, 2025. The Notice to Proceed was issued to the consultant on September 25, 2025.

- PW1534: ACTIVE TRANSPORTATION PROGRAM – SANTA FE BIKE LANE
  - Location: Santa Fe Ave and City-wide
  - Description: Construct bike lane on Santa Fe Ave; install curb ramps city-wide; install speed feedback signs city-wide; install crosswalks city-wide; install pedestrian push buttons and countdown heads city-wide
  - Budget: $3,491,000
  - Status: DESIGN
    - Status as of December 29, 2023: Working with Caltrans to program allocation request.
    - Status as of January 17, 2024: Resubmitted with additional Caltrans requirements.
    - Status as of February 7, 2024: No update
    - Status as of March 13, 2024: On CTC March Agenda for allocation.
    - Status as of April 18, 2024: CTC allocated funds for plan update. Program supplement agreement scheduled for May 21, 2024, City Council Meeting Agenda.
    - Status as of May 20, 2024: No update.
    - Status as of June 20, 2024: Received approved finance letter from Caltrans for PA&ED phase. City reviewing procurement options for this project to complete design.
    - Status as of July 25, 2024**:** No update
    - Status as of September 18, 2024: Design to be advertised to include curb ramp design, median nose cuts, and other Community-Wide Safety Improvements that were approved in this grant. Project will then be bid as one construction package, which will include already completed Santa Fe Bike Lane design.
    - Status as of October 28, 2024: No update.
    - Status as of December 19, 2024: No update
    - Status as of January 16, 2025: No update
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: Drafting RFP
    - Status as of April 21, 2025: No update
    - Status as of May 22, 2025: No update
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: No update
    - Status as of August 20, 2025: No update

- Status as of September 18, 2025: No update
- **Status as of October 23, 2025: No update**
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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.
- **Status as of October 23, 2025:**
- Installation of the first CMU retaining wall on the north side of the property is complete, and waterproofing and visqueen have been installed on it. The fence posts for the northeast soccer fields have been set, and their concrete has been poured. Concrete curbs for the playground and parking lot are in place, and the curb formwork for the Sepulveda parking lot is also complete. The rebar has been set and concrete has been poured for the monument sign footing. Grading adjustment for the cheek wall at the northeast corner is complete.
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- <u>PW1515: CARRIAGE CREST PARK STORMWATER CAPTURE</u>
  - 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.
- **Status as of October 23, 2025:**
- LA County is working through punch list items and operations and maintenance manual.
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- 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.
  - **Status as of October 23, 2025:**
- The new marquee sign is now installed and operational. The installation of playground equipment and the picnic shade structures is complete. For the new stage, the stem wall concrete has cured, and the concrete for the stairs, ADA ramp, and stem walls has been poured after the area was infilled with dirt. The stage's picnic area concrete has also been sandblasted to create a consistent finish. In other areas, the south-east picnic area has been fine-graded, fertilized, and water-tested, and wells have been dug for new trees. Landscaping and irrigation around the existing gym building are substantially complete.
-

- PW 1636: MILLS PARK DESIGN
  - 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.

- **Status as of October 23, 2025:**
  - City decided to postpone the Mills Park Bldg Renovation advertisement initiated in August to include the repackaging of Mills Park Site Impr. Project in the hope of utilizing one contractor for the same location resulting in cost reduction.
  - Proposal was obtained from the designer for repackaging the remining work and the production to repackage started in September.
  - At the same time the termination of the current contractor (MBC) was initiated with the City Attorney and Notice of Termination was prepared and mailed out on October 17, 2025.
  - The project scope is revised and amended during repackaging to include the removal of two additional Picnic Concrete pads and the Conc. Pad for the existing exercise equipment due to substantial cracks and old age. Additionally, the exercise equipment is outdated and being replaced with new up-to-date design to incorporate various exercise activities more in demand. These being the only features not renovated as part of the original improvements.
  - Due to the extensive questions raised by the prospective bidders during the postponement of Mills Park Bldg. Renovation Project to incorporate Mills Park Site improvements, the Purchasing Dept. requested to withdraw the Bid for Mills Park Bldg. and start fresh once the repackaging is completed.
  - A design re-package for Mills Park Site remaining work is being prepared and being incorporated into the Mills Park Bldg., including a quality control

to eliminate redundancy and confusion between the two packages and is being advertised by late October/Early November.

- PROJECT NO. 1795: MILLS PARK BLDG RENOVATION
  - Status as of Aug 26, 2024
    - Staff to generate a new project number for this CIP.
    - A few façade concepts were presented and discussed with Parks & Recreation. Along with the façade concepts, a few different floor plans were presented and reviewed.
    - After a few iterations of the interior floor plan and exterior facade, P&R provided approval on August 5, 2024. Designer is currently working on construction plans & specifications based on the approved concepts.
  - Status as of October 30, 2024
    - The consultant has provided 90% submittal. Staff will review for final revisions and package plans/specs for bidding.
  - Status as of December 19, 2024
    - The design consultant's previous submittal was not at 90% completion. There were several missing details. The designer is working on addressing these items as well as providing specifications to resubmit at actual 90% completion.
  - Status as of January 16, 2025
    - Progressing PS&E from 60% to 90%
    - Prepared and determined no LID required
    - Obtaining proposal for constructability review
    - Finalizing the permit requirements through designer and Bldg. & Safety
  - Status as of February 20, 2025:
    - 100% PS&E submitted by the design Consultant BOA
    - Finalize the constructability; review Task Order and, issued NTP for review
    - Constructability review currently underway
  - Status as of March 20, 2025:
    - Constructability review completed on March 6, 2025.
    - Constructability review forwarded to Design Engineer on March 6, 2025.
    - Design consultant anticipates resubmittal on March 31, 2025.
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - 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.
- **Status as of October 23, 2025:**
    - See the Mills Park Site status report.

** 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.
- **Status as of October 23, 2025:**
- Project substantially complete, electric outlet still needs to be reworked.
-

- 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
- **Status as of October 23, 2025:**
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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
  - **Status as of October 23, 2025:**
  -

- 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.
    - **Status as of October 23, 2025:**
        - Planting is being completed for the entire project. The planting in oval planters is underway and large palm trees are installed.
        - All concrete hardscape and pavers in between the courtyards and the pavers in small courtyard are installed.
        - The concrete walkway at the south entrance is completed as well as the retaining wall for the storage and the conc pad underneath the storage.
        - The irrigation lines, drip irrigation is completed and is being tested for operation.
        - All gates are installed throughout the project, as well as final fencing is completed
        - The waterfall is completed and is being tested for operation.
        - The cleanup is underway for grand opening of 10/23/25.
        - The maintenance crew is pressure washing the existing comm center walls and painting is underway for grand opening
        - The Construction Team is preparing the punch list and preparing for substantial completion of the project.

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

- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: No update
- Status as of September 18, 2025: No update
- **Status as of October 23, 2025:**
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- 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.
- **Status as of October 23, 2025:**
- Per meeting with Public Works Director and Mayor on 10/21/2025, staff has been directed to terminate the project and rebid for construction.
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- 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.
- **Status as of October 23, 2025:**
- Carpet installation and punch list items are complete. Staff will begin to closeout 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.
    - **Status as of October 23, 2025:**
    -

- 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
- **Status as of October 23, 2025:**
-

- 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.
  - **Status as of October 23, 2025:**
  -

- MAINTENANCE: CONCRETE & ASPHALT
  - Location: Citywide

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

- Status as of April 21, 2025: Northbound Figueroa between Del Amo Blvd and I405 concrete, curb and gutter project scheduled for completion on April 24, 2025. Del Amo Blvd from Main Street to Kay Calas Bridge concrete project is scheduled for completion on April 23, 2025.
- Status as of May 22, 2025: Continued sidewalk maintenance from service request and work orders and service request. On-going
- Status as of June 18, 2025: Currently removing and replacing sidewalks around Caroldale Elementary and 224th St now that school is out. Poured concrete at Calas Park in preparation for resurfacing pickle ball court. On-going
- 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.
- **Status as of October 23, 2025:**
-

- 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.
    - **Status as of October 23, 2025:**
    -

TREE MAINTENANCE: TRIMMING CITYWIDE

- The city contract for tree maintenance is scheduled to expire in the Fall of 2024. Staff are gathering information to create an RFP.
- In-house tree crew working on (backlog) work order/service requests in all maintenance zones (1 – 7).
- In-house tree crew maintain newly planted trees according to tree watering route.
- West Coast Arborist (city contractor) is currently working on the maintenance tree route.
- Status as of late July 2024: Special tree planting projects started at Carson Park
- Status as of August 26, 2024: Special tree planting was completed as scheduled.
- Status as of December 19, 2024: West Coast Arborist (city contractor) is currently working on the maintenance tree routes.
- Status as of February 20, 2025:
  - Tree pruning by city contractors in tree maintenance zones
  - In-house tree crew performing maintenance per maintenance zones 1-7
  - City crew planting new trees in locations where trees have been removed or need to be replaced
  - Respond and address tree service requests city-wide
- Status as of March 20, 2025:
  - Tree pruning by city contractors in tree maintenance zones
  - In-house tree crew performing maintenance per maintenance zones 1-7
  - City crew planting new trees in locations where trees have been removed or have died
  - Respond and address tree service requests city-wide
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: As trees are being removed, the crew is also planting replacement trees. The tree crew follows a weekly schedule to water newly planted trees, ensuring their successful establishment and healthy growth. On-going
- Status as of June 18, 2025: Partnering with West Coast Arborist (WCA) to pick up and plant trees on Figueroa Street. Water trees citywide. Staff will be using the water trailer and the water tanker.
- 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.
- **Status as of October 23, 2025:**
-

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.
- **Status as of October 23, 2025: Ongoing**
-

- 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.
  - **Status as of October 23, 2025: No update**
  -

- PW1416: CALAS & FOISIA PARK RE-ROOFING
  - Location: Calas & Foisia Park
  - Description: Repair the roof at both snack bar and main office due to leaking roof.
  - Current Phase: Construction at Calas Park is Complete; Pre-procurement for Foisia Park

- Status as of October 26, 2023: PROJECT COMPLETE
- PREPARING FORMAL PROJECT CLOSEOUT
- Status as of February 21, 2024: PROJECT CLOSEOUT
- Status as of April 24, 2024: No update
- Status as of May 20, 2024: No update
- Status as of July 25, 2024: No update
- Status as of August 26, 2024**:** No update
- Status as of 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
- **Status as of October 23, 2025: No update**
-

- PROJECT 1630: ELECTRICAL PANEL UPGRADE
  - Location: Anderson Park
  - Description: Install new electrical panel and switch gear
  - Status as of September 21, 2023: Staff soliciting proposals.
  - Status as of February 21, 2024: Three proposals received.
  - Status as of March 18, 2024: Going to City Council Meeting on May 7, 2024, to award contract.
  - Status as of April 24, 2024: City Attorney's Office is drafting contract.
  - Status as of May 20, 2024: Currently being advertised in four trade journals per City Attorney's direction.
  - Status as of June 20, 2024: No update
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: In procurement
  - Status as of 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
  - **Status as of October 23, 2025: No update**
  -

- VETS PARK GYM FLOORING
  - Location: Veterans Park
  - Description: Replace gym floors and bleachers at Veterans Park.

- Current Phase: Finalizing scope of work.
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: In preparation of RFP
- 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.
- **Status as of October 23, 2025:**
- Construction in progress, 80% complete

- CITY HALL BACK-UP GENERATOR
  - Location: City Hall
  - Description: Making necessary repairs to the back-up generator at City Hall.
  - Status as of May 22, 2025: No update
    Status as of June 18, 2025: Repairs are currently in procurement
  - 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
  - **Status as of October 23, 2025: No update**
  -
  -

- MODERNIZATION OF CITY VEHICLES TO ELECTRICAL VEHICLES
  - 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.
  - **Status as of October 23, 2025:**
  - Vehicles have been delivered, being inventoried and prepped to be put into service
  -
-

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY
Capital Project Updates

October 2025

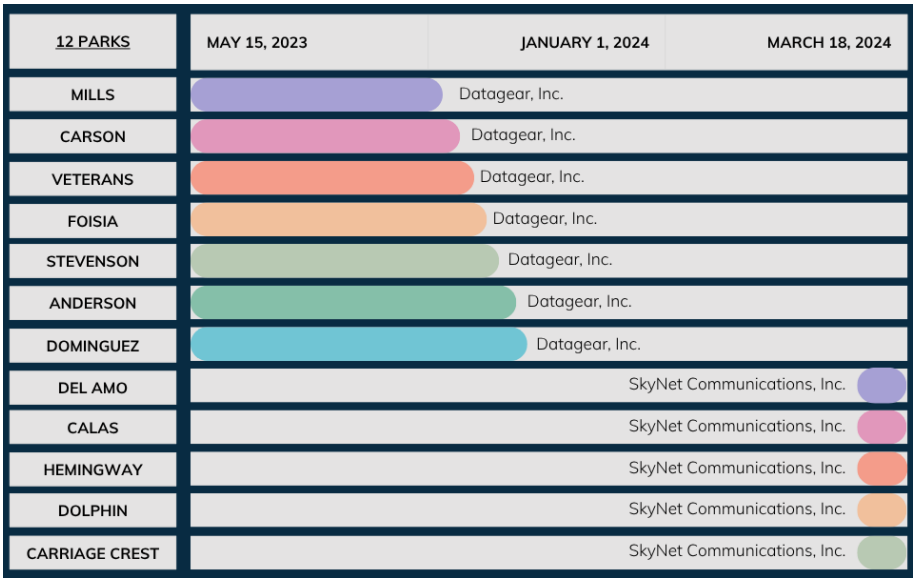
1. WIFI IN PARKS:

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%)



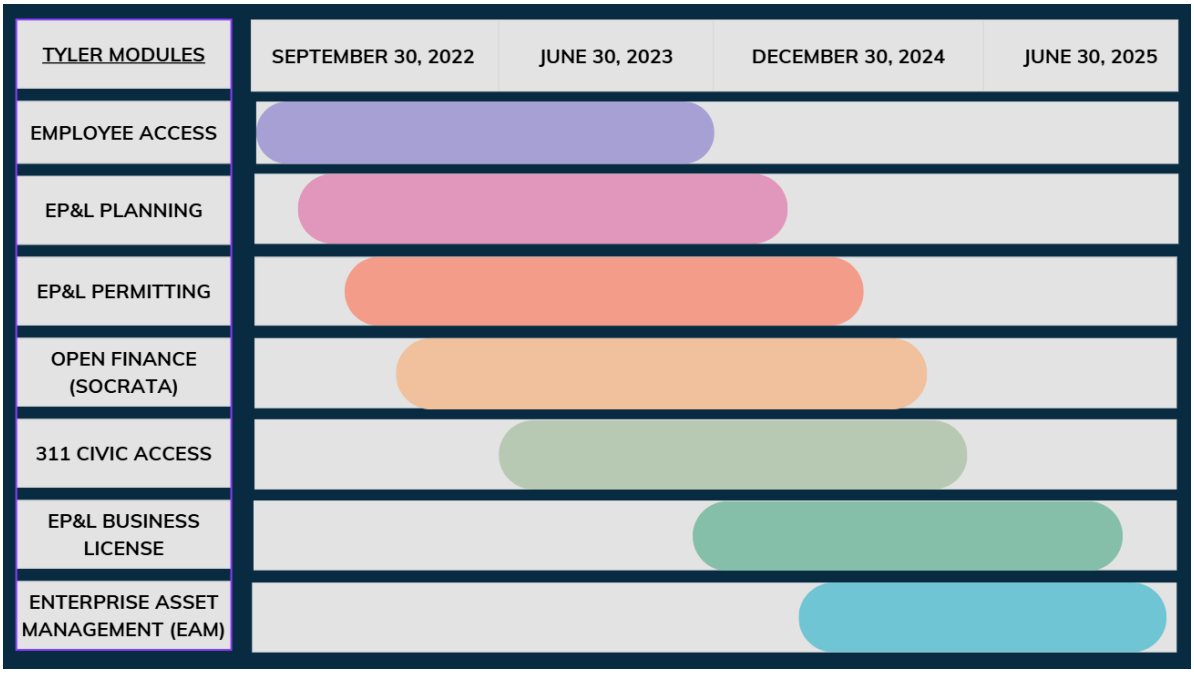
2. TYLER UPGRADE / ENERGOV IMPLEMENTATION:

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%)



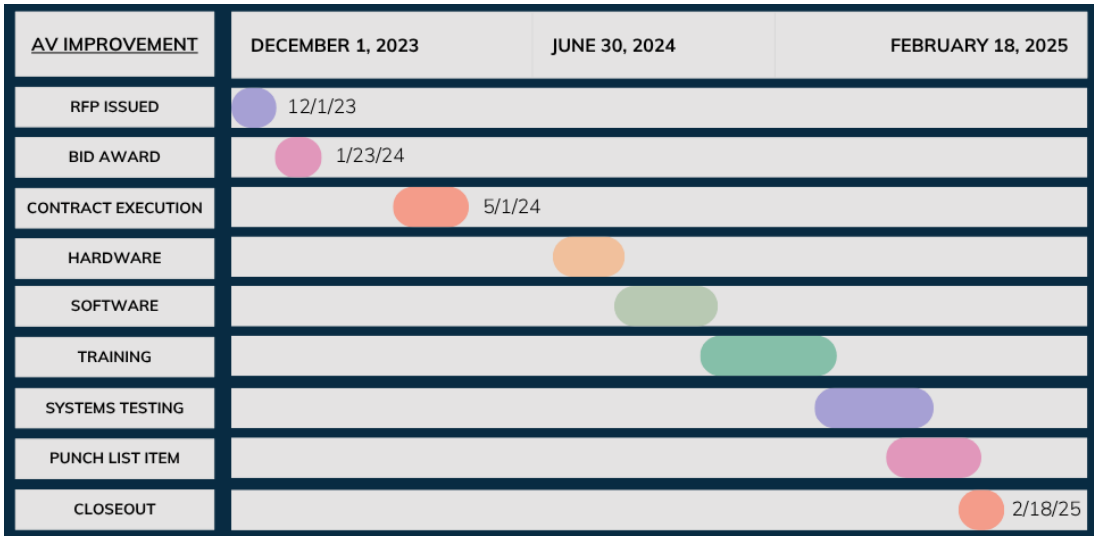
3. CITY HALL COUNCIL CHAMBERS AUDIO/VIDEO IMPROVEMENT

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:

Project completed (100%)

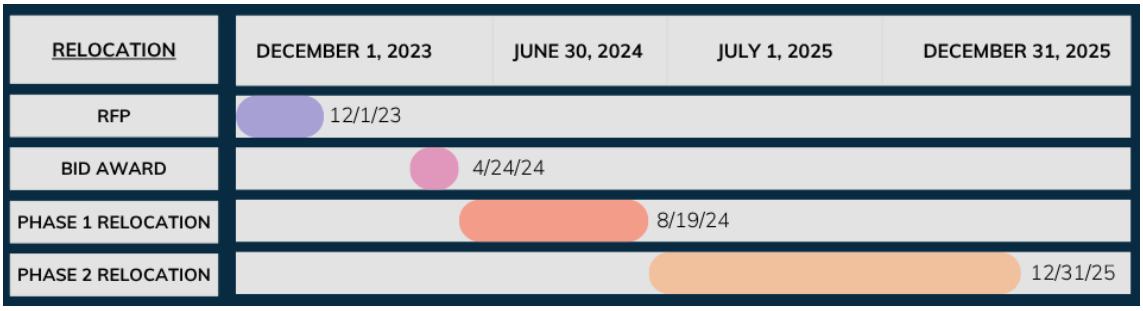


4. NETWORK SERVICES RELOCATION:

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 – December 31, 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 12/31/25.

Network Services Relocation Summary:

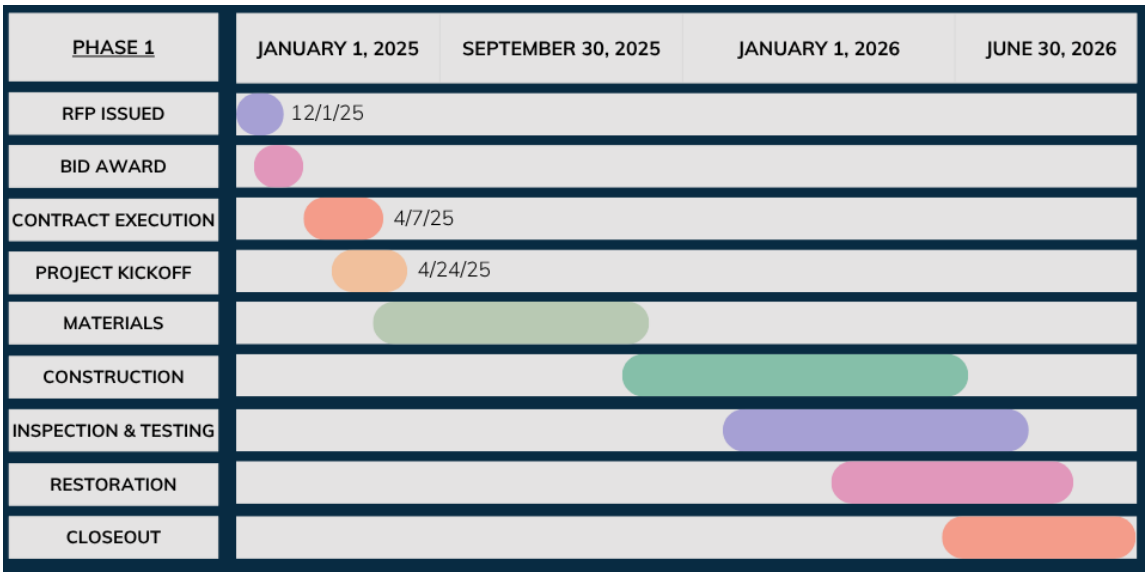


5. CITYWIDE MUNIICIPAL FIBER OPTIC NETWORK PHASE 1

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 completed. • Permit review underway.

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	Public Safety & Emergency Management recently participated in the National Prescription Drug Take Back Day, collecting a significant number of boxes from Carson residents. Thank you to everyone who participated in keeping our community safe! We also hosted our first Neighborhood Watch Information Session, which had a great turnout from residents eager to get involved. Our next meeting is scheduled for January 8th at Veterans Park, and we look forward to continuing to build safer, more connected neighborhoods. The Parking Control Officer (PCO) Team is now reaching full staffing with six officers, allowing for more proactive enforcement in key areas such as schools, truck parking zones, and permitted parking areas. Two designated rovers will focus on responding to all MY311 service requests, ensuring timely and efficient responses to community concerns. Our Public Safety Enforcement Officers (PSEO) continue to work closely with the Carson Sheriff's HOST Team to address ongoing issues at MLK Library. Meanwhile, the Code Enforcement Team has successfully completed all NPDES compliance inspections and reporting requirements, maintaining the City's commitment to environmental standards and regulatory compliance.

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.

COMMUNITY DEVELOPMENT
PROJECT STATUS REPORT
November 5, 2025

CITY COUNCIL

	Name	Description	Status
1	Envision Carson	21207 S. Avalon Blvd. Existing: 27.31 acres. Proposed: 1,115 residential dwelling units (consisting of 351 townhomes, 764 apartments), 10,000 square feet of restaurant area, and 111,581 square feet of publicly accessible but privately maintained open space	Under Construction - Estimated completion 24 months.
2	Carson Triangle Kott property at Avalon and 213th St.	21140 S. Avalon Blvd. Existing: automobile dealerships and vehicle storage. Proposed: 315-unit residential project including 283 townhomes and 32 very low-income affordable rental units on 14 acres. No proposal has been received on the remaining parcels	Under Construction - Estimated completion 20 months. Demolition complete Hydrology, LID, geotechnical, sewer area study under review In building plan check. Coordinating affordable housing covenant.
3	The District Specific Plan Amendment Carson Goose Owner LLC Cells 3, 4 and 5.	Existing: Former landfill. Proposed: Cells 3, 4 and 5 will contain 1,567,090 square feet of light industrial development including 75,000 square feet of office space and approximately 12 acres of publicly accessible but privately owned and maintained open space community amenity areas and 10,000 square feet of commercial/retail uses, 12,600 square feet of restaurants	In Plan Check
4	Kim Family Trust	21240-21250 Main St. Existing: Vacant lot. Proposed: 19-unit market rate apartment consisting of two separate three-story buildings with at grade parking	Under Construction
5	Golden State Alliance, LLC	138 W. 223rd St. Existing: Single Family Residence. Proposed: Ten (10) attached condominiums consisting of two separate buildings with all market rate units, at grade 2 car garages, guest parking and private driveway	Under Review
6	Chevron	17453-17455 Central Ave. Existing: Chevron service station with McDonald's restaurant. Proposed: Add a new self-service car wash	Approved by Planning Commission
7	21611 Perry Street LLC	21611 S. Perry St. Existing: Vacant lot. Proposed: Self storage facility comprised of approximately 120,000 SF in a mix of one and two-story buildings and a 5,000 SF retail component. New application submitted requesting 62 residential condominium units	Approved. Residential application for 62 units was approved by Planning Commission and City Council. DA fully executed on 9/15/25. Agreement to Conditions executed on 9/15/25. Site is subject to a CLRRA agreement. Developer resolving issues with the Water Board. DA routed for signatures
8	Carson Main Street LLC	20601 S. Main St. Existing: Vacant lot (formerly KL Fenix). Proposed: Three industrial buildings	Approved. Pending plan check submittal

	Name	Description	Status
		comprised of approximately 256,000 square feet including 137,000 square feet of warehouse, 92,000 square feet of manufacturing, 23,000 square feet of office, and 4,000 square-foot retail pad with 419 parking spaces, 18 dock doors, 6 at grade doors, and 3 trailer stalls	
9	Watson Land	2277 E. 220th St. Existing: two-story office buildings. Proposed: One 58,937 SF industrial building with 73 parking spaces and 12 dock doors. Development Agreement requesting increase in FAR from 0.4 to 0.5	Under Review
10	Prologis	24760 Main St., Permit trucking activities (existing building) within 100 feet from residential properties	Complete
11	LiT 9th St. 223rd Carson LP	2104 E. 223rd St. Existing: Former Poly One Corporation facility. Proposed: one industrial building comprised of approximately 130,000 square feet including 124,324 square feet of warehouse, 5,000 square feet of office, 5,000 square feet of mezzanine with 122 parking stalls and 15 dock doors	Under Construction
12	BSREP III Dominguez, LLC	2001 E. Dominguez St. Existing: Western Tube & Conduit Corporation. Proposed: one industrial building comprised of approximately 424,000 square feet including 408,990 square feet of warehouse, 15,000 square feet of office with 283 parking stalls, 136 trailer parking stalls and 68 dock doors	Complete
13	California Water Service Group	21718 S. Alameda St. California Water has completed construction of a new groundwater production well to provided potable water to the public. Water quality of a new well has been established and has provided design parameters for the future onsite improvements. A new building will be used to house the well appurtenances, electrical, controls and pumping equipment. The preliminary building will be approximately 1,000 square feet	In Plan Check. Revisions submitted
14	Avocet Battery	23320 Alameda. Existing: Aggregate recycling center. Proposed: A 200-megawatt Battery Energy Storage system on an approximately seven-acre site that will help augment Edison during power shortages	Approved. In Plan Check. Condition of approval: LA County Fire AMMR expected by December 2025
15	Ormat for VESI	18800 Broadway. Existing: Industrial/topsoil supplier operation. Proposed: A 100-megawatt Battery Energy Storage system on an approximately three-	Under Review. Community meeting expected to occur in early December

	Name	Description	Status
		acre site that will help augment Edison during power shortages	
16	Chris Barker	605 W. 228th St. Proposed closure of existing Ocean Villa mobile home park	PAR considered withdrawn (inactive)
17	Carson TH	18101 Avalon Blvd. Existing: Religious institution. Proposed: A 30-unit condominium development	Under Review
18	Maupin Development	215 W. Carson Street. Existing: 64,500 SF (4 lots), comprised of 3 single-family homes, storage sheds and an unpaved empty lot. Proposed: 35 Townhomes – two floors over parking; 29 units/3 bedrooms; 6 units/2 bedrooms with common and private open space	Approved. Applicant working with Engineering to schedule Final Map to CC
19	Anastasi Development	336 E. Carson Street. Existing: 90,000 SF (lot), formerly a collection of automotive repair businesses within two multi-tenant buildings measuring a total of 40,000 SF. Proposed: 50 Townhomes – two floors over parking; all 3 bedrooms/2 baths with common and private opens space	Approved. Applicant working with Engineering to schedule Final Map to CC
20	Trophy VPC, LLC	Mural installation at FAB Automotive	Approved by Planning Commission, Appealed by Councilmember Dear tentatively scheduled for October 18th. City Council approved Mural #2 and requested staff to process a comprehensive sign code amendment
21	Infinity CF, LLC	23820 Avalon Blvd. Existing: Former Scottsdale Discount Center building. Proposed: Two lot subdivision with a proposed Starbucks on one parcel and a carwash on the other	Starbucks constructed, carwash under construction
22	PAR 1675-22	21135 ½ Bolsa, Eight (individual) single-family residences (SFR) each with a detached accessory dwelling unit (ADU)	Pre-application Review is complete.
23	Vinfast	2009 East 223rd St. Vinfast electric car showroom, service center, and car storage for delivery to customers	Will be vacating the site (business decision) Vinfast has submitted a letter to the City stating they will be vacating the site by end of June 2025. 07/29/25 staff conducted a site visit, confirmed unoccupied, and noted the property is for sale.
24	SyWest	20100 Figueroa St. Specific Plan, General Plan Amendment, Development Agreement, DOR for development of a big box user and associated retail	Under Review The preparation of the Specific Plan and technical studies for the DEIR are underway
25	Arris Studio Architects	888 E. Dominguez St. Existing: Vacant restaurant. Proposed: Marriot TownePlace Suites Hotel and new bar/lounge, (111 key)	In Plan Check. Related Tentative Parcel Map submitted so that the new hotel

	Name	Description	Status
			and the existing motel will be sited on their own property
26	Target	20700 Avalon Blvd. Drive-up spaces	Approved. Awaiting plan check submittal
27	Air Products	23300 Alameda St. Hydrogen Pipeline	Approved
28	Birch Specific Plan	21809-21811 S. Figueroa St. Existing: Residential structures. Proposed: 4-story, 32-unit condominium development with public seating & public art	Partially constructed and going through ownership change. Construction expected to restart mid-2025
29	Argo Warehouse	439 W. Gardena Blvd. Existing: Vacant lot. Proposed: New 3,754 SF warehouse	Under Construction
30	Mobile Mini	22632 S. Alameda St. Construction of a cargo container storage facility that will consist of three modular office units and a maintenance canopy structure on a 14-acre site	Approved. Awaiting Landscaping Plans to finalize conditions of approval
31	Air Products	23000 Alameda St. Existing: Industrial gas supplier. Proposed: Construct a new 2,626 SF modular bldg. with parking lot at the existing facility	Approved. In Plan Check
32	Live Wire EV dealership	20507 Belshaw Ave. EV Motorcycle Dealership (Live Wire)	Approved. Operating
33	Petroleum Tanks	2365 E. Sepulveda Blvd. Installation of two petroleum tanks at an existing tank farm. Capacity increasing from 22 to 24 storage tanks	Under Construction
34	AT&T Monopine Foisia Park	23410 Catskill Ave. Wireless Communication antenna	Under Review. Awaiting plan submittal
35	Hyundai Dealership	2201 E. 223rd St. Existing: Car dealership. Proposed: New Service Building	Under Construction
36	Grace Orthodox Presbyterian Church	22511 Figueroa, A request for approval of a Tentative Parcel Map to subdivide a 1.59-acre parcel into two parcels	Approved
37	South Bay Fleet Specialist	17126 S. Broadway St. Conditional Use Permit to operate an auto body and paint shop including a paint spray booth located inside the existing building.	Approved. Monitoring completion of conditions of approval
38	ASPCA Animal Clinic	16300 Figueroa St. Existing: Vacant occupancy. Proposed: Animal Clinic development on an industrial site	Under Construction
39	PowerPlay Pickleball	19401 S. Main St. Existing: Industrial building. Proposed: Redevelop site with a pickleball facility. This is a three-phased project. Interior tenant improvement: Indoor court and commercial areas (Phase 1), clubhouse (Phase 2) and outdoor courts (Phases 3). Commercial (10,264 SF) and court area (30,663 SF) <u>Phase 1:</u>	Phase 1: Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast studio, athlete recovery rooms, and seating area for juice bar portion Status: Under Construction

	Name	Description	Status
		Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast studio, athlete recovery rooms, and seating area for juice bar portion Status: Under construction <u>Phase 2:</u> 6,878 SF Clubhouse includes a restaurant Status: Approved <u>Phase 3:</u> Twenty-one (21) Outdoor Courts Status: Under Review	A temporary certificate of occupancy (TCO) was issued while awaiting completion of the second-floor space. Phase 2: 6,878 SF Clubhouse includes a restaurant has been approved by Planning for obtaining permits. Phase 3: Twenty-one (21) Outdoor Courts Status: Approved
40	16325 -16407 S MAIN ST	Renovate an existing 159,373 SF industrial building on a 5.88-acre site including removing approx. 6,503 SF of existing office/mezzanine/warehouse space, exterior building facade improvement, interior tenant improvement and site and landscaping improvements. After renovation the new building footprint will reduced to approx.138,616 SF. The project also includes a lot line adjustment of the parcels	Approved
41	KB Home	427 E. 220th St. Willow (formerly Cambria Ct.) Existing: Residential structures. Proposed: 35-unit condominiums designed as 2-story detached homes	Under Construction – in final phase. Construction should be complete by end of October/early November
42	22511 Figueroa St.	Specific Plan, DOR, Zone Change for 28-unit residential apartment development on a .69-acre lot	Under Review. Resubmittal pending
43	Carson Companies	Northwest corner of University Dr. and Central Ave. Existing: Vacant site. Proposal: 5-acre retail center development with approx. 29,000 square feet of retail shops, 11,300 square feet of restaurant space, 25,500 square foot Boys and Girls Club	Under Review
44	Shippers	1150 E. Sepulveda Blvd. Existing: 20AC lot in the Manufacturing Heavy, GP Heavy Industrial zone. Proposed: Request approval for a conditional use permit for truck parking, cargo container storage yard, installation of (4) modular enclosures with 5 standard vehicle parking spaces	Under Review. Awaiting Applicant Response
45	Dutch Brothers	20377 Avalon Blvd. Existing: Former Pizza Hut. Proposed: 950 SF coffee business with drive-through.	Approved. Condition of approval: Awaiting Traffic Study. Demo/Grading in Plan Check Building
46	Cal-Water	410 W Carson St. Updating and adding new equipment at an existing Cal Water facility	Under Review. Awaiting plan submittal
47	McDonalds Drive-Through Preapplication Review (PAR)	22309 Main St. Existing: Vacant Proposed: PAR conceptual review of a 3,694 SF drive-through restaurant	Pre-application Review completed

	Name	Description	Status
48	University Plaza Façade Improvement	615 E University Ave. Existing: Multi-tenant commercial center Proposed: Commercial façade improvement of an existing retail plaza	Approved. Under Construction
49	Woojin Is. America Inc.	130 W. Victoria St. Existing: Industrial site. Admin DOR, tenant improvement (TI). Proposed: Refurbishing facility that provides transit vehicle assembly for Metro trains at an existing industrial building site	Approved. In Plan Check with Building and Safety
50	Haro Property	20715 Avalon Blvd. Existing: Multi-tenant office building with retail and restaurant; Proposed: Hawaiian BBQ restaurant with drive through	Under Review, awaiting plan submittal Possible withdrawal
51	Rain for Rent	400 & 436 W. Walnut St. Existing: A warehouse & office building. Proposed: Demolish the warehouse and develop equipment rental yard (400) and retain the office (436) building with site and landscape improvements throughout both parcels (new landscaping, pavement, construction of an 8-foot-tall perimeter wall, add a new driveway, interior tenant improvements to support the operation of the equipment rental company)	Under Review
52	404 E. Carson St.	404 E. Carson St. Existing: Samoan Federation Building, Proposed: Three-story, podium style mixed-use residential & commercial development (rental). Three 2-bed/2-bath townhouse units, two 1-bed/1-bath flats, and four studio units totaling 9 units built over ground floor level 752 SF commercial retail space and parking area on a 9,772 SF (0.22 AC) lot	Under Review. Awaiting applicant resubmittal
53	316 W. 214th St	316 W. 214th St., Existing: Single-family residence Proposed: 4 rental units	Under Review
54	SUR Auto Body	510 E. Alondra Blvd. Existing: Multi-tenant Warehouse 16,840 SF Proposed: Building 2 (approx. 7,200 SF), change use from warehouse to an auto body repair business located on a 0.90 AC lot	Under Review
55	Crown Castle	21350 Alameda St. Existing: Wireless communications facility (cell tower) Proposed: Major modification to conditions request for extended expiration date	Approved.
56	Porsche Engineering U.S.	1154 Annalee Ln. Existing: Warehouse Proposed: CUP for a Porsche Lithium Battery Evaluation Facility	Under Review
57	A Better Tomorrow	20630 Leapwood Ave., Unit F Existing: Multi-tenant Industrial Condo center. Proposed: Social Services Office replacing former office use	Complete

	Name	Description	Status
58	KL Fenix	19204 Figueroa, Existing: Warehouse. Proposed: New 83770 SF warehouse/office building with 6 dock doors replacing existing structures	Under Review
59	J&J Carson, LLC	100 Carson Mall, Existing: 1 parcel. Proposed: Subdivide 1 parcel into 3 parcels	Under Review
60	ECM Management	18001 Main St. Proposed: New 60558 SF speculative warehouse building	Complete
61	Maupin Development	438 W. Carson St. Existing: Credit Union Bank; Proposed: Acquire a portion of the property to build a 51-unit condo development with related site improvements. The bank remains as located.	Approved
62	Manilla Sunrise Restaurant	Existing: Restaurant Proposed: Kitchen addition	Under Review
63	Hyundai / Chevrolet Dealership Lot Split	2201 E. 223rd St. Proposed: Lot split. Division of a single lot containing two existing new car dealerships, Carson Hyundai and Carson Chevrolet.	Under Review.
64	125 W. 219th Pl. Lot Split	125 W. 219th Pl. Proposed: Lot Split of a single parcel between two single family residences	Approved. Next step: applicant to work with Engineering Services for Final Map
65	Carson Plaza Sign Program Modification	603 E. University Dr. Proposed: Sign Program Modification	Under Review. Anticipate approval
66	Auto Collision/Repair	16200 Main Street. Existing Light Industrial Building, Proposed: Change use from warehouse/manufacturing to auto collision/repair	Approved
67	Rexford Warehouse	1065 E Walnut St. PAR for Demolition of an existing 143,640 SF industrial building. Construction of a new 135,760 SF industrial building with associated loading, parking, and landscaping areas. New building to include 127,760 SF of warehouse space and 8,000 SF of ground floor / mezzanine office space.	Under Review
68	2 Luv One Another	520 E Carson Plaza Ct Unit 104 Existing Multi-tenant Office Building. Proposed: social service center to replace a former medical office	Complete
69	1443 E. Carson St	1443 E. Carson St. Proposed: Demo an existing house and construct a 13-unit multifamily apartment and associated Tentative Parcel Map (TPM)	Under Review. Awaiting Applicant Response
70	20920 Jamison Ave.	20920 Jamison Ave. Existing: Single-family residence Proposed: Build two new single-family residences	Approved.
71	Papadakis Engineering	20909 S Brant Ave. Existing: Papadakis Racing + Engineering Division provides prototype Fuel Cell System (testing); Proposed: CUP for storage of Bottled Hydrogen on site for intermittent testing process of new prototype Fuel Cell System (RSOC)	Withdrawn
72	Preapplication Review	1065 E. Walnut St., Existing: 143,640 SF warehouse; Proposed: Demolish the existing warehouse and	Under Review

	Name	Description	Status
		construct a new 135,760 SF industrial building (127,760 SF warehouse space and 8,000 SF ground floor/mezzanine office space) with associated loading, parking, and landscaping areas.	
73	Preapplication Review	2320 Dominguez St. Existing: Proposed: "Dockzilla" Relocate and install new dock high modular building (33,600 SF) including new foundations, building slab, & necessary electrical, mechanical, and plumbing	Under Review
74	Tentative Parcel Map	850-888 E. Dominguez St. Existing: One lot containing a motel and vacant restaurant building Proposed: Split one lot into two (Motel 6 and the future TownePlace by Marriott located on separate lots)	Approved
75	Target (South Carson)	651 W. Sepulveda Blvd. Existing: Target Proposed: Façade improvement and remodel signage	Approved
76	United Oil Convenience Store Remodel	22235 Figueroa St. Updated Façade, Interior renovation, and exterior repairs/maintenance	In Review
77	2011 E Carson BESS	2011 E Carson St. Installation of new 368.64-Kilowatt BESS system.	In Review
78	Brownfield Grants Awarded	Since 2022, City has been awarded five ECRG grants for $1,426,000 and plus two EPA grants for $1,500,000. Implementation is underway.	CSUDH / City kicked off the required community engagement efforts to tackle city-wide brownfield redevelopment and promote environmental health. Sites being environmentally assessed for redevelopment readiness: • Carson Housing Authority (526 W. Carson / 21704 S. Figueroa) - submitted Phase II ESA Workplan for DTSC approval. • SyWest site - DTSC provided final approval of the Supplemental Site Investigation Workplan on 3/24. Staff is working on setting up a city-wide revolving loan fund (RLF) program with EPA awards.
79	Brownfields (Grants Submitted)	US EPA brownfields job training grant to assist workers impacted closing refineries transition to green jobs	Grant application submitted on 9/26
80	Brownfields (Grants Under Review)	Transformative Climate Communities	Evaluating funding under this program for Carson
81	Real Property (Acquisition Grant)	Successfully was awarded $1.43 Million from LA County Regional Park and Open Space District (RPOSD)	Discussing next steps in the acquisition process with the property owner

	Name	Description	Status
82	City of Carson	Proposed Ordinance to satisfy HCD requirements to Certify the City's Housing Element	Approved at the May 13th Planning Commission and the June 3rd City Council meeting. 2nd Reading approved on June 17, 2025. June 18, 2025, the signed Ordinance was provided to HCD. On June 25, 2025, received HCD HE certification letter.
83	City of Carson	Carson 2040 General Plan Update, the Housing Element update will be presented to the Planning Commission in January and to the City Council in February to meet the state mandated deadlines	HCD informed the City the adopted housing element meets the statutory requirements of State Housing Element Law. However, the housing element cannot be found in full compliance until the City has completed necessary rezones to address the shortfall of sites to accommodate the Regional Housing Needs Allocation (RHNA). Staff worked with HCD to make necessary revisions to the City's zoning code and obtained the City's Housing Element certification. The implementation of the General Plan and the Housing Element are ongoing
84	City of Carson	Phase 1 Comprehensive Zoning Code Update to implement the General Plan. NOTE: Phase 1 excludes the non-residential portions of the code which will be prepared and presented later as Phase 2	Approved by Planning Commission and City Council
85	City of Carson	Phase 2 Comprehensive Zoning Code Update to implement the General Plan. NOTE: Phase 2 includes non-residential portions of the code	In Progress
86	City of Carson	Refining the Zoning Code - Amend Noise Ordinance and Noise Element for consistency purposes	Under Review. Expect to present to the Planning Commission in August and the Council in September 2025
87	City of Carson	General Plan Amendment to request Safety Element Update in order recognizing the City of Carson Local Hazard Mitigation Plan as approved by the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) and to amend the safety element of the general plan to incorporate the city's 2024 Local Hazard Mitigation Plan in accordance with Assembly Bill 2140	Approved. On March 25, 2025, approved by the Planning Commission; and approved by the Council on April 1, 2025. On June 17, 2025, the related GPA was continued by the Council to September 2, 2025. Approved by Council on September 2, 2025.
88	City of Carson	Focused sign ordinance amendment proposing to update and clarify on-site, business signage-related code sections.	On June 24, 2025, the Planning Commission continued the item.

	Name	Description	Status
89	City of Carson	Proposed amendment allowing administrative approval of tract and parcel maps for condominium purposes (Subdivision Ordinance)	Presented to the Planning Commission (PC) 2/25/25, PC approved recommendation for City Council adoption, Continued by City Council. On June 17, 2025, Ordinance Second Reading approved by City Council
90	City of Carson	Zone Text Amendment to consider approving various amendments to the text of the City's Zoning Ordinance related to the Community Development Director approval authority and requirements and City Council review procedures	June 10, 2025, Planning Commission recommended approval; Ordinances to be presented to the City Council on July 1, 2025. Second Reading approved by City Council
91	City of Carson	Consider approval of Resolution regarding authority for certain Density Bonus applications to the City's Community Development Director with the concurrence of the City Manager	June 10, 2025, Planning Commission approved Resolution No. 2889 and ratified adoption and execution of the PC Resolution with the corrected title as a Consent item on June 24, 2025.
92	City of Carson	Prohibition of storage of hazardous materials	Under Review, New buildings in industrial zone over 5,000 square feet requiring a CUP is scheduled for April 5th City Council meeting, continued off calendar by City Council Subcommittee has met with the business community and has obtained their input Approved by City Council. Staff has notified over 2,000 business that maybe effected by the ordinance that requires submittal of an application for Director's Permit. Staff has received applications from businesses. Next step is to issue an RFP to hire an inspection consultant. RFP prep complete, staff working with City Attorney's office
93	City of Carson	Continued the development of the Carson Enhanced Infrastructure Financing District (EIFD)	The EIFD Board approved its FY 25-26 budget including authorizing $300,000 for Victoria Golf Course predevelopment studies and plans.
94	City of Carson	Short Term Rentals	A subcommittee meeting was held, and Subcommittee provided direction to staff. City Attorney's office will be drafting the ordinance
95	City of Carson	Commercial Façade Program for retail centers Citywide	Six Funding Agreements were approved in May 2024. Notable updates: • MBC Travel - New sign installation is complete.

	Name	Description	Status
			• Victoria Park Plaza - Structural plans for CJ Wings approved by Building & Safety. Staff prepared new renderings to account for a larger budget. • 302 E. Carson St – Planning application is received. Approval is pending. • Two new applicants: Plaza 219th & Avalon Blvd and Carson Plaza at Carson St. near Vera St. Council Façade Presentation Update scheduled for 11/05/25 A New Façade Loan Program Under Development
96	City of Carson	Commercial Facade Improvement for corridor on East Carson between Harbor View and Santa Fe Avenue	Architect has completed renderings for the corridor. A community meeting was held in May. Preparing to bid for work. Once bids are received, total project costs will be submitted to staff. A budget request will be made to fully fund the project at a future City Council meeting.
97	City of Carson - Comprehensive CD Fee Study	Study to analyze various development-based fees including Development Impact Fees, Community Benefits, Inclusionary Housing, In-Lieu Fees, Commercial & Industrial Linkage Fees, and Community Facilities Districts or other Alternative Funding Mechanisms.	Project kick-off in Spring 2025. Currently in data gathering phase. Scheduling departmental meetings to assess long-term infrastructure needs of each department. Council Subcommittee and 1v1 proposed for week of November 17.
98	City of Carson - Pipeline Franchise Ordinance	Update and modernize the City's Pipeline Franchise Ordinance pipeline franchise ordinance to improve compliance with existing regulations and update rates, fees, insurance and other related requirements.	A stakeholders meeting was held on June 11, 2025, with franchisee. Completed an update on the draft Ordinance based on feedback received and sent the draft to the franchisee for final input. Anticipated adoption is Ordinance January/February 2026.

Report to Honorable Mayor and City Council

Wednesday, November 5, 2025, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

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

Subject: CONSIDER ADOPTION OF A RESOLUTION NO. 25-132 ACCEPTING CERTIFICATION BY THE CITY CLERK AS TO THE SUFFICIENCY OF THE INITIATIVE PETITION ENTITLED “A PROPOSED INITIATIVE ORDINANCE TO AMEND THE CARSON MUNICIPAL CODE TO PERMIT THE SALE AND USE OF CERTAIN FIREWORKS WITHIN THE CITY OF CARSON” (CITY COUNCIL)

I. SUMMARY

The Los Angeles County Registrar-Recorder/County Clerk, Election and Document Processing Services, Data Entry and Signature Verification Department, completed the signature verification submitted to them on September 22, 2025, for A Proposed Initiative Ordinance to Amend the Carson Municipal Code to Permit the Sale and Use of Certain Fireworks Within the City of Carson. The results are shown on the attached certificate provided by Los Angeles County. Based on the results, the City Clerk has issued a Certificate of Sufficiency of the Petition, which is now being presented to the City Council as certification of the results of the examination, as required by the California Elections Code.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution 25-132, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ACCEPTING CERTIFICATION BY THE CITY CLERK AS TO THE SUFFICIENCY OF THE INITIATIVE PETITION ENTITLED “A PROPOSED INITIATIVE ORDINANCE TO AMEND THE CARSON MUNICIPAL CODE TO PERMIT THE SALE AND USE OF CERTAIN FIREWORKS WITHIN THE CITY OF CARSON”

III. ALTERNATIVES

None. State law provides that if the elections official finds the petition sufficient, the elections official must certify the results of the examination to the City Council at its next regular meeting. (Elections Code §§ 9211)

IV. BACKGROUND

On March 18, 2025, the City Council adopted Ordinance No. 25-2507, which amended the Carson Municipal Code to prohibit the sale, use, and discharge of "safe and sane" fireworks in the City of Carson. Previously, the sale of "safe and sane" fireworks from temporary stands was allowed, subject to issuance of a permit, and use and discharge of such fireworks was allowed during specified days and times around the Fourth of July season.

On April 28, 2025, the City Clerk's office received proper documents to propose an initiative ordinance to amend the Carson Municipal Code to permit the sale and use of certain fireworks within the City. Upon conducting a prima facie review of the initiative pursuant to Elections Code § 9210, the City Clerk forwarded the signatures to the Los Angeles County Registrar-Recorder/County Clerk for signature verification on September 22, 2025. The results of the signature verification are as follows:

- Number of signatures filed: 9,495
- Number of signatures verified: 9,495
- Number of signatures found sufficient: 7,200
- Number of signatures found not sufficient: 2,295

Pursuant to California Elections Code Sections 9211 and 9215, the required number of valid signatures for an initiative petition to be certified as sufficient to qualify for submittal to the voters at a municipal election is not less than 10 percent of registered voters of the City, as last reported by the county elections official to the Secretary of State at the time the Notice of Intent was published. It was determined that the number of registered voters of the City as last reported by the Los Angeles County Registrar-Recorder in its last official Statement of Registration to the Secretary of State at the time the Notice of Intent to Circulate an Initiative Petition was published was 64,047 registered voters, as of April 28, 2025. (Elections Code § 2187.)

Therefore 6,405 (10%) valid signatures are required to certify the initiative petition as sufficient. The Los Angeles County Registrar-Recorder verification found 7,200 valid signatures (Exhibit No. 2). The City Clerk/Election Official, subsequent to review of the findings by the Los Angeles County Registrar-Recorder, has found the number of signatures to be sufficient, with 7,200 valid signatures, and has therefore issued the Certificate of Sufficiency as required by the Elections Code (Exhibit No. 4).

V. FISCAL IMPACT

NONE.

VI. EXHIBITS

1. Initiative Petition
2. LA County Registrar-Recorder/County Clerk Signature Verification Certificate
3. Resolution No. 25-132
4. Certificate of Sufficiency of Local Initiative Petition (attached as Exhibit A to Resolution No. 25-132)

Attachments

Initiative Petition.pdf

LA County Registrar-Recorder_County Clerk Signature Verification Certificate.pdf

Resolution 25-132.pdf

Certificate of Sufficiency of Local Initiative Petition.pdf

The People of the City of Carson do ordain as follows:

SECTION 1. FINDINGS AND STATEMENT OF PURPOSE

A. The residents of Carson have responsibly enjoyed the use of State Fire Marshal-Approved "Safe and Sane" Fireworks for many years. These fireworks adhere to strict state regulations, and a 13-year analysis by the Los Angeles County Fire Department found no fire losses or injuries resulting from their use.

B. Many of our local nonprofit organizations rely on the proceeds from the sale of Safe and Sane Fireworks as a significant source of their annual funding. The loss of this funding threatens critical community programs that serve Carson residents.

C. The use of illegal and dangerous fireworks must remain unlawful in our City, and our City must use every resource available to prosecute violators who use them in our City. The use of illegal and dangerous fireworks in our City is the real problem and not the sale of Safe and Sane Fireworks.

D. Jurisdictions that allow the sale and use of Safe and Sane Fireworks have documented declines in the use of illegal and dangerous fireworks. This decline is achieved, in part, through residents having the option to use Safe and Sane Fireworks instead of illegal and dangerous fireworks. There are other factors that contribute to this decline, such as increased public education efforts, stronger enforcement of ordinances prohibiting the use of illegal and dangerous fireworks, and the imposition of higher administrative fines and penalties to deter the use of illegal and dangerous fireworks. These fines and penalties can help offset enforcement costs.

E. The revenues generated from the sale of Safe and Sane Fireworks can provide direct financial support for public safety, public education, and enforcement efforts targeting the use of illegal and dangerous fireworks. In jurisdictions that allow their sale, revenue from administrative fines, local fees, and state sales tax contributions fund enforcement operations. Additionally, AB 1403, signed into law by Governor Newsom in 2023, allows cities that permit Safe and Sane Fireworks to impose sales fees that fund public awareness campaigns and strengthen enforcement measures.

F. Despite these facts, the Carson City Council recently voted to ban the sale and use of Safe and Sane Fireworks. The voters of Carson reject that decision and instead propose a comprehensive regulatory framework that restores the ability to sell and use Safe and Sane Fireworks while enhancing efforts to combat the use of illegal and dangerous fireworks within the City.

SECTION 2. Carson Municipal Code Article III, Chapter 1 (commencing with Section 3101.0 to 3101.10) is amended to read as follows (deleted text shown in ~~strikeout type~~ and added text shown in *italicized type*):

Section 3101.0 is repealed.

~~3101.0 Fireworks.~~

RECEIVED
4/28/25
10:32am

~~(a) It shall be unlawful for any person to sell, discharge or use safe and sane fireworks within the City of Carson at any time.~~

~~(b) It shall be unlawful for any person to sell, discharge, use or possess illegal fireworks within the City of Carson at any time, except for such discharge, use or possession as may be permitted in connection with a public display pursuant to CMC 3101.9.~~

Section 3101.05 is amended to read:

~~**3101.05 Definitions.**~~

~~The following definitions shall apply to the provisions of CMC 3101, including all subsections thereunder:~~

~~(a) "Fire Chief" shall mean the Chief of the Los Angeles County Fire Department or his/her duly authorized designee.~~

~~(b) "Fire Marshal permit" shall mean a permit issued by the California State Fire Marshal for the public display of fireworks in accordance with the State Fireworks Law.~~

~~(c) "Fireworks" shall mean and include all of the items listed in California Health and Safety Code Section 12511 or any successor provision thereto.~~

~~(d) "Illegal fireworks" shall mean any fireworks other than safe and sane fireworks. Illegal fireworks include but are not limited to sky rockets, bottle rockets, Roman candles, mortars, M-80, M-100, firecrackers, cherry bombs, palomitas and "helicopters."~~

~~(e) "Permit" shall mean the nontransferable permission granted by the City for the purpose of establishing and maintaining a place where fireworks are manufactured, constructed, produced, packaged, stored, sold, exchanged, discharged or used.~~

~~(f) "Public display of fireworks" shall have the meaning given in California Health and Safety Code Section 12524 or any successor provision thereto.~~

~~(g) "Pyrotechnic operator" shall have the meaning given in California Health and Safety Code Section 12527 or any successor provision thereto.~~

~~(h) "Safe and sane fireworks" shall have the meaning given in California Health and Safety Code Section 12529 or any successor provision thereto.~~

~~(i) "State Fireworks Law" shall refer to California Health and Safety Code Section 12500 et seq. and Title 19 of the California Code of Regulations, at Division 1, Chapter 6.~~

~~(j) "Venue operator" shall mean any person owning, leasing, renting, managing, operating, or otherwise having legal control of the use of any real property, building, lot, site or other venue in the City of Carson from which a public display of fireworks is proposed.~~

3101.05 Definitions.

The following words and phrases, as used in Sections 3101.05 to 3101.28, are defined as follows:

A. "Affiliated organizations," for purposes of this chapter, shall be the following:

1. Organizations incorporated under the same charter or organization and their auxiliaries if the auxiliary is incorporated under the same charter;
2. Organizations sharing the same officers and/or place of meetings and/or national parent organization;
3. Subdivisions and/or fractional divisions, however named or delineated, of organizations;
4. Suborganizations, one of whose primary purposes is to provide financial and/or manpower support to a parent nonprofit organization.

However, different organizations affiliated with and officially recognized by any elementary, junior high and/or high school and/or school district that serves, in whole or in part, the residents of the city or any public or private community college, college and/or university located within the boundaries of the city shall not be presumed to be affiliated organizations unless it can be shown that they serve the same interest area or concern (i.e., boosters of high school football and boosters of high school basketball would be presumed to be two different, nonaffiliated organizations).

B. "Agricultural and wildlife fireworks" means fireworks designed or used to prevent damage to crops or unwanted occupancy of areas by animals or birds through the employment of sound or light, or both, whenever such fireworks are so classified by the State Fire Marshal.

C. "Citation" means an administrative citation issued pursuant to this chapter to remedy a violation.

D. "Citee" means any person served with an administrative citation charging him or her as a responsible person for violation.

E. "City" means the city of Carson

F. "Code" means the Carson Municipal Code.

G. "Code Enforcement Officer" ("CEO") means any employee or agent of the city designated by the city council to enforce any provision of this chapter.

H. "Dangerous fireworks" shall mean dangerous fireworks as defined in Health and Safety Code Sections 12505 and 12561 and the relevant sections of Title 19, Code of Regulations, Subchapter 6, which are hereby incorporated by reference.

I. "Director" means the city manager or his or her designee.

J. "Fireworks stand" means any building, counter, or other structure of a temporary nature used in the sale, offering for sale, or display for sale of safe and sane fireworks.

K. "Hearing officer" means the person appointed by the city manager to serve as the hearing officer for administrative hearings held pursuant to this chapter.

L. "Host" means any person who either:

1. Owns, leases, rents, or is otherwise in lawful possession of private property with the City of Carson; or

2. Organizes, supervises, officiates, conducts, controls, or is otherwise in charge of the activity on the property located within the City of Carson.

3. Any person who hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering on public or private property.

M. "Issuance" or "issued" means any of the following:

1. The preparation and service of an administrative fine citation to a citee in the same manner as a summons in a civil action in accordance with Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure; or

2. Mailing of administrative fine citation to the responsible party by certified mail with return receipt, to the address shown on the official records of the county assessor; or

3. By personally serving the responsible party by personal delivery of the administrative fine citation or by substituted service. Substituted service may be accomplished as follows:

a. By leaving a copy at the responsible party's dwelling or usual place of abode, in the presence of a competent member of the household, and thereafter mailing by first class mail, postage prepaid, a copy to the responsible party at the address where the copy was left; or

b. In the event the responsible party cannot be served by first class mail, postage prepaid, or cannot be personally served and has a property manager or rental agency overseeing the premises, substituted service may be made upon the property manager or rental agency or may be effected by posting the property with the administrative fine citation and mailing a copy by first class mail, postage prepaid, to the responsible party in violation at the address of the property where the violation exists.

N. "Nonprofit organization" means any nonprofit association, charity or corporation organized primarily for veteran, patriotic, welfare, civic betterment or charitable purposes which has been recognized as tax-exempt by the Internal Revenue Service or the Franchise Tax Board, or a group which is an integral part of a recognized national organization having such tax-exempt status, or an organization affiliated with and officially recognized by an elementary, junior high and/or high school and/or school district that serves, in whole or in

part, the residents of the city or a public and/or private community college, college and/or university which is located within the boundaries of the city.

O. "Person" means a natural person or a legal entity that is also an owner, tenant, lessee and/or other person with any right to possession or control of the property where a violation of this code occurred.

P. "Principal and permanent meeting place" includes, but is not limited to, a permanent structure, playing field, geographic area or service population which resides in or is located within the city.

Q. "Public display of fireworks" means an entertainment feature where the public is admitted or permitted to view the display or discharge of fireworks, including but not limited to those defined in this section.

R. "Qualified applicants" means any group or organization which has met all of the following criteria for a continuous period of not less than one full year preceding submittal of an application for a permit to sell pursuant to this chapter and which continues to meet the criteria for the duration of any permit to sell issued by the city pursuant to this chapter:

1. The organization shall be a nonprofit organization pursuant to Internal Revenue Code Section 501(c)3, 4, 6, 7, 8, 10, 19, 23, or 26, Section 501(d), or Section 501(e); or a group which is an integral part of a recognized national organization having such tax-exempt status or an organization affiliated with and officially recognized by an elementary, junior high and/or high school and/or school district that serves, in whole or in part, the residents of the city or a public and/or private community college, college and/or university which is located within the boundaries of the city;po

2. The organization shall be organized primarily for veterans, patriotic, welfare, civic betterment, educational, youth development or charitable purposes;

3. The organization must have its principal and permanent meeting place within the city;

4. The organization must be one which provides direct and regular community services and benefits to the residents of the city;

5. The organization has a minimum bona fide membership of at least twenty members who either reside in the city, are employed in the city, or are owners or operators of a business or other establishment located in the city;

6. The organization has not been found by any court of competent jurisdiction or city administrative hearing officer to be in violation of any civil or criminal local, state or federal law relating to fireworks within twenty-four calendar months prior to the organization's submittal of an application for a permit to sell; and

7. The organization has not had a permit to sell revoked for cause pursuant to this chapter.

S. "Responsible person" means a person or host who causes a violation of this chapter to occur or allows a violation to exist or continue, by his or her action or failure to act. For purposes of this chapter, there may be more than one (1) responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this chapter may be issued a citation in accordance with the provisions of this chapter. Every parent, guardian or other person, having the legal care, custody or control of any person under the age of eighteen (18) years, who knows or reasonably should know that a minor is in violation of this chapter, may be issued a citation in accordance with the provisions of this chapter, in addition to any citation that may be issued to the offending minor.

T. "Safe and sane fireworks" (a.k.a. "state-approved fireworks") means safe and sane fireworks as set forth in Health and Safety Code Sections 12529 and 12562 and the relevant sections of Title 19, Code of Regulations, Subchapter 6, which are hereby incorporated by reference.

U. "Strictly Liable" means liability for a wrongful act regardless of a person's intent, knowledge, negligence, or lack thereof in committing the wrongful act.

V. "Violation" or "violates" means any violation of any provision of this chapter.

W. "Fireworks wholesaler" has the same meaning as in Health and Safety Code Section 12533 and the relevant sections of Title 19, Code of Regulations, Subchapter 6, which are hereby incorporated by reference.

Section 3101.07 is repealed.

~~**3101.07 Liability of Resident Where an Illegal Use of Fireworks Occurs.**~~
~~Any resident of premises on which illegal fireworks are found or from which fireworks are illegally discharged or sold shall be subject to the same civil liability or criminal penalty that may be imposed by the City's fireworks regulations on the person selling, discharging or possessing the fireworks, as applicable, if the person selling, discharging or using the fireworks is on the premises by the resident's invitation or consent.~~

Section 3101.1 is added to read:

3101.1 General prohibition against possession, sale or use of fireworks.
Except as otherwise provided in this chapter, no person shall possess, sell, use, display or explode any dangerous fireworks including, but not limited to, any rocket, firecracker, roman candle, squib, torpedo, wire core sparkler, wooden core sparkler, black cartridge, aerial shell or other combustible device or explosive substance or any kind of fireworks, by whatsoever name known, or any altered safe and sane fireworks within the city.

Section 3101.2 is added to read:

3101.2 Exception--Certain public displays and/or special effects.
It shall be unlawful to cause, allow, permit, aid, abet, or suffer any discharge of dangerous fireworks (including a public display) or any use of special effects without having first obtained a permit from the city manager.

The city manager shall have authority to adopt reasonable rules and regulations for the granting of permits for those activities contained in Section 12640 of the California Health and Safety Code, including supervised public displays of fireworks by a jurisdiction, fair association, amusement park, other organization, or for the use of fireworks by artisans in pursuit of their trade. Each such use or display shall be handled by a licensed pyrotechnic operator (as defined by Section 12527 of the California Health and Safety Code) in accordance with a city-issued permit, and shall be of such character and so located, discharged or fired as in the opinion of the city manager or his or her designee, after proper investigation, will not be hazardous or endanger any person.

Every application for a permit to conduct a public display of fireworks shall be accompanied by a non-refundable fee as established by resolution of the city council. This fee shall be in addition to any fee or tax imposed by the city council. Every applicant shall agree to hold the city, its officers and employees harmless from any and all claims for damages or other costs arising out of the activity authorized by the permit.

Section 3101.3 is added to read:

3101.3 Certain public displays--Liability insurance.

Any person, firm or corporation applying for a public display permit shall furnish to the city manager proof of coverage by a policy of public liability and property damage insurance. The policy shall provide limits of bodily injury and property damage liability of not less than five million dollars combined single limits for each occurrence annually for payments of damages to persons or property which may result from or be caused by such public display of fireworks, or any negligence on the part of the licensee or his/her/its agents, servants, employees and/or subcontractors presenting such public display.

No permit shall be issued until the permittee furnishes the city manager with a certificate of insurance for each policy required, executed by the company issuing said policy and approved as to form by the city attorney. Such policies shall contain a provision which includes the city of Carson as an additional insured and declares said insurance to be primary and that no other insurance carried by an insured party shall be called upon for contribution. Such insurance policies shall contain a general or standard endorsement that the company issuing such policy or policies will not allow the same to be canceled without serving, by first class mail, thirty days' notice of cancellation upon the city clerk for the city. Notwithstanding any other provision of this chapter, the failure of the permittee to carry such policy or policies in force and to properly renew said insurance during the time covered by such permit shall automatically revoke the permit as of the date of expiration of such insurance policy or policies. A payment of the full amount of the permit fee required by this chapter shall be made to the city before any such revoked permit may be reinstated.

Section 3101.4 is added to read:

3101.4 Certain public displays--Appeals.

The decision of the city manager or the city manager's designated representative in acting on an application for a permit to conduct a public display of fireworks in accordance with the provisions of this chapter shall be subject to an appeal by the applicant to the city

council. Notice of such appeal shall be filed with the city council within ten days after the date of the decision regarding such fireworks permit. Upon failure to file such notice within the ten-day period, the action of the city manager or the city manager's designated representative shall be final and conclusive.

Section 3101.5 is added to read:

3101.5 Exception--Safe and sane fireworks.
It shall not be unlawful to possess, sell, use, display or discharge, within the city, those fireworks that are defined and classified as "safe and sane fireworks" (a.k.a. "state-approved fireworks") in the California State Fireworks Law (Section 12500 et seq. of the Health and Safety Code and the relevant sections of Title 19, Code of Regulations, Subchapter 6) as set forth in this chapter.

Section 3101.6 is added to read:

3101.6 Safe and sane fireworks--Permits required.
It shall be unlawful for any person to sell safe and sane fireworks within the city without having first applied for and received a permit from the city.

Section 3101.7 is added to read:

3101.7 Safe and sane fireworks--Application.
A. No nonprofit organization shall submit more than one application for a permit to sell safe and sane fireworks within the city. If more than one application is submitted on behalf of any nonprofit organization, including an affiliated organization, all such requests shall be voidable at the discretion of the city manager. If a question arises as to whether organizations and/or groups are affiliated, the city council shall have ultimate authority to decide said question. Any attempt to transfer an application shall void any and all applications filed by or on behalf of both the transferor nonprofit organization and the transferee nonprofit organization.

B. Timing.

1. All applications for permits to sell safe and sane fireworks shall be in writing to the city clerk on forms supplied by the city. Applications may be filed beginning March 15th of each year up to and including April 15th of the same year, at which time the filing period for that year will be closed.

2. Applicants for such permits shall be notified by May 1st of each calendar year by the city manager of the approval or disapproval of such application for such permit. All organizations whose permits have been approved shall have up to and including June 1st of that year to pick up such permit.

C. Contents of Application.

1. Every application shall set forth the name of the nonprofit organization, address, email address, and telephone number of one or more responsible adults who will be in charge of and responsible for the fireworks stand during the period safe and sane fireworks are sold, displayed or stored.

2. The original of the application shall be retained by the city clerk, and the city clerk shall transmit a copy to the fire chief and any other relevant city department.

Section 3101.8 is amended to read:

~~**3101.8 Storage of Fireworks.**~~

~~It shall be unlawful to store any fireworks in any residence, home, garage, or automobile within the City of Carson. It shall also be unlawful to store any fireworks in any building or other place within the City of Carson without having first applied for and received a business license pursuant to CMC 6310 and a permit therefor pursuant to the provisions of this Section from the City Council. An application for such a permit shall be filed with the City Council along with payment of a nonrefundable application fee established by City Council resolution no later than the last City business day in May. The City Council shall cause an investigation to be made of the place where it is proposed to store such fireworks. Notwithstanding the foregoing, storage of fireworks in connection with a public display of fireworks by a pyrotechnic operator shall be governed by permit issued under CMC 3101.9.~~

~~(a) Prior to initiating the storage of fireworks at the permitted location, the permittee shall procure general liability and property damage insurance covering its operation in and about said premises in a minimum aggregate amount of $1,000,000; in addition, the City of Carson, its officers and employees shall be named as an additional insured on such insurance. The permittee shall file a certificate of such insurance with the City Revenue Division within seven (7) days after Council approval of such storage operation.~~

~~(b) No fireworks shall be stored within one hundred (100) feet of any gasoline service station or any garage located within twenty-five (25) feet of any other structure. Any facility for the storage of fireworks shall maintain a minimum setback from the street curbing of ten (10) feet.~~

~~(c) There shall be maintained at each location where fireworks are stored at least two (2) fire extinguishers approved by the Los Angeles County Fire Department; provided, however, that if more than one (1) room at any location is used for fireworks storage, there shall be at least one (1) approved fire extinguisher per room.~~

~~(d) No person shall light, or cause, or permit to be lighted, any fireworks, or any other article or material, within any structure approved for fireworks storage, or within fifty (50) feet thereof.~~

~~(e) No smoking shall be allowed in any structure used for the storage of fireworks nor within fifty (50) feet of said structure. "No Smoking" signs shall be prominently displayed.~~

~~(f) No minor, under the age of eighteen (18), shall be in the fireworks storage structure.~~

~~(g) No alcoholic beverages shall be allowed on the premises. No person who is under the influence of alcoholic beverages shall enter or be allowed in the building or structure used for fireworks storage.~~

~~(h) The permittee shall provide an adult night watchman to act and serve during all hours other than normal business hours. Under no circumstances shall the night watchman sleep within the building in which the fireworks are stored.~~

~~(i) All permits must be posted in a conspicuous place at the storage site.~~

~~(j) The permittee shall strictly comply with all the provisions of the State Fireworks Law.~~

3101.8 Safe and sane fireworks--Denial of application.

A. The city manager shall issue the permit to sell safe and sane fireworks unless any of the following apply:

1. The city manager finds, in writing, that the applicant has failed to provide sufficient plans, information or other data necessary to permit a determination respecting compliance with the requirements of this chapter;

2. The city manager finds, in writing, that the applicant is not in compliance with any of the requirements of this chapter;

3. The city manager finds, in writing, that the applicant falls within the provisions of Section 3101.16;

4. The city manager determines that the number of qualified applicants exceeds the number of permissible permits under Section 3101.9; or

5. If the governor of the state of California declares a state of emergency for the city of Carson or county of Los Angeles related to imminent threat of devastating wildfires and a related imminent peril to people and property, the city council may, by unanimous vote, suspend the use of safe and sane fireworks for the calendar year in which the governor declares the state of emergency.

B. The city manager must advise, in writing, all qualified applicants of its determination no later than May 1st as well as advise them of the procedures that the city must follow.

C. Any denial of a permit pursuant to this section may be appealed to the city council. Upon notice of appeal from an applicant, the city manager shall provide the city council with the name of the applicant and a brief statement of the grounds for denial of issuance of the permit. The city council shall consider the appeal at its next regularly scheduled meeting.

Section 3101.9 is amended to read:

3101.9 Public Display.

No person shall engage in the public display of fireworks within the City of Carson without having first applied for and received a business license pursuant to CMC 6310 and permit pursuant to the provisions of this Section. Upon application by a pyrotechnic operator or venue owner for one (1) or more public display events (to an annual maximum of six (6) public display events per venue), an authorized representative of the City's Revenue Division shall grant a permit provided all of the following criteria are met:

(a) Such display(s) shall not take place on Monday through Thursday, unless the day falls on July 4th. Any request for public displays at any other times shall be subject to the approval of the City Council within its discretion.

(b) The public display of fireworks shall be performed by a pyrotechnic operator holding a current and valid Fire Marshal permit for the public display of fireworks under Health and Safety Code Section 12575, 12576 or 12577.

(c) The applicant shall file a written application on a form provided by the City for such permit accompanied by a nonrefundable application fee established by City Council resolution for each event.

(d) The application shall be filed with the City Revenue Division at least two (2) weeks prior to the public display of fireworks event.

(e) The application shall be accompanied by an insurance certificate for general liability and property damage insurance in an aggregate amount of not less than $1,000,000, and proof that workers' compensation insurance is carried for all employees in compliance with Labor Code Section 3700. Such policy shall be issued by a corporate insurance company authorized to conduct business in the State of California, and shall name the City, its officers and employees as additional insureds.

(f) The application shall set forth the name, principal place of business and telephone number of the applicant, the names and addresses of its principal partners, owners or officers, the name, residence address, and capacity of the person signing the application and the name and address of the venue operator.

(g) The application shall set forth the dates and hours of operation, including the schedule for setup and testing, along with the name and contact information for the State Fire Marshal assigned to oversee the public display of fireworks event. The application shall certify that the public display of fireworks shall not occur after 11:00 p.m. on any approved date.

~~(h) The application shall be accompanied by copies of the pyrotechnic operator's permit issued by the State Fire Marshal or Fire Chief, as applicable, to conduct the proposed public display of fireworks at the proposed venue in the City.~~

~~(i) The application shall be accompanied by a diagram of the grounds on which the display is to be held approved by the State Fire Marshal or Fire Chief, as applicable, showing the point at which the fireworks are to be discharged, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines, or other overhead obstruction.~~

~~(j) The application shall describe the proposed storage location for fireworks on the site and provide an emergency response plan describing the resources available to the applicant and methods for using such resources to respond to any emergency created by the proposed use of fireworks.~~

~~(k) No pyrotechnic display shall be conducted within five hundred (500) feet of any residence, unless the applicant for the permit has first sent or had delivered written notification to all of the owners or tenants of any residence within a five hundred (500) foot radius of the discharge site.~~

~~(l) Any duly approved permit shall be displayed at all times on the premises of the venue operator.~~

~~(m) The applicant shall certify to the truth of all matters in the application. The City may refuse to issue or revoke any permit for the public display of fireworks at any time upon discovery of any misrepresentation or false statement in the application or failure by the applicant to meet the requirements of this Section.~~

3101.9 Safe and sane fireworks--Prerequisite for issuance of permit.

A. All nonprofit organizations whose permits have been approved shall not be issued a permit unless all of the following are submitted to the city clerk by June 1st:

1. Information regarding the location of the fireworks stand on the real property; written permission from the owner of record, lessor of record or the property manager of the property (whichever is controlling) upon which said proposed stand will be located; and the zoning of the real property on which the fireworks stand is to be located, which zoning classification shall be obtained from the planning department for the city.

2. A copy of the requisite state retail sales permit from the office of the California State Fire Marshal.

3. A certificate evidencing an occurrence-based policy of insurance naming the city of Carson as an additional insured thereunder, with the following minimum

limits: one million dollars public liability and property damage; and general aggregate coverage of two million dollars.

4. A copy of a temporary sales tax permit issued by the California Department of Tax and Fee Administration.

B. The maximum number of permits which may be issued and the maximum number of safe and sane fireworks stands that will be permitted, pursuant to this chapter during any calendar year shall not exceed twelve (12). If the number of qualified applicants exceeds the number of permissible permits under this section, the city shall select the nonprofit organizations to whom permits shall be issued by the following method:

1. Preference shall be given to any nonprofit organization that was issued a permit to sell safe and sane fireworks in the city in 2024, so long as such nonprofit organization continuously applies for and is issued a permit from year to year, beginning with the effective date of the ordinance codified in this chapter.

2. In the event that any permits are available after issuing permits pursuant to subsection (B)(1) of this section, the city manager or his or her designee shall conduct a drawing in which qualified applicants shall be randomly selected to receive any available permits.

C. Permits issued pursuant to this section are valid only during the calendar year issued.

Section 3101.10 is amended to read:

~~**3101.10 Violations of Fireworks Regulations.**~~

~~(a) Any person violating any provision of CMC 3101 to 3101.9, inclusive, or knowingly or intentionally misrepresenting to any officer or employee of the City any material fact in procuring any permit herein provided for, shall be guilty of a misdemeanor.~~

~~(b) In addition thereto, any such misrepresentation or violation shall constitute grounds for revocation of the permit by the City Council, on twenty-four (24) hours' notice to the permittee, or if any such violation is committed in the presence of the Sheriff, or any deputy, or Fire Chief, or any other City officer, the City Manager shall be empowered, upon receiving a written and signed report thereof from any such officer, to close any such permitted operation forthwith.~~

~~(c) Any person violating the provisions of CMC 3101.0 to 3101.9 shall be subject to a penalty of $1,000 for a first-time violation, and thereafter $1,000 for each additional violation of such provisions, except as otherwise provided in a resolution adopted by the City Council pursuant to CMC 1203.3(d). Any person found to have violated the provisions of CMC 3101.8 or 3101.9, or any combination of the same, more than two (2)~~

~~times in a single year shall be prohibited from applying for any permit under CMC 3101.8 through 3101.9 for a period of one (1) year.~~

~~(d) If any provision(s) of this Chapter or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this Chapter are declared to be severable. The City Council hereby declares that they would have adopted this Chapter and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one (1) or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.~~

3101.10 Deadlines for applications and all other filings.
If the deadline for submitting any type of application, payment of any administrative fine, filing of a notice of appeal, etc., called for within this chapter falls on a day City Hall is closed, the deadline shall automatically be extended to the close of business of the next day City Hall is open.

Section 3101.11 is added to read:

3101.11 Safe and sane fireworks--Temporary sales tax permit.
Nonprofit organizations licensed and permitted to sell safe and sane fireworks in the city are required to obtain a temporary sales tax permit from the California Department of Tax and Fee Administration.

Section 3101.12 is added to read:

3101.12 Safe and sane fireworks--Operation of fireworks stand.
A. No person shall knowingly sell fireworks to any person under the age of eighteen. Proof that the fireworks stand operator/organization requested, was shown and acted in reliance upon bona fide evidence of age and identity in any sale of fireworks forbidden by this chapter shall be a defense for any proceedings for suspension or revocation of its safe and sane fireworks permit or any criminal proceedings for violations of this chapter. For purposes of this section, bona fide evidence of age and identity of purchaser is a document issued by a federal, state, county or municipal government which contains a photograph of the purchaser including, but not limited to, a valid California driver's license or identification card issued to a member of the Armed Forces.

B. The sale of safe and sane fireworks shall begin no earlier than Noon (12:00 p.m.) June 28th and shall not continue after nine (9:00) p.m. on June 28th. The sale of safe and sane fireworks shall be permitted to continue daily only from nine (9:00) a.m. to nine (9:00) p.m., daily, on June 29th through July 5th.

C. No person other than the permitted nonprofit organization(s) shall operate the stand for which the permit is issued under this chapter.

D. No person other than the individuals who are members of the permittee or the spouses, parents or adult children of such members shall sell safe and sane fireworks at such stands.

E. No person under the age of eighteen shall sell safe and sane fireworks within such stands.

F. No person shall be paid any consideration by the permittee nonprofit organization(s) or any wholesaler/distributor of safe and sane fireworks for selling or otherwise participating in the sale of safe and sane fireworks at such stand; provided, however, that compensation may be paid for licensed or qualified security personnel, electricians, or other vendors needed to conduct business other than fireworks sales, during sale or non-sale hours and to the party authorizing the location of the stand on its property.

Section 3101.13 is added to read:

3101.13 Safe and sane fireworks--Temporary fireworks stand.
All retail sales of safe and sane fireworks shall be permitted from within a temporary fireworks stand, and retail sales from any other building or structure are hereby prohibited. Temporary fireworks stands shall be subject to the following provisions:

A. No stand shall be located within twenty-five (25) feet of any other building or within one hundred (100) feet of any gasoline pump or other gasoline distribution point.

B. Stands need not comply with the provisions of the building code of the city; provided, however, that all stands shall be constructed in a manner which will reasonably ensure the safety of attendants and patrons; and provided further, that any electrical installation shall comply with all applicable codes.

C. No stand shall have a floor area in excess of seven hundred fifty (750) square feet.

D. Each stand shall have at least two (2) exits. Each stand in excess of forty (40) feet in length shall have at least three (3) exits spaced approximately equidistant apart; provided, however, that in no case shall the distance between the exits exceed thirty-two (32) feet. Exit doors shall be not less than twenty-four (24) inches wide and six (6) feet in height and shall swing in the direction of exit travel.

E. Each stand shall be provided with two two-and-one-half-gallon water type (minimum rating 2A) or soda-and-acid fire extinguishers, in good working order and easily accessible for use in case of fire.

Section 3101.14 is added to read:

3101.14 Safe and sane fireworks--General requirements for permittees.
A. All weeds and combustible materials shall be cleared from the location of the fireworks stand to a distance of at least twenty-five (25) feet surrounding the fireworks

stand. All trash resulting from the operation of the fireworks stand must be removed on a daily basis.

B. "NO SMOKING" signs shall be prominently displayed on the safe and sane fireworks stand.

C. Each safe and sane fireworks stand must have an adult in attendance and in charge thereof while fireworks are on sale or stored therein. Sleeping or remaining in the stand after close of business each day is prohibited. On closing of the safe and sane fireworks stand each day, all fireworks must remain in the stand and be guarded by qualified watchperson or security personnel during these non-sale hours.

D. All unsold stock of fireworks in the hands of the permittee after nine (9:00) p.m. on July 5th shall be returned to the wholesaler/distributor and removed from the city within five (5) business days. On closing of the safe and sane fireworks stand, all litter shall be removed from the premises.

E. No fuel-powered generator or similar equipment shall be allowed within fifty (50) feet of a safe and sane fireworks stand.

F. Each safe and sane fireworks stand must post its city permit to sell safe and sane fireworks, its temporary sales tax permit from the California Department of Tax and Fee Administration, its State Fire Marshal retail sales permit, and proof of their required insurance in a prominent place inside the safe and sane fireworks stand.

G. No person shall smoke within twenty-five (25) feet of the safe and sane fireworks stand. No person shall light, cause to be lighted or permit to be lighted any safe and sane fireworks or combustible material within fifty (50) feet of any safe and sane fireworks stand.

H. No alcoholic beverages shall be allowed on the premises. No person who is under the influence of alcoholic beverages shall enter or be allowed in the building or structure used for fireworks storage.

Section 3101.15 is added to read:

3101.15 Nonprofit organization fee and surcharge.

A. Pursuant to California Health and Safety Code Sections 12599 and 12635.5, the City may, through adoption of a resolution by the City Council, require each applicant receiving a permit to pay a fee to the City of a pro rata portion of the actual and reasonable costs the City incurs that is related to any of the following:

1. Processing and issuing permits.

2. Inspection of fireworks stands.

3. Public education and awareness campaigns regarding the safe and responsible use of safe and sane fireworks, and the dangers and risks posed by the use of illegal fireworks.

4. Enforcing the provisions of the municipal code of the City with respect to the sale and use of safe and sane fireworks, including extra personnel time and cleanup of the fireworks trash and debris. "Extra personnel time" means employee or contracted employee time that the City would not otherwise incur but for the sale and use of safe and sane fireworks.

5. Fire operation and suppression efforts that are directly related to safe and sane fireworks.

B. The pro rata share of the costs shall be specified in the resolution and calculated using gross sales as shown on each permittee's sales and use tax return for the applicable period. The pro rata share of costs shall not exceed seven (7) percent of the gross sales of the fireworks sold in the City during the applicable period.

C. All nonprofit retail booth locations in the City may assess a surcharge up to seven (7) percent on all retail sales of state-approved fireworks that occur in the city in order to pay the above fee to the City. In no event may the City, or any of its departments, agencies and/or contracted organizations, impose a fee or charge to the nonprofits for their sale of fireworks other than those listed above.

D. Each nonprofit organization must pay its pro rata share of the costs to the City Clerk within thirty (30) days of the City Council adopting the resolution discussed in this section.

Section 3101.16 is added to read:

3101.16 Safe and sane fireworks--Revocation of permit--Appeal.

A. The city manager or the city manager's designee may revoke, immediately and without notice or hearing, the permit of any permittee who violates any of the following provisions: Section 3101.12, Section 3101.14. If the revocation occurs between June 22nd and July 5th, the city manager shall inform the permittee that the permittee may seek review of the city manager's decision by the city council at the next regular meeting by submitting a notice of appeal to the city clerk within five business days of receiving the notice of revocation. At the earliest opportunity on the next business day after the revocation, the city manager shall provide the city council with written notice that a fireworks permit has been revoked, including the name of the permittee and a brief statement of the grounds for revocation. If the revocation occurs before or after the specified period, the appeal procedures of subsection (B) of this section shall apply.

B. The city manager, or the city manager's designee, may revoke the permit of any permittee who violates any provision of this chapter not specified in subsection (A) of this section. Such revocation shall not take effect for five days, during which time the permittee may appeal the city manager's decision by submitting a written request to the city clerk for review of the revocation by the city council. The city manager shall provide the city council with written notice that a fireworks permit has been revoked, including the name of the permittee and a brief statement of the grounds for revocation. The city council shall consider the appeal of revocation at its next regular meeting.

C. Any permittee whose permit has been revoked pursuant to subsection (A) or (B) of this section shall be barred from receiving a permit under this chapter for up to two (2) years from the date of revocation.

Section 3101.17 is added to read:

3101.17 Safe and sane fireworks--Limitation on places and hours of discharge.

A. It shall be unlawful to discharge any safe and sane fireworks except during the hours of nine (9:00) a.m. to ten (10:00) p.m. on July 1st through July 5th, or during the hours of nine (9:00) a.m. to eleven (11:00) p.m. on the day of the city's Fourth of July public display of fireworks.

B. It shall be unlawful for any person to ignite, discharge, project or otherwise fire or use any safe and sane fireworks, or permit the ignition, discharge or projection thereof, upon or over or onto the property of another without his/her consent, or to ignite, discharge, project or otherwise fire or make use of any safe and sane fireworks within ten feet of any residence, dwelling or other structure used as a place of habitation by human beings.

Section 3101.18 is added to read:

3101.18 Safe and sane fireworks--Supervision of minors.

It shall be unlawful for any person having the care, custody or control of a minor (under eighteen years) to permit such minor to discharge, explode, fire or set off any dangerous fireworks, at any time, or to permit such minor to discharge or set off any safe and sane fireworks unless such minor does so under the direct supervision of a person over eighteen years of age and during the hours and on the days permitted by this chapter.

Section 3101.19 is added to read:

3101.19 Seizure of fireworks.

The fire chief, or the fire chief's designee, may seize, take, remove or cause to be removed, at the expense of the permittee or licensed fireworks wholesaler, whichever is applicable, all stock of fireworks offered or exposed for sale, stored or held in violation of this chapter when such violation creates an imminent threat to public health or safety.

Section 3101.20 is added to read:

3101.20 Police and fire department illegal fireworks operation plan and after-action report.

A. On or before May 1st of every year, both the city's police and fire departments must present to the city council an operation plan for the thirty-day period surrounding the 4th of July (June 17th through July 16th) for that year. Said operation plan must include, but not be limited to, the following information:

1. Identification of areas within the city where illegal fireworks were a problem in the previous year;

2. A detailed explanation of the deployment of fire and law enforcement personnel to deal with those troublesome areas as well as with the balance of the city;

3. A report on the apparatus and personnel who will be on duty for the period of June 17th through July 16th of that year, and more particularly, on the 1st through the 5th of July, inclusive;

4. Recommendations on and discussion of what, if any, dedicated illegal fireworks enforcement patrols there should be for that year and all other relevant information and statistics deemed necessary by the city council.

B. By no later than October 1st of that same year, both police and fire departments must report back to the city council with an after-action report. That report must include, but is not limited to:

1. An evaluation of the success or failure of that department's operation plan for that year including a listing of any significant fireworks-related incidents, both dangerous fireworks and safe and sane fireworks;

2. Relevant incident statistics for the period of June 17th through July 16th, arrest and citation statistics for all crimes, but more particularly for the possession, sale and/or use of dangerous fireworks, altered safe and sane fireworks and misuse of safe and sane fireworks outside the strict limitations of this chapter;

3. A report on how many calls there were regarding suspected dangerous fireworks, how many of those calls either of the departments responded to, how many of those calls resulted in seizures and/or administrative fine citations, the status of payment of those administrative fines, and how many fireworks seizures resulted in no citations, and if so, why.

Section 3101.21 is added to read:

3101.21 Submittal of Financial Summary

A. On or before September 15th of any year authorized pursuant to a permit, the permittee shall submit to the city manager a financial summary of total sales from fireworks, on a form supplied by the city which shall include the following information:

1. Total gross receipts from the fireworks stand operated by the permittee;
2. All expenses incurred and paid in connection with the purchase of fireworks and the sale thereof;
3. Total net receipts from fireworks stand operated by permittee;
4. A summary of to whom and for what purpose of the net proceeds were or will be disbursed; and
5. A copy of the most recent report filed by the permittee to the California Department of Tax and Fee Administration.

B. The filing of such a financial summary with the city shall be a condition precedent to the granting of any subsequent permit.

Section 3101.22 is added to read:

3101.22 Exception--Permit required for agricultural and wildlife fireworks.
It shall be unlawful for any person to possess, sell, furnish, or give away, or offer or expose for sale, or fire, discharge, or explode, any agricultural and wildlife fireworks in the city without first obtaining a permit from the city manager.

The permit shall not be transferable, and shall particularly describe the place where agricultural and wildlife fireworks are to be stored, sold, or discharged. Such permit shall be for such length of time as the city manager shall determine, but in any event not to exceed twelve months.

Section 3101.23 is added to read:

3101.23 Exception--Permit required for model rockets.
The sale, purchase, storage, firing or discharge of model rockets may be allowed by written permit from the city manager which shall include, but not be limited to, the conditions contained in Title 19 of the California State Administrative Code and any other conditions which the city manager may deem to be reasonably necessary for the safety and welfare of the public and the community.

Section 3101.24 is added to read:

3101.24 Administrative fines and penalties.

A. Purpose.

1. This chapter authorizes the imposition of administrative fines on any person who violates any provision of this chapter in order to encourage and obtain compliance with the provisions of this chapter for the benefit and protection of the entire community. This section governs the imposition, enforcement, collection and administrative review of all administrative fines related to: the possession, use, storage, sale and/or display of those fireworks classified as dangerous fireworks in California Health and Safety Code Section 12500 et seq., with the exception of a pyrotechnic licensee when operating pursuant to that license; and the use of safe and sane fireworks as defined in California Health and Safety Code Section 12500 et seq. on or at dates, times and/or locations other than those permitted by this chapter. Said administrative fines are imposed under authority of Government Code Section 53069.4, Health and Safety Code Section 12557, and the police power of the city.

2. The issuance of citations imposing administrative fines may be performed at the discretion of the officials of the city authorized hereunder, and the issuance of a citation to any person constitutes but one remedy of the city to redress violations of this code by any person. By adopting this chapter, the city does not intend to limit its authority to employ any other remedy, civil or criminal, to redress any violation of this code by any person which this city may otherwise pursue.

3. The imposition of fines related to dangerous fireworks under this chapter shall be limited to persons who possess, sell, use and/or display, or the seizure of, less than twenty-five pounds (gross weight) of such dangerous fireworks.

4. Fines collected pursuant to this chapter related to dangerous fireworks shall not be subject to Health and Safety Code Section 12706, which section provides that certain fines collected by a court of the state be deposited with, and disbursed by, the county treasurer. However, the city shall provide cost reimbursement to the State Fire Marshal pursuant to regulations to be adopted by the State Fire Marshal addressing the State Fire Marshal's cost for the transportation and disposal of dangerous fireworks seized by the city, which costs will be part of any administrative fine imposed. Unless and until said regulations have been adopted by the state of California, the city shall hold in trust two hundred fifty dollars or twenty-five percent of any fine collected, whichever is greater, to cover the cost reimbursement to the State Fire Marshal for said cost of transportation and disposal of the dangerous fireworks.

5. Because of the serious threat of fire or injury posed by the use of dangerous fireworks that can result from persistent or repeated failures to comply with the provisions of this code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this chapter imposes strict civil liability upon the owners of residential real property for all violations of this code existing on their residential real property. Each contiguous use, display and/or possession shall constitute a separate violation and shall be subject to a separate administrative fine.

6. At least fifty (50) percent of the fines collected pursuant to this chapter must be placed in a segregated fund entitled "Carson Illegal Fireworks Enforcement Fund." The sole and exclusive purpose of this fund is to pay for increased fire and police deployment, protection and investigation of and against illegal fireworks in the city for the thirty-day period surrounding the 4th of July (June 17th through July 16th).

B. Issuance of Administrative Citation--Contents.

1. Whenever a code enforcement officer (CEO) determines that a violation of the code has occurred, the CEO may issue an administrative citation on a city-approved form listing the code violation(s) and the amount of the administrative fine required to be paid by the responsible person(s) in accordance with the provisions of this chapter.

2. Each administrative citation shall contain the following information:

a. The name, mailing address, date of birth, CDL number, and home or business telephone number of the responsible person charged with any violation of this code:

b. The address or description of the location of the violation;

c. The date or dates on which the person violated this code;

d. The section or sections of this code that were violated;

e. A description of the violation(s);

f. The amount of the administrative fine for each violation, the procedure in place to pay the fines, and any late fee and interest charge(s), if not timely paid, and notice that if the city is required to take action to collect such fines, the responsible person may be charged costs and attorney's fees;

g. Notice of the procedure to request an administrative hearing to contest the citation (including the form to be used, how to obtain the form, and the period within which the request must be made in order for it to be considered timely);

h. The name and signature of the CEO who issued the citation and the name and signature of the citee, if he or she is physically present and will sign the citation at the time of its issuance. The refusal of a citee to sign a citation shall not affect its validity or any related subsequent proceedings, nor shall signing a citation constitute an admission that a person is responsible for a violation of the code; and

i. Any other information deemed necessary by the director for enforcement or collection purposes.

C. Administrative Fines.

1. Each person who violates any provision of this code as it relates to the possession, use, storage, sale and/or display of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of Offenses in 1-Year Period	***Amount of Administrative Penalty***	***Late Charge***	***Total Amount of Penalty Plus Late Charge***
First	*$1,000*	*$250*	*$1,250*
Second	*$3,000*	*$500*	*$3,500*
Third	*$5,000*	*$1,000*	*$6,000*

2. Each person who uses safe and sane fireworks on or at dates, times and/or locations other than those permitted by this chapter shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of Offenses in 1-Year Period	*Amount of Administrative Penalty*	*Late Charge*	*Total Amount of Penalty Plus Late Charge*
First	*$250*	*$75*	*$325*
Second	*$500*	*$150*	*$650*
Third	*$750*	*$300*	*$1,050*

3. In the case of a violation of any of the provisions listed above, the administrative fine(s) shall be due and payable within thirty calendar days from the issuance of the administrative fine citation, and the citee shall be required to abate the violation and surrender all dangerous fireworks to the CEO immediately. For penalties not paid in full within that time, a late charge in the amount set forth above is hereby imposed and must be paid to the city by the citee. Fines not paid within the time established by this section shall accrue interest at the prevailing established rate. On the second and each subsequent time that a person is issued a citation for the same violation in any twelve-month period, the fine is increased as indicated above and the citee shall be liable for the amount of the new fine until it is paid, in addition to being responsible for payment of previous fines. Each device (firework) possessed, ignited, exploded, discharged, used, or displayed constitutes a separate violation of this ordinance and therefore is subject to a fine for each device. Possession is defined as having direct or indirect custody and/or control of any dangerous and illegal fireworks prohibited under this chapter.

4. All administrative fines and any late charges and interest due shall be paid to the city at such a location or address as stated on the citation, or as may otherwise be designated by the city manager. Payment of any fine or fines shall not excuse the citee from complying with the provision of the code so violated. The issuance of the citation and/or payment of any fine shall not bar the city from employing any other enforcement action or remedy to obtain compliance with the provisions of the code so violated including the issuance of additional citations and/or criminal prosecution.

5. Upon confirmation of the citation or when the citation is deemed confirmed, all unpaid administrative fines, late fees and/or interest shall constitute a judgment which may be collected in any manner allowed by law for collection of judgments including but not limited to recordation to create a lien on any real property owned by the responsible person. The city shall be entitled to recover its attorney's fees and costs incurred in collecting any administrative fines, late charges and/or interest.

6. Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct a violation of this chapter, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of this chapter.

D. Host Liability

1. Any host shall be strictly liable for any unlawful possession, ignition, explosion, discharge, use, or display of any fireworks in violation of this chapter on their property or at their gathering, except that no person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract shall be liable for a violation of this chapter occurring in the common area of the property unless the person hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering at which the violation occurs.

2. Any person having the care, custody, or control of a minor shall be strictly liable for any unlawful ignition, explosion, discharge, use, or display of fireworks by the minor in violation of this chapter.

3. Except as provided below in subsection 4 below, no host shall permit or allow another person on private property, or at a gathering on public property, where the host knows or reasonably should know that the person is engaged in a violation of this chapter.

4. The provisions of this section shall not apply to:

a. Conduct involving display, use, or discharge of fireworks as permitted under Federal or State law;

b. A host who initiates contact with law enforcement or fire officials to assist in removing any person from the property or gathering in order to comply with this chapter, if the request for assistance is made before any other person contacts law enforcement or fire officials to complain about the violation of this chapter.

5. A violation of this section shall be subject to the fine amounts listed in Section 3101.24(C)(1). of this chapter. Each device (firework) possessed, ignited, exploded, discharged, used, or displayed constitutes a separate violation of this ordinance and therefore is subject to a fine for each device. Possession is defined as having direct or indirect custody and/or control of any dangerous and illegal fireworks prohibited under this chapter.

E. Right to an Administrative Hearing.

1. Any citee may contest the violation(s), or that he or she is a responsible person, by filing a request for an administrative hearing on a city-approved form with the city clerk within thirty calendar days from the issuance date of a citation. If the city clerk does not receive the request in the required time period, the citee shall have waived a right to a hearing and the citation shall be deemed confirmed and final.

2. No fees shall be charged for the filing of a request for a hearing.

3. Citees must deposit the full amount of the penalty listed on the citation on or before the request for a hearing is filed. Failure to deposit the full amount of all penalties within the required time period, or the tender of a nonnegotiable check, shall render a request for an administrative hearing incomplete and untimely. Penalties that are deposited with the city shall not accrue interest. Penalties deposited shall be returned to the person who deposited them if the citation is overturned.

4. A request for a hearing shall contain the following:

a. The citation number;

b. The name, address, telephone number and any facsimile numbers and e-mail addresses of each person contesting the citation;

c. A statement of the reason(s) why a citation is being contested; and

d. The date and signature of the citee(s).

5. The city will notify all persons who filed a request for a hearing in writing by first class mail of the date, time and place set for the hearing at least ten calendar days prior to the date of the hearing. Service of this notice is deemed complete at time of mailing. The failure of a citee to receive a properly addressed notice shall not invalidate the citation or any hearing, city action or proceeding conducted pursuant to this chapter.

6. The hearing will be conducted within sixty days of the date a timely and complete request is received by the city clerk.

7. If the CEO submits an additional written report concerning the citation to the city for consideration at the hearing, the CEO shall also serve a copy of such report by first class mail on the person requesting an administrative hearing no less than seven calendar days prior to the date of the hearing. Failure to receive said report shall not invalidate the citation or any hearing, city action or proceeding pursuant to this chapter.

F. Administrative Hearing--Procedures.

1. The hearing officer designated or appointed by the city manager shall hear all requests for administrative hearings of administrative fines in accordance with the procedures established herein.

2. Administrative hearings are informal, and formal rules of evidence and discovery do not apply. The city bears the burden of proof to establish a violation and responsibility therefore by a preponderance of evidence. The citation is prima facie evidence of the violation, however, and the CEO who issued the citation is not required to attend or participate at the hearing. The citee(s) and CEO, if present, shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. A citee may bring an interpreter to the hearing provided there is no expense to the city. The hearing officer may question any person who presents evidence or who testifies at any hearing.

3. A citee may appear at the hearing in person or by written declaration executed under penalty of perjury. Said declaration and any documents in support thereof shall be tendered to and received by the city at least seven business days prior to the hearing. If the citee fails to attend or does not submit a written declaration in a timely manner, he or she shall be deemed to have waived the right to a hearing. In such an instance, the hearing officer shall cancel the hearing and not render a decision. In such instances, the citation shall be deemed confirmed.

4. Hearings may be continued once at the request of a citee or the officer who issued the citation. The hearing officer may also continue the hearing for cause.

G. Hearing Decision--Right of Appeal.

1. After considering all the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or overturn the citation and shall state the reasons therefor.

2. The hearing officer shall serve citee(s) by first class mail with a copy of the written decision. The date the decision is deposited with the U.S. Postal Service shall constitute the date of its service. The failure of a citee to receive a properly addressed decision shall not invalidate any hearing, city action or proceeding conducted pursuant to this chapter.

3. Decisions of the hearing officer may be appealed to the city council within thirty days after the date of their service. Each decision shall contain a statement advising the citee of this appeal right and the procedure for its exercise. A citee shall file a notice of appeal with the city within twenty calendar days after the date of service of the hearing officer's decision.

4. If a hearing officer's decision is not appealed in a timely manner, the decision shall be deemed confirmed.

5. The city council is the sole reviewing authority and an appeal from a hearing officer's decision is not appealable to the superior court. If a responsible person prevails on appeal, the city shall reimburse his or her fine deposit within thirty calendar days of the city council's decision on the appeal.

Section 3101.25 is added to read:

3101.25 Recovery of Response Costs.

A. In addition to any fines or penalties which may otherwise be levied by the City pursuant to this chapter, the City shall be entitled to recover from any person found to be in violation of any provision of this chapter, the City's full response costs.

B. For purposes of this chapter, the term "response costs" shall remain those reasonable and necessary costs directly incurred by the City for a response to complaint of discharging illegal fireworks prohibited under this section and shall include the cost of

providing police, fire, and/or other emergency response services at the scene to include, but not limited to:

1. Salaries and benefits of law enforcement and/or emergency personnel for the full amount of time spend responding to, remaining at, or otherwise dealing with such illegal fireworks, and the administrative costs attributable to such responses;

2. The cost of any medical treatment to or for any law enforcement personnel injured while responding to, remaining at, or leaving the scene; and

3. The cost of repaying any City equipment or property damaged and the cost of the use of any such equipment used in responding to, remaining at, or leaving the scene.

Section 3101.26 is added to read:

3101.26 Amendment.
This chapter shall not be repealed or amended except by a vote of the people of the city of Carson.

Section 3101.27 is added to read:

3101.27 Concurrent authorities.
Any provisions of the Carson Municipal Code in conflict herewith are hereby repealed. This chapter supersedes any conflicting provisions of the Uniform Fire Code, International Fire Code, and the Uniform Building Code.

Section 3101.28 is added to read:

3101.28 Severability.
If any section, subsection, sentence, clause or phrase of this chapter that is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The people of the city of Carson hereby declare that they would have passed this chapter and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Los Angeles County Registrar-Recorder/County Clerk

October 10, 2025

Khaleah K. Bradshaw, City Clerk
City of Carson
701 East Carson Street
Carson, California 90745

Dear Khaleah Bradshaw:

We have completed the signature verification submitted on September 22, 2025, for A Proposed Initiative Ordinance to Amend the Carson Municipal Code to Permit the Sale and Use of Certain Fireworks Within the City of Carson.

The results of the signature verification are as follows:

Number of signatures filed	**9,495**
Number of signatures verified	**9,495**
Number of signatures found sufficient	**7,200**
Number of signatures found not sufficient	**2,295**

Please call Tiffany Olsen, Head, Data Entry and Signature Verification at (562) 462-2376 if you have any questions regarding the signature verification of this petition.

Dean C. Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

RESOLUTION NO. 25-132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ACCEPTING CERTIFICATION BY THE CITY CLERK AS TO THE SUFFICIENCY OF THE INITIATIVE PETITION ENTITLED "A PROPOSED INITIATIVE ORDINANCE TO AMEND THE CARSON MUNICIPAL CODE TO PERMIT THE SALE AND USE OF CERTAIN FIREWORKS WITHIN THE CITY OF CARSON"

WHEREAS, on April 28, 2025, proponents of an initiative petition entitled "A Proposed Initiative Ordinance To Amend The Carson Municipal Code To Permit The Sale And Use Of Certain Fireworks Within The City Of Carson" (the "Petition") submitted a Notice of Intent to Circulate an Initiative Petition ("Notice of Intent") to the City Clerk; and

WHEREAS, pursuant to Section 9203 of the California Elections Code, the City Clerk, as the local elections official, immediately transmitted a copy of the proposed measure to the City Attorney for preparation of a ballot title and summary, as required by Elections Code Section 9203; and

WHEREAS, the City Attorney prepared a ballot title for and summary of the proposed measure ("Ballot Title and Summary") for use by the proponents on the Petition, as required by Elections Code Section 9203; and

WHEREAS, the Petition setting forth the Notice of Intent, Ballot Title and Summary and the text of the measure was thereafter circulated within the City of Carson by the proponents; and

WHEREAS, the Los Angeles County Registrar's last official Statement of Registration to the Secretary of State pursuant to Elections Code sections 9215 and 2187, at the time the Notice of Intent was published, was 64,047 registered voters for the City of Carson; and

WHEREAS, it was determined by the City Clerk that the Petition would require signatures amounting to at least 6,405 (10%) of registered voters to qualify for a municipal election; and

WHEREAS, the Petition was considered officially filed on September 18, 2025, after a prima facie review was conducted by the City Clerk pursuant to Election Code section 9210, and the Petition was then submitted to the Los Angeles County Registrar-Recorder/County Clerk on September 22, 2025, for signature verification; and

WHEREAS, the findings of the signature verification conducted by the Los Angeles County Registrar-Recorder/County Clerk established that 9,495 signatures were filed, 9,495 signatures were verified, 2,295 signatures were found not sufficient, and 7,200 signatures were found sufficient; and

WHEREAS, upon review of the findings, the City Clerk has determined that 7,200 valid signatures were submitted on the Petition, which exceeds the required number of 6,405, and has accordingly issued a Certificate of Sufficiency of the Petition, which is attached hereto as Exhibit

A, and has presented said Certificate of Sufficiency to the City Council as certification of the results of the examination, pursuant to Elections Code Section 9211; and

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

SECTION 1. The recitals above are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby accepts the Certification of Sufficiency of the Petition, attached hereto as Exhibit "A" to this Resolution.

SECTION 3. 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 4. The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

[signatures on the following page]

PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 5th day of November, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

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

I, _____, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-132, was adopted by the Carson City Council at its meeting held on the 5th day of November, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

EXHIBIT A

CITY OF CARSON

CERTIFICATE OF SUFFICIENCY OF LOCAL INITIATIVE PETITION (INITIATIVE ORDINANCE TO AMEND THE CARSON MUNICIPAL CODE TO PERMIT THE SALE AND USE OF CERTAIN FIREWORKS WITHIN THE CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, County of Los Angeles, State of California, hereby certify that:

The Petition was filed with the City Clerk's office on September 18, 2025, entitled:

"A Proposed Initiative Ordinance to Amend the Carson Municipal Code to Permit the Sale and Use of Certain Fireworks Within the City of Carson"

That said petition consists of 843 sections.

That each section contains signatures purporting to be signatures of qualified electors of the City of Carson, California;

That attached to this petition at the time it was filed, was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own information and belief, each signature to that section was the genuine signature of the person whose name it purports to be;

That after the proponents filed this petition, based on the County of Los Angeles Registrar of Voters, and in compliance with the California Elections Code, I have determined the following facts regarding this petition:

1. Total number of signatures filed: 9,495
2. Number of signatures verified: 9,495
3. Total number of signatures needed: 6,405
4. Number of signatures found sufficient: 7,200
5. Number of signatures found not sufficient: 2,295

Based on the above, the Petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Carson this 29th day of October, 2025

K Bradshaw

Dr. Khaleah K. Bradshaw, City Clerk
City of Carson

CITY OF CARSON

CERTIFICATE OF SUFFICIENCY OF LOCAL INITIATIVE PETITION (INITIATIVE ORDINANCE TO AMEND THE CARSON MUNICIPAL CODE TO PERMIT THE SALE AND USE OF CERTAIN FIREWORKS WITHIN THE CITY OF CARSON)

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The Petition was filed with the City Clerk's office on September 18, 2025, entitled:

"A Proposed Initiative Ordinance to Amend the Carson Municipal Code to Permit the Sale and Use of Certain Fireworks Within the City of Carson"

That said petition consists of 843 sections.

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That attached to this petition at the time it was filed, was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own information and belief, each signature to that section was the genuine signature of the person whose name it purports to be;

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3. Total number of signatures needed: 6,405
4. Number of signatures found sufficient: 7,200
5. Number of signatures found not sufficient: 2,295

Based on the above, the Petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Carson this 29th day of October, 2025.

K Bradshaw

Dr. Khaleah K. Bradshaw, City Clerk
City of Carson

Report to Honorable Mayor and City Council

Wednesday, November 5, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Joshua Boudreaux, Director of Human Resources HR Administration

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-128, AMENDING THE CLASSIFICATION PLAN TO ADJUST THE SALARY RANGE AND MINIMUM QUALIFICATIONS FOR THE CODE ENFORCEMENT OFFICER CLASSIFICATION TO ACHIEVE PAY EQUITY WITH THE CODE ENFORCEMENT AND COLLECTIONS OFFICER CLASSIFICATION (CITY COUNCIL)

I. SUMMARY

Staff recommends aligning the Code Enforcement Officer (CEO) salary range with that of the Code Enforcement & Collections Officer (CECO) classification to ensure internal equity and to update the CEO Minimum Qualifications to reflect journey-level duties. This alignment addresses existing disparities between the two classifications, as both perform comparable duties including NPDES compliance, yet only the CECO classification currently receives higher compensation and eligibility for an additional 5% certification pay. Current incumbents will be grandfathered under existing qualification requirements.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-128, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111 TO ADJUST THE SALARY RANGE AND MINIMUM QUALIFICATIONS FOR THE CODE ENFORCEMENT OFFICER CLASSIFICATION TO ACHIEVE PAY EQUITY WITH THE CODE ENFORCEMENT AND COLLECTIONS OFFICER CLASSIFICATION".

III. ALTERNATIVES

TAKE another action that City Council deems appropriate.

IV. BACKGROUND

Currently, there is a pay disparity between two closely related classifications:

- **Code Enforcement Officer (CEO):** $41.33 – $52.72 per hour
- **Code Enforcement & Collections Officer (CECO):** $44.48 – $56.77 per hour (+5% certification pay for NPDES)

CECOs receive higher compensation due to their collections responsibilities and are eligible for an additional 5% certification pay under Article III, Section 20.1 of the AFSCME 809 MOU when they obtain specialized licenses required for National Pollutant Discharge Elimination System (NPDES) compliance. However, Code Enforcement Officers also perform NPDES compliance as a part of their duties. Despite this shared responsibility, they do not receive the same pay or certification differential, resulting in an internal inequity between the two classifications.

V. FISCAL IMPACT

Detailed Cost Analysis with Calculations: Code Enforcement Officer Adjustment

(7) Code Enforcement Officers to align with the Code Enforcement and Collections Officer classification. The cost is calculated through the remainder of the fiscal year, using the City's 4/10 work schedule and applying a 40% burden rate. Full math and step-level detail is shown below.

Cost Calculations by Step Level (Prorated, Burdened)

Current Step	Ee Count	Current Rate ($/hr)	New Rate ($/hr)	Hourly Increase ($)	Prorated Hours (4/10s)	Increase per ee	Burden Cost per ee	Total Group Cost
2	2	$43.37	$46.71	$3.34	1410	$4,709.40	$6,593.16	$13,186.32
4	1	$47.81	$51.49	$3.68	1410	$5,188.80	$7,264.32	$7,264.32
6	4	$52.72	$56.77	$4.05	1410	$5,710.50	$7,994.70	$31,978.80

Total Estimated Cost (Including 40% Burden) Through Fiscal Year End: $52,429.44

VI. EXHIBITS

1. Resolution No. 25-128
2. Updated Classification for Code Enforcement Officer

Attachments

Resolution No. 25-128

Updated Classification for Code Enforcement Officer

RESOLUTION NO. 25-128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, TO ADJUST THE SALARY RANGE AND MINIMUM QUALIFICATIONS FOR THE CODE ENFORCEMENT OFFICER CLASSIFICATION TO ACHIEVE PAY EQUITY WITH THE CODE ENFORCEMENT AND COLLECTIONS OFFICER CLASSIFICATION

WHEREAS, Section 503 of the City's Charter provides that the City Council shall determine, by ordinance or resolution, the amount and type of compensation to be paid to all City officers, department heads and employees; and

WHEREAS, The Assistant City Manager is authorized and directed under provisions of Sections 2797.1 of the Carson Municipal Code and Section II, Rule II of the City Personnel Rules to prepare and recommend position classification and compensation plans, after consultation with the affected Directors, which becomes effective upon approval by the City Council; and

WHEREAS, Rule III of the City of Carson Personnel Rules provides that modification to the classification plan, embodied in Resolution No. 77-111, shall be made only after the authorized Human Resources staff members consults with the affected Directors and affected recognized employee organizations; and

WHEREAS, staff has completed an internal review of the Code Enforcement Officer (CEO) and Code Enforcement and Collections Officer (CECO) classifications and determined that both positions perform complex, journey-level work, including duties related to National Pollutant Discharge Elimination System (NPDES) compliance; and

WHEREAS, the current pay structure results in a salary disparity between the two classifications, despite comparable complexity of work and technical skill requirements, thereby creating an inequity within the classification plan; and

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

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

SECTION 2. the proposed modification further updates the minimum qualifications (MQs) for the Code Enforcement Officer classification to reflect the technical knowledge and journey-level expertise required for environmental and regulatory enforcement, while ensuring that current incumbents not meeting the updated qualifications are grandfathered; and

SECTION 3. the Human Resources Director has consulted with affected departments and has met and conferred with representatives of the affected recognized employee organizations pursuant to the City's obligations under the Meyers-Milias-Brown Act (MMBA) concerning the proposed salary and MQ changes; and

SECTION 4. In the event of any conflict between this Resolution and any prior City resolution relating to the subject matter hereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and deem it effective as of November 5, 2025 the same shall be in force and effect.

PASSED, APPROVED AND ADOPTED this 5th day of November 2025.

_____
Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 25-128, was passed and approved by the City Council of the City of Carson at its meeting held on November 5, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

City Council Reso. 25-128
Bargaining Unit: AFSCME
FLSA: Non-Exempt

CODE ENFORCEMENT OFFICER

Job Summary:

Under the direction of the Code Enforcement Supervisor, enforces provisions of the City's Municipal Code including, but not limited to, zoning laws and health and safety codes, National Pollutant Discharge Elimination System (NPDES) compliance; performs inspections and searches, issues citations, notices, and orders and responds to related complaints and questions. The Code Enforcement Officer is the journey-level classification in the two-level job series. The Code Enforcement Officer performs difficult and complex code enforcement responsibilities that include NPDES duties, which require substantial knowledge of City municipal code regulations and NPDES.

Essential Duties and Responsibilities:

(These functions are representative and may not be present in all positions in the class. Management reserves the right to add, modify, change, or rescind related duties and work assignments.)

1. Enforces municipal code regulations, including but not limited to, public peace, sanitation and health, taxes and licenses, streets, building and planning, and zoning ordinances.
2. Receives complaints concerning code enforcement from the public and other departments by telephone or correspondence; investigates complaints of public nuisances and code violations.
3. Performs field checks of contractors and subcontractors for proper licenses or permits; reviews building permit applications to determine that buildings, adjacent structures, and land usage are in conformity with health and safety regulations.
4. Writes citations for violations and performs office follow-up work on citations as required; prepares complaints for filing.
5. Assists in prosecuting cases involving municipal code violations and gives testimony in court; explains and interprets municipal ordinances and other regulations as needed; interfaces with community and governmental agencies as required.
6. Answers questions and provides information to the public concerning topics related to code enforcement.
7. Prepares and maintains a variety of files and prepares reports as required.
8. Serves on primary emergency response team in case of emergency or disaster in a position assigned by the City emergency plan.
9. Posts legal notices and delivers City Council agendas and other legal documents.
10. Performs security patrol of activities at municipal facilities and public meetings to coordinate duties with law enforcement agencies.
11. Conducts inspections at a variety of facilities and locations for visible NPDES violations and initiate action to facilitate voluntary compliance.
12. Conducts inspections of local businesses and industrial properties to ensure compliance with applicable MS4 permit, licensing requirements, and applicable regulations.
13. Gathers evidence and recommend action related to NPDES not in compliance with MS4 permit requirements.
14. Provides information and NPDES best management practices to property and business owners.
15. Performs related duties as required.

Qualification Guidelines:
A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

Education and Experience:
Education: Any combination equivalent to an Associate of Arts degree. Additional qualifying experience may be substituted for education on a year-for-year basis, up to two years.

Experience: Three years of full-time, paid public contact work involving regulatory codes, collections, credit, public relations, investigation, or inspection work.

Knowledge of:
- Applicable laws, codes, regulations, policies, and procedures.
- City organization, operations, policies, and objectives.
- Current City, State and Federal Runoff regulations.
- Site visit report writing and NPDES inspection practices.
- Office practices and procedures.
- General recordkeeping practices.
- Interpersonal skills using tact, patience, and courtesy.

Skill and Ability to:
- Enforce provisions of the City's municipal code and zoning laws and health and safety codes, building codes, fire codes, and animal pound regulations.
- Perform inspections and searches, issue citations, notices, and orders; respond to related code enforcement complaints and questions.
- Perform procedures and techniques used in investigation or inspection for compliance with municipal ordinances and regulations.
- Interpret and explain required City codes and ordinances, state and federal laws, and apply them to a variety of situations.
- Attend specialized workshops, seminars, and training meetings related to code enforcement and public security.
- Provide NPDES education to non-compliant businesses.
- Effectively communicate orally and in writing.
- Maintain accurate records and prepare clear and concise reports.
- Establish and maintain effective working relationship with others.

License and Certificate:
Possession of a valid California Class C driver's license. Employee in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program which confirms possession of a valid driver's license and reflects driving record. Obtaining an 832 P.C. certificate within the completion of the probationary period is required.

Physical Requirements and Working Conditions:
Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Require the mobility to stand, stoop, reach, and bend.
- Require the mobility of arms to reach and dexterity of hands to grasp and manipulate small objects.
- Require the ability to stand for long periods.

- Require the ability to walk long distances, including uneven terrain.
- May be required to work evenings and/or weekends.
- Is subject to outside and inside environmental conditions.
- Perform work which may involve lifting, pushing, and/or pulling of objects which may weigh approximately 25 pounds and may occasionally weigh up to 50 pounds.
- May be required to use city and/or personal vehicle in the course of employment.
- May be required to attend periodic evening meetings and/or travel within and out of city boundaries.
- Respond to emergency situations.

Report to Honorable Mayor and City Council

Wednesday, November 5, 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 EXTEND THE CONTRACT SERVICES AGREEMENT WITH LONG BEACH PUBLIC TRANSPORTATION COMPANY FOR ONE ADDITIONAL YEAR TO PROVIDE CONTINUED FIXED-ROUTE BUS SERVICES (CITY COUNCIL)

I. SUMMARY

On September 27, 2021, the City entered into a three-year Contract Services Agreement with the Long Beach Public Transportation Company (Long Beach Transit) to operate three new local bus routes (see Exhibit 1). The agreement included two optional one-year extensions that could be exercised upon mutual consent of both parties. On September 17, 2024, the City approved a three-month extension (see Exhibit 2) to allow additional time for both parties to finalize the details of the first one-year extension, which was subsequently authorized by the City Council on November 19, 2024 (see Exhibit 3).

City staff now requests approval of Amendment No. 3 (see Exhibit 4) to exercise the final one-year extension of the agreement. Effective January 1, 2026, this amendment would extend the contract term through December 31, 2026, at a cost of $2,060,500 for transit services provided during that period.

To ensure uninterrupted bus service beyond calendar year 2026, staff will begin discussions with Long Beach Transit to explore the feasibility of developing a new Contract Services Agreement following the expiration of the current term.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 3 to the Contract Services Agreement between the City of Carson and Long Beach Public Transportation Company (Exhibit No. 4; "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 the City Council deems appropriate.

IV. BACKGROUND

The City of Carson provides fixed-route bus services to residents and commuters traveling within the City and from neighboring communities. Four routes i.e., Routes 2, 4, and 8, are operated by Long Beach Transit (LBT) and run every 40 minutes between 5:31 a.m. and 8:35 p.m. on weekdays, and between 10:28 a.m. and 5:56 p.m. on Saturdays.

- Route 2 serves areas between California State University Dominguez Hills, SouthBay Pavilion, City Hall, and Carson High School.
- Route 4 runs along the entire length of Carson Street, connecting riders to the A (Blue) Line Metrolink station at Santa Fe Avenue and Del Amo Boulevard.
- Route 8 travels the full stretch of 223rd Street, connecting to the A (Blue) Line Metrolink station at Pacific Place and Wardlow Road.

In addition, the City operates two neighborhood routes with City staff that connect riders to LBT, Torrance Transit, and Metro services.

On September 27, 2021, the City entered into a three-year Contract Services Agreement with LBT that included two optional one-year extensions. In April 2024, staff began discussions with LBT to exercise the first extension. Because contract rates were also being renegotiated, Amendment No. 1 was approved to extend the initial term through December 31, 2024, at the existing rate, while preserving both one-year extension options and maintaining all other terms, including indemnification and insurance protections.

Amendment No. 2, approved on November 19, 2024, exercised the first one-year extension effective January 1, 2025, extending the term through December 31, 2025. As part of this extension, the parties agreed to a new annual rate of $2,060,500, reflecting a 16.4 percent increase over the original rate of $1,770,000, primarily due to higher labor costs identified by LBT. The amendment also required that, if the City's Proposition A or C funding levels dropped by 10 percent or more in FY 25-26 compared to FY 24-25, the parties would reopen negotiations regarding compensation and service levels. Staff has confirmed that no such reduction occurred.

Staff now seeks approval of Amendment No. 3 to exercise the second and final one-year extension, continuing the agreement through December 31, 2026, at the same annual rate of $2,060,500. The amendment includes a similar provision requiring that, if Proposition A or C funding levels drop by 10 percent or more in FY 26-27 compared to FY 25-26, the parties will reopen discussions regarding service levels (but not compensation) and may, if mutually agreed, modify the agreement accordingly.

The proposed extension is exempt from the City's competitive bidding requirements under Carson Municipal Code Section 2611(i)(7).

V. FISCAL IMPACT

Should the City Council approve the recommendation, funding for the first six months of the contract extension (January 1, 2026 - June 30, 2026) has already been budgeted in Fiscal Year 2025-26 as follows:

- Proposition A: $412,100 (Account No. 218-90-940-180-6010)
- Proposition C: $618,150 (Account No. 219-90-940-180-6010)
- Total funding for this six-month period amounts to $1,030,250.

Funding for the remaining six months (July 1, 2026 - December 31, 2026) will be included in the proposed Fiscal Year 2026-27 Operating Budget, allocated to the same Proposition A and Proposition C accounts listed above, in the same respective amounts. Total funding for this future six-month period also amounts to $1,030,250.

VI. EXHIBITS

1. Original Agreement (September 27, 2021)
2. Amendment No. 1 (September 17, 2024)
3. Amendment No. 2 (November 19, 2024)

4. Proposed Amendment No. 3

Attachments

Exhibit No. 1 - Agreement.pdf
Exhibit No. 2 - Amendment No. 1.pdf
Exhibit No. 3 - Amendment No. 2.pdf
Exhibit No. 4 - Proposed Amendment No. 3.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

LONG BEACH PUBLIC TRANSPORTATION COMPANY

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF CARSON AND LONG BEACH PUBLIC TRANSPORTATION COMPANY

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 27th day of September, 2021 by and between the CITY OF CARSON, a California municipal corporation ("City") and LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California nonprofit public benefit corporation ("Long Beach Transit"). City and Long Beach Transit may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City has sought the performance of the services defined and described in Article 1 of this Agreement.

B. Long Beach Transit is ready, willing and able to perform the services defined and described in Article 1 of this Agreement.

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 Long Beach Transit for performance of those services defined and described in Article 1 of this Agreement and desire that the terms of that performance be as 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 LONG BEACH TRANSIT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Long Beach Transit 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, Long Beach Transit 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. Long Beach Transit shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein.

1.2 Compliance with Law.

Long Beach Transit shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, grant requirements and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.3 Licenses, Permits, Fees and Assessments.

Long Beach Transit 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. Long Beach Transit 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 Long Beach Transit'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.

1.4 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.

1.5 No Franchise Rights.

Neither Long Beach Transit nor City intend by this Agreement to grant to Long Beach Transit any franchise, right, or agreement to use the streets of the City of Carson, it being further agreed and understood that whether or not Long Beach Transit has such a franchise or is required to have such a franchise is not the subject of this Agreement, and no term or provision of this Agreement shall be used to prejudice the rights of either party in that regard.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Long Beach Transit 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 Million Three Hundred Ten Thousand Dollars ($5,310,000)** for the initial three-year term of this Agreement (the "Contract Sum"). The annual compensation shall not exceed **One Million Seven Hundred Seventy Thousand Dollars ($1,770,000.00)** for each year of the initial three-year term.

2.2 Invoices

On a quarterly basis, Long Beach Transit will invoice the City for services rendered. Except as provided in Section 7.3, City will use its best efforts to cause Long Beach Transit to be paid for the services within 45 days of the submitted invoice; however, Long Beach Transit acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. Review and payment by City for any services provided by Long Beach Transit shall not constitute a waiver of any default by Long Beach Transit or any rights or remedies provided herein or any applicable law.

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.

Long Beach Transit 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.

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 Long Beach Transit, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if City or Long Beach Transit shall within thirty (30) days of the commencement of such delay notify the other Party's contract representative in writing of the causes of the delay. The Parties 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 Parties such delay is justified. In no event shall Long Beach Transit be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Long Beach Transit's sole remedy being extension of the Agreement pursuant to this Section. During the delay, Long Beach Transit shall not render services to the City. Long Beach Transit shall not invoice City for, and shall not be entitled to, any compensation or fixed costs from City for the duration of the delay period.

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 an initial term of three (3) years, with two subsequent one-year options that may be exercised by a duly approved and executed amendment to this Agreement entered into between the Parties.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Long Beach Transit.

Kenneth A. McDonald, President and CEO and or his designees ("Principals") are hereby designated as being the principals and representatives of Long Beach Transit authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith. 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 Long Beach Transit and devoting sufficient time to personally supervise the services hereunder. All personnel of Long Beach Transit, 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 Long Beach Transit without prior notice to City. Long Beach Transit shall notify City of any changes in Long Beach Transit'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 Long Beach Transit.

Long Beach Transit 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. Long Beach Transit shall not at any time or in any manner represent that Long Beach Transit or any of Long Beach Transit's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Long Beach Transit, nor any of its officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Long Beach Transit expressly waives any claim Long Beach Transit may have to any such rights.

4.3 Contract Officer.

The City of Carson's Contract Officer shall be the Director of Community Services, or such other person as may be designated by the City Manager. It shall be Long Beach Transit's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services. Long Beach Transit 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 Long Beach Transit, 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 Long Beach Transit's employees, representatives or agents, or in fixing their number, compensation or hours of service. Long Beach Transit 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 Long Beach Transit in its business or otherwise or a joint venturer or a member of any joint enterprise with Long Beach Transit.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Long Beach Transit, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Long Beach Transit 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. No approved transfer shall release Long Beach Transit or any surety of Long Beach Transit of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Long Beach Transit shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive commercial general liability insurance written on a per occurrence basis for products and completed operations, bodily injury, personal and advertising injury and property damage. The policy of insurance shall be in an amount not less than $2,000,000.00 per occurrence or if a general aggregate limit is used, then either the general aggregate limit shall apply separately to the services Long Beach Transit shall render under this agreement (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required 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 Long Beach Transit against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Long Beach Transit in the course of carrying out the services contemplated in this Agreement, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage in an amount not less than $2,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Subcontractors. Long Beach Transit 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.

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

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 Long Beach Transit'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. If Long Beach Transit maintains broader coverage and/or higher limits than the minimums shown in Section 5.1 above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Long Beach Transit. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

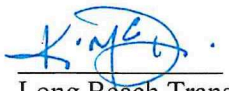
All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, Long Beach Transit 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 Long Beach Transit 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] 

Long Beach Transit 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 Long Beach Transit performs; products and completed operations of Long Beach Transit; premises owned, occupied or used by Long Beach Transit; or any automobiles owned, leased, hired or borrowed by Long Beach Transit. 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. Long Beach Transit'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. Long Beach Transit agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Long Beach Transit may be held responsible for the payment of damages to any persons or property resulting from Long Beach Transit's activities or the activities of any person or persons for which Long Beach Transit is otherwise responsible nor shall it limit Long Beach Transit's indemnification liabilities as provided in Section 5.3.

In the event Long Beach Transit subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between Long Beach Transit and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Long Beach Transit 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, Long Beach Transit 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 Long Beach Transit, its officers, employees, agents, subcontractors, or any individual or entity for which Long Beach Transit is legally liable ("indemnitors"), or arising from Long Beach Transit's or indemnitors' reckless or willful misconduct, or arising from Long Beach Transit's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Long Beach Transit 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) Long Beach Transit 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 Long Beach Transit hereunder; and Long Beach Transit 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 Long Beach Transit 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 Long Beach Transit hereunder, Long Beach Transit 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.

Should any liability or sanctions be imposed against City pursuant to 8 U.S.C.A §§1101 et seq. arising from Long Beach Transit's employment practices or the status of individuals used by Long Beach Transit to provide services pursuant to this Agreement, Long Beach Transit 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.

Long Beach Transit shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Long Beach Transit 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 Long Beach Transit 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 Long Beach Transit 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, Long Beach Transit 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 Reports.

Long Beach Transit 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. Long Beach Transit 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, Long Beach Transit agrees that if Long Beach Transit 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, Long Beach Transit shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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 Long Beach Transit 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 Long Beach Transit is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Long Beach Transit for any work performed after the date of default. Instead, the City may give notice to Long Beach Transit of the default and the reasons for the default. The notice shall include the timeframe in which Long Beach Transit 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 Long Beach Transit 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 Long Beach Transit 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 Long Beach Transit'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 Resolution of Disputed Invoices/Claims.

Within 90 days of the effective date of this Agreement, the Parties' contract representatives will establish a mutually agreeable dispute resolution process and related terms/provisions that would apply in the event City disputes an invoice submitted by Long Beach Transit on the basis that it does not accurately reflect services rendered pursuant to this Agreement. The foregoing dispute resolution process and related provisions would also apply with respect to any and all amounts for which City may be liable to third parties by reason of Long Beach Transit's acts or omissions in performing or failing to perform Long Beach Transit's obligation under Article 5 of this Agreement, including but not limited to, for (i) amounts of any claims made by a third party,

the amounts or validity of which is disputed by Long Beach Transit, or (ii) any indebtedness that may exist which shall appear to be the basis for a claim of lien.

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 Long Beach Transit 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.

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 ninety (90) days' written notice to Long Beach Transit, except that where termination is due to the fault of Long Beach Transit, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Long Beach Transit reserves the right to terminate this Contract at any time, with or without cause, upon ninety (90) 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 Long Beach Transit may determine. Upon receipt of any notice of termination, Long Beach Transit shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Long Beach Transit shall be entitled to compensation for all services rendered prior to the date of receipt 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 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 Long Beach Transit.

If termination is due to the failure of Long Beach Transit 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 Long Beach Transit 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 Long Beach Transit 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.

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 Long Beach Transit, 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 Long Beach Transit or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

City and Long Beach Transit each covenant that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the other or which would in any way hinder Long Beach Transit's performance of services under this Agreement. Long Beach Transit 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. Long Beach Transit 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. Long Beach Transit 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.

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 Long Beach Transit, to the person(s) at the address designated on the execution page of this Agreement, copy to Long Beach Transit General Counsel. 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 Long Beach Transit and by the City Council, except as otherwise provided herein. 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. Long Beach Transit 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. Long Beach Transit 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. Long Beach Transit 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.

Long Beach Transit'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:

for John W. Carroll, Sr., Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

LONG BEACH TRANSIT:

LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California public benefit nonprofit corporation

By: _____
Kenneth A. McDonald, President and CEO

APPROVED AS TO FORM

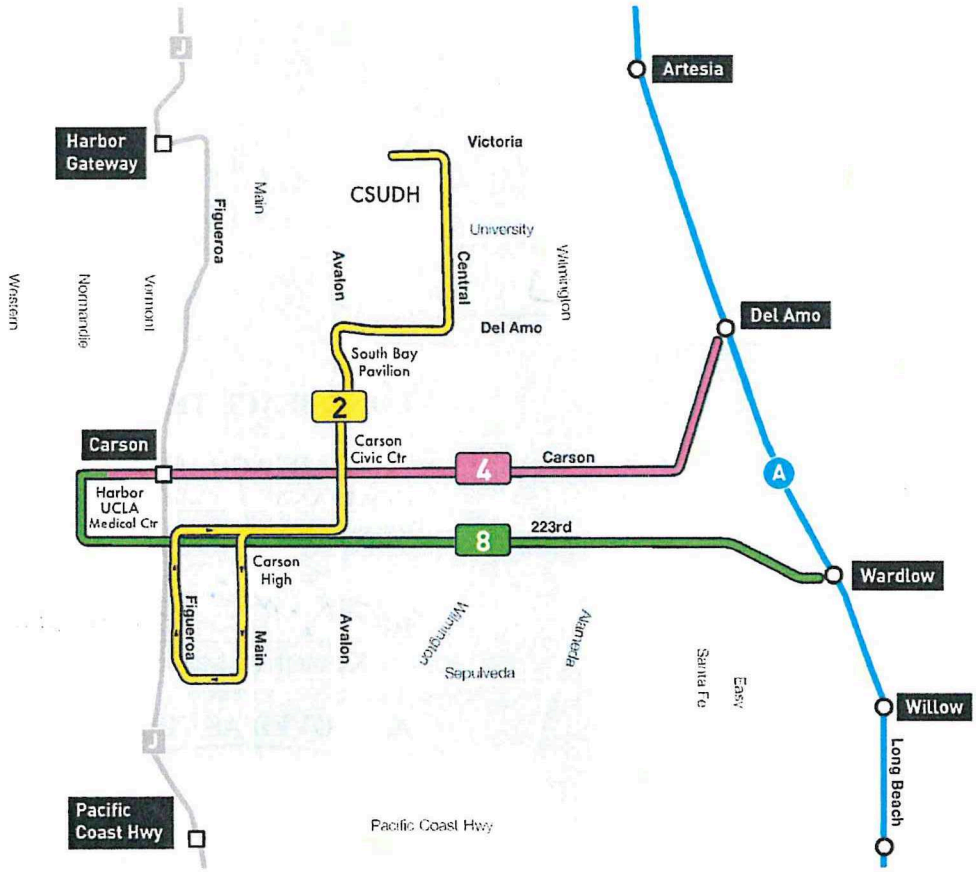
By: _____
Vincent C. Ewing
General Counsel
Address: 1963 E. Anaheim St.
Long Beach, CA 90813

EXHIBIT "A"
SCOPE OF SERVICES

I. Long Beach Transit will perform the following Services:

A. Long Beach Transit will perform fixed-route public transit bus services as detailed in this Section.

B. Long Beach Transit will operate the three fixed routes depicted below (identified as routes 2, 4 and 8) within the City, at the times and frequencies indicated below:



	Service Span			Frequency of Service (Headway in Minutes)		
LBT Routes	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday
2	5:05AM - 7:30PM	10:15AM - 6:00PM	No Service	40	40	No Service
4	5:15AM - 7:45PM	10:35AM - 5:45PM	No Service	40	40	No Service
8	5:10AM - 7:50PM	10:30AM - 5:50PM	No Service	40	40	No Service

C. Operation of the fixed routes at the times and frequencies set forth in subsection (B), above (the "Base Services"), will require six (6) buses.

D. [Reserved]

E. City may increase service levels beyond the Base Services subject to a City Manager-approved and Long Beach Transit-approved written amendment to this Agreement, executed by both Parties, to take advantage of any or all of the following additional or enhanced service options available from Long Beach Transit:

1. Add Sunday service (Saturday hours of operation) to Base Services;

2. Add one additional hour of service* on weekdays to Base Services;

3. Add one additional hour of service* on Saturdays to Base Services;

The City Council hereby authorizes any or all of the foregoing increases subject to approval and execution of the necessary amendment to this Agreement by the City Manager if and when such increase is deemed appropriate by the City Manager. Additional costs for increased or enhanced services pursuant to this subsection (E) are as specified in Section II of Exhibit "C." Any contract amendment to increase or enhance services pursuant to this subsection shall require a corresponding increase to the contract sum provisions of this Agreement, including Section 2.1 and Section III of Exhibit "C," based on the rates set forth in Section II of Exhibit "C." Similarly, if, after any increase(s) or enhancement(s) of services pursuant to this subsection, Long Beach Transit or City wish to terminate such increased or enhanced services and/or return services back to the Base Services, such action shall require a City Manager-approved written amendment to this Agreement, executed by both Parties (City Manager may execute on behalf of City), prior to taking effect.

***The timing of the additional hour of service shall be determined mutually by parties and agreed upon at the time of entering into the relevant amendment to this Agreement.**

F. Further increases, additions or enhancements to the services, including the following, may be authorized subject to a City Council and Long Beach Transit-approved and duly executed written amendment to this Agreement between the Parties:

1. Increase service frequency of Base Services from 40 minutes to 30 minutes.

2. Expand the service routes of the Base Services to provide access to key destinations such as Carson HS, South Bay Pavilion, Harbor Gateway, LA Harbor College, and UCLA Harbor Medical Center.

3. Provide enhanced connections to regional high-capacity transit, including the J (Silver) Line and the A (Blue) Line.

4. Complement existing regional transit services provided by other regional providers,

5. Extend service span to align with other LBT services.

6. Serve priority transit arterials identified by the City of Carson.

7. Add additional service hours, implement Sunday service, or adjust service frequency for the aforementioned potential expanded services.

G. All buses utilized for services pursuant to this Agreement shall be provided and operated by Long Beach Transit, and shall be ADA-accessible at all times. Additional ADA-accessible buses shall be provided by Long Beach Transit as necessary to accommodate any increased or enhanced services authorized pursuant to subsection (E), above, and to replace and continue services in the event of a breakdown, as detailed in subsection (I), below. For the avoidance of doubt, "ADA," as used in this Agreement, means and refers to the Americans with Disabilities Act of 1990.

H. All of the services required under this Agreement will be performed by Long Beach Transit or approved subcontractors under its supervision, and all personnel engaged in the work shall be duly qualified to perform such services.

I. Long Beach Transit shall provide towing and replacement buses as soon as reasonably practicable in the event of a vehicle breakdown. No request for towing of any vehicle pursuant to this Agreement shall be made by City, nor shall any such request be required for Long Beach Transit to perform the aforementioned obligations.

Long Beach Transit shall be responsible for providing adequate training to its staff to ensure proper operation and maintenance of system vehicles. All drivers providing the services under this Agreement shall possess a Commercial Driver's license (CDL), Medical Examiner's Certificate and any other required certificates.

J. Long Beach Transit shall maintain and implement a policy of drug and alcohol testing for its employees as required for compliance with all laws, regulations, and grant program requirements as stated in Section 1.2.

K. Long Beach Transit will collect and retain all fares and will count and record the ridership or number of passengers using the services.

L. Vehicle Operation and Maintenance:

1. At all times, Long Beach Transit shall maintain all components of each vehicle as stated in section 1.2.

II. In the event City or Long Beach Transit, for any reason, determine that there is a need to reduce the hours of operation of any or all the fixed routes below the base

hours of operation specified in this Agreement for the Base Services without completely suspending services, then such reduction in service hours may be effectuated via a City Manager-approved and Long Beach Transit-approved written amendment to this Agreement, executed by both Parties (City Manager may execute on behalf of City), prior to the reduction taking effect.

III. **All of the services required under this Agreement will be performed by LBT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. LBT reserves the right to determine the assignment of its employees to the performance of LBT's services under this Agreement. In the event City's Contract Officer determines there is a need to exclude any employee of LBT from performing services for City under this Agreement, the Parties agree to work together in good faith to find a mutually agreeable solution, provided no action shall be taken that would violate any federal, state or local law or regulation, including any applicable labor agreement between LBT and bus operators.**

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~)

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **Long Beach Transit shall perform the Base Services at the flat annual rate of $1,770,000 (i.e., per 12 months of service) for the initial three-year term of this Agreement (the "Base Services Rate").**

II. **The additional or enhanced service options specified in Section I.E of Exhibit "A", if and when authorized pursuant to said Section I.E during the term of this Agreement, shall be performed at the following flat annual rates (i.e., per 12 months of service, with actual compensation due for any relevant billing period prorated as necessary based on the timing of authorization):**

A. Add Sunday service (Saturday hours) to Base Services: add $164,500 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

B. Add one additional hour of service on weekdays to Base Services: add $122,400 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

C. Add one additional hour of service on Saturdays to Base Services: add $25,200 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

III. **The total compensation for the Services shall not exceed $5,310,000 for the initial three-year term of this Agreement, as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Long Beach Transit shall perform all Services timely in accordance with the following schedule:

A. Base Services: service to the public is provided in accordance with the schedule set forth in Section I.B of Exhibit "A."

B. Long Beach Transit shall provide as requested service performance reports to the City such as:

- Ridership;
- On-Time Performance;
- Adherence to the Plan Schedule;
- Complaints or Compliments of Service;
- Security Statistics;
- Revenue Data.

LONG BEACH PUBLIC TRANSPORTATION COMPANY / CITY OF CARSON Bus Service Agreement, Section 7.3 Dispute Resolution Process

27 SW

Resolution of Disputed Invoices/Claims.

This agreement is entered into under Section 7.3 ("Resolution of Disputed Invoices/Claims") of the Contract Services Agreement entered into by and between the City of Carson and Long Beach Public Transportation Company, effective September 7, 2021 ("Contract"), and is deemed incorporated into the Contract by reference as though fully set forth in the Contract at Section 7.3. LONG BEACH PUBLIC TRANSPORTATION COMPANY is hereinafter referred to as "LBT" and the CITY OF CARSON is hereinafter referred to as "Carson". Collectively, LBT and Carson are referred to hereinafter as the "Parties". Individually, LBT and Carson hereinafter are referred to as the "Party", or as a "Party".

Notwithstanding Section 7.2 of the Contract, any dispute, claim, or controversy that may arise between the Parties that is within the scope of Section 7.3 of the Contract ("Dispute")shall be resolved as herein provided. Prior to the initiation of any legal action pursuant to Section 7.6 of the Contract, the Parties shall first attempt to resolve their Dispute informally, in a timely and cost-effective manner, as follows:

1. If a Party has a Dispute with the other Party, the disputing Party shall give written notice thereof within five (5) business days following identification of the cause of the Dispute to LBT's President and CEO and Carson's City Manager, which notice shall describe the Dispute and recommend corrective action to be taken by the other Party. Notwithstanding the foregoing, the failure of a Party to give notice of a Dispute within the foregoing timeframe shall not, in and of itself, constitute a waiver of any claim or legal right or remedy related to the Dispute, nor a waiver of any default or any provision of the Contract. Nothing in this agreement is intended to alter any applicable statute of limitations. "Business days" as used in this agreement shall exclude Fridays and holidays observed by Carson or LBT.

    a. While the Dispute is pending, and provided the Contract remains in effect and has not been terminated pursuant to Section 7.7 or 7.8, and services for the relevant period have not been suspended pursuant to Section 3.3, Carson will continue paying LBT's invoices for services rendered pursuant to the Contract and LBT will continue providing services pursuant to the Contract. With respect to the first type of dispute identified in Section 7.3 of the Contract, i.e., where Carson disputes an invoice submitted by LBT on the basis that it does not accurately reflect services rendered pursuant to the Contract, Carson doesn't have the right to retain funds that are subject to the Dispute and that come due pursuant to LBT's invoices while the Dispute is pending (the "Disputed Payments"), provided LBT's President/CEO, upon being notified of the Dispute, in good faith affirms to Carson's City Manager that LBT reasonably believes the Disputed Payments accurately reflect services rendered pursuant to the Contract. LBT doesn't have the right to stop services pursuant to the Contract while the Dispute is pending, provided the Contract remains in effect and has not been terminated pursuant to Section 7.7 or 7.8, and services for the relevant period have not been suspended pursuant to Section 3.3.

2. LBT's President and CEO and Carson's City Manager shall, within eight (8) business days of receiving written notice of the Dispute ("Resolution Deadline"), meet and confer in a good faith attempt to resolve it. Other persons may be included in the meet and confer process as deemed necessary by LBT's President and CEO and Carson's City Manager.

3. If the Parties are unable to resolve the Dispute at least in principle prior to the Resolution Deadline, either Party may pursue a legal action pursuant to Section 7.6 of the Agreement. If the Parties agree in principle but do not have sufficient time to effectuate final approval of such agreement prior to the Resolution Deadline, then provided each Party acts diligently and in good faith to finalize the agreement, a reasonable time period not exceeding thirty (30) days beyond the Resolution Deadline shall be allowed to finalize such agreement prior to either Party pursuing a legal action thereon.

4. The prevailing party in a legal action regarding the Dispute shall be entitled to recover reasonable attorneys' fees and costs in accordance with Section 7.9 of the Agreement.

IN WITNESS WHEREOF, on the date and year first-below written, the Parties hereto have executed and agreed to this LONG BEACH PUBLIC TRANSPORTATION COMPANY / CITY OF CARSON Bus Service Agreement, Section 7.3 Dispute Resolution Process.

CITY:
CITY OF CARSON, a municipal corporation

_____
Sharon Landers, City Manager

Date: Nov 16, 2021

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney

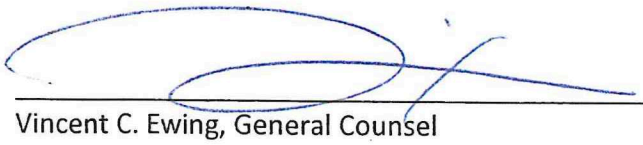
LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California public benefit nonprofit corporation

_____
Kenneth A. McDonald, President and CEO

Date: 10/26, 2021

LONG BEACH PUBLIC TRANSPORTATION COMPANY / CITY OF CARSON Bus Service Agreement, Section 7.3 Dispute Resolution Process

APPROVED AS TO FORM:



Vincent C. Ewing, General Counsel

AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") by and between the CITY OF CARSON, a California municipal corporation ("City"), and LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California nonprofit mutual benefit corporation ("Long Beach Transit"), is effective as of the 27th day of September, 2024. City and Long Beach Transit are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Long Beach Transit entered into that certain Agreement for Contract Services dated September 27, 2021 ("Agreement"), whereby Long Beach Transit agreed to provide City with fixed-route public transit bus services as identified in Exhibit "A" ("Scope of Services") of the Agreement (the "Services"). The Agreement, in Section 2.1, provides for a not-to-exceed Contract Sum of $5,310,000 for the initial three (3) year term, with annual compensation not to exceed $1,770,000 for each year of the initial three (3) year term. The Agreement, in Section 3.4, also provides for two subsequent one-year options that may be exercised by a duly approved and executed amendment to the Agreement entered into between the Parties.

B. Pursuant to Carson Municipal Code ("CMC") Section 2611(i)(7), the City's purchase of services from other governmental agencies that are not covered under a specific interagency agreement does not require compliance with the bidding provisions of the City's purchasing ordinance (Chapter 6 of Article II of the CMC) so long as funds have been properly appropriated and such purchases conform with all other requirements of the City's purchasing ordinance. The forgoing exemption is applicable to the City's procurement of the services provided for in the Agreement and this Amendment No. 1.

C. City and Long Beach Transit now desire to amend the Agreement, by this Amendment No. 1, to extend the term until December 31, 2024, to facilitate continued performance of the Services by Long Beach Transit in exchange for compensation in the amount of $442,500 for this short-term extension period, and to increase the Contract Sum by $442,500 to authorize funding for this short-term extension period, thereby increasing the total not-to-exceed Contract Sum to $5,752,500, with the two subsequent one-year options to extend the term remaining intact, except that the first option period, if exercised, would commence on January 1, 2025, and the second option period, if exercised, would commence on January 1, 2026.

TERMS

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

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

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Long Beach Transit 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 Million Seven Hundred Fifty-Two Thousand Five Hundred Dollars ($5,752,500)*** ~~Five Million Three Hundred Ten Thousand Dollars ($5,310,000)~~ for the initial three-year term of this Agreement ***plus the extension period through December 31, 2024*** (the "Contract Sum"). The annual compensation shall not exceed One Million Seven Hundred Seventy Thousand Dollars ($1,770,000.00) for each year of the initial three-year term ***and $442,500 for the extension period through December 31, 2024***."

B. Section 3.4 (Term) of this 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~~ ***through December 31, 2024*** ~~completion of the services but not exceeding an initial term of three (3) years~~, with two subsequent one-year options that may be exercised by a duly approved and executed amendment to this Agreement entered into between the Parties, ***with the first option (if exercised) commencing January 1, 2025***.

C. Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to ready in its entirety as set forth in the Exhibit "C" attached hereto.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Long Beach Transit 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, as amended by this Amendment No. 1, is currently an effective, valid, and binding obligation.

Long Beach Transit represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Long Beach Transit that, as of the date of this Amendment No. 1, Long Beach Transit 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 irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. Authority. The persons executing this Amendment No. 1 on behalf of the Parties warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said Party, (iii) by so executing this Amendment No. 1, such Party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said Party is bound.

6. Counterparts. This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 on the date(s) and year set forth below, with express intent that this Amendment No. 1 shall be effective as of the date first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: 10/7/24, 2024

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

LONG BEACH TRANSIT:

LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California public benefit nonprofit corporation

By: _____
Name: Mr. Kenneth A. McDonald
Title: President/CEO

Date: _____, 2024

APPROVED AS TO FORM:

By: _____
Vincent C. Ewing
General Counsel
Address: 4801 Airport Plaza Dr.
8th Floor
Long Beach, CA 90815

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **Long Beach Transit shall perform the Base Services at the flat annual rate of $1,770,000 (i.e., per 12 months of service) for the initial three-year term of this Agreement (the "Base Services Rate").** ***Long Beach Transit shall perform the Base Services at the flat rate of $442,500 for the extension period commencing upon the conclusion of initial three-year term of this Agreement and continuing through December 31, 2024.***

II. **The additional or enhanced service options specified in Section I.E of Exhibit "A", if and when authorized pursuant to said Section I.E during the term of this Agreement, shall be performed at the following flat annual rates (i.e., per 12 months of service, with actual compensation due for any relevant billing period prorated as necessary based on the timing of authorization):**

A. Add Sunday service (Saturday hours) to Base Services: add $164,500 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

B. Add one additional hour of service on weekdays to Base Services: add $122,400 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

C. Add one additional hour of service on Saturdays to Base Services: add $25,200 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

III. **The total compensation for the Services shall not exceed** ***$5,752,500*** ~~**$5,310,000**~~ **for the initial three-year term of this Agreement** ***plus the extension period through December 31, 2024*****, as provided in Section 2.1 of this Agreement.**

AMENDMENT NO. 2
TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City"), and LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California nonprofit mutual benefit corporation ("Long Beach Transit"), is effective as of the 1st day of January, 2025, except as otherwise provided herein. City and Long Beach Transit are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Long Beach Transit entered into that certain Agreement for Contract Services dated September 27, 2021 ("Agreement"), whereby Long Beach Transit agreed to provide City with fixed-route public transit bus services as identified in Exhibit "A" ("Scope of Services") of the Agreement (the "Services"). The Agreement, in Section 2.1, provides for a not-to-exceed Contract Sum of $5,310,000 for the initial three (3) year term, with annual compensation not to exceed $1,770,000 for each year of the initial three (3) year term. The Agreement, in Section 3.4, also provides for two subsequent one-year options that may be exercised by a duly approved and executed amendment to the Agreement entered into between the Parties.

B. Effective September 27, 2024, City and Long Beach Transit entered into Amendment No. 1 to the Agreement to extend the term until December 31, 2024, to facilitate continued performance of the Services by Long Beach Transit in exchange for compensation in the amount of $442,500 for the short-term extension period, and to increase the Contract Sum by $442,500 to authorize funding for the short-term extension period, thereby increasing the total not-to-exceed Contract Sum to $5,752,500, with the two subsequent one-year options to extend the term remaining intact, except that the first option period, if exercised, would commence on January 1, 2025, and the second option period, if exercised, would commence on January 1, 2026.

C. City and Long Beach Transit now desire to further amend the Agreement, by this Amendment No. 2, to: (i) exercise the first one-year option to extend the term of the Agreement, thereby extending the term through December 31, 2025 (unless earlier terminated in accordance with Article 7); (ii) authorize funding in the amount of $2,060,500 for continuation of the current service schedule for the one-year extension period, thereby increasing the not-to-exceed Contract Sum to $7,813,000; (iii) adjust the specified pricing for optional Sunday service should City choose to add such services; (iv) include the possibility of renegotiation of (a) the compensation to Long Beach Transit for the services during the one-year extension period, and (b) level of services to be provided during such period, in the event the Proposition A and Proposition C funding received by the City drops by ten percent (10%) or more. Additionally, City and Long Beach Transit desire to correct an error in the Agreement concerning the description of Long Beach Transit's nonprofit entity type.

D. This Amendment No. 2 is made pursuant to Section 9.4 of the Agreement, as was Amendment No. 1.

E. Pursuant to Carson Municipal Code ("CMC") Section 2611(i)(7), the City's purchase of services from other governmental agencies that are not covered under a specific interagency agreement does not require compliance with the bidding provisions of the City's purchasing ordinance (Chapter 6 of Article II of the CMC) so long as funds have been properly appropriated and such purchases conform with all other requirements of the City's purchasing ordinance. The forgoing exemption is applicable to the City's procurement of the services provided for in the Agreement, Amendment No. 1 and this Amendment No. 2.

TERMS

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

A. Long Beach Transit represents and warrants to City that Long Beach Transit is, and since the effective date of the Agreement has been, a California nonprofit mutual benefit corporation, and as such, the Agreement erroneously describes Long Beach Transit in the introductory paragraph as a "California nonprofit public benefit corporation," and on the signature page as a "California public benefit nonprofit corporation." Based on the foregoing, City and Long Beach Transit agree that effective retroactively as of September 27, 2021, the aforementioned references in the Agreement to Long Beach Transit's nonprofit entity type are amended to "Long Beach Public Transportation Company, a California nonprofit mutual benefit corporation."

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

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Long Beach Transit the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Seven Million Eight Hundred Thirteen Thousand Dollars ($7,813,000)*** ~~Five Million Seven Hundred Fifty Two Thousand Five Hundred Dollars ($5,752,500)~~ for the initial three-year term of this Agreement plus the extension period***s*** through December 31, ***2025*** ~~2024~~ (the "Contract Sum"). The annual compensation shall not exceed One Million Seven Hundred Seventy Thousand Dollars ($1,770,000.00) for each year of the initial three-year term, ~~and~~ $442,500 for the extension period through December 31, 2024, ***and $2,060,500 for the one-year extension period from January 1, 2025 through December 31, 2025***."

C. Section 3.4 (Term) of this 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 through December 31, ***2025*** ~~2024~~, with ***one*** ~~two~~ subsequent one-year options that may be

exercised by a duly approved and executed amendment to this Agreement entered into between the Parties, with the ~~first~~ option (if exercised) commencing January 1, *2026* ~~2025~~.

D. Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to ready in its entirety as set forth in the Exhibit "C" attached hereto.

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 Long Beach Transit 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, as amended by Amendment No. 1 and this Amendment No. 2, is currently an effective, valid, and binding obligation.

Long Beach Transit 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 Long Beach Transit that, as of the date of this Amendment No. 2, Long Beach Transit 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 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 warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said Party, (iii) by so executing this Amendment No. 2, such Party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said Party is bound.

6. Counterparts. This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 on the date(s) and year set forth below, with express intent that this Amendment No. 2 shall be effective as of the date first-above written, except as otherwise provided herein.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____, 2024

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

LONG BEACH TRANSIT:

LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California nonprofit mutual benefit corporation

By: _____
Name: Kenneth A. McDonald
Title: President/CEO

Date: 12/6, 2024

APPROVED AS TO FORM:

By: _____
Vincent C. Ewing
General Counsel
Address: 4801 Airport Plaza Dr., 8th Floor
Long Beach, CA 90815

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **Long Beach Transit shall perform the Base Services at the flat annual rate of $1,770,000 (i.e., per 12 months of service) for the initial three-year term of this Agreement (the "Base Services Rate"). Long Beach Transit shall perform the Base Services at the flat rate of $442,500 for the extension period commencing upon the conclusion of initial three-year term of this Agreement and continuing through December 31, 2024.** ***Long Beach Transit shall perform the Base Services at the flat rate of $2,060,500 for the one-year extension period commencing on January 1, 2025 and continuing through December 31, 2025.***

II. **The additional or enhanced service options specified in Section I.E of Exhibit "A", if and when authorized pursuant to said Section I.E during the term of this Agreement, shall be performed at the following flat annual rates (i.e., per 12 months of service, with actual compensation due for any relevant billing period prorated as necessary based on the timing of authorization):**

A. Add Sunday service (Saturday hours) to Base Services: add $164,500 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate. ***Notwithstanding the foregoing, should addition of this service be authorized pursuant to Section I.E of Exhibit "A" for the one-year extension period commencing on January 1, 2025 and continuing through December 31, 2025, the flat annual rate to add this service would be $237,800 (subject to proration as necessary to correspond to any authorization to add this service for a portion of the one-year extension period).***

B. Add one additional hour of service on weekdays to Base Services: add $122,400 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

C. Add one additional hour of service on Saturdays to Base Services: add $25,200 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

III. **The total compensation for the Services shall not exceed** ***$7,813,000*** ~~**$5,752,500**~~ **for the initial three-year term of this Agreement plus the extension periods through December 31,** ***2025*** ~~**2024**~~**, as provided in Section 2.1 of this Agreement.**

IV. ***The City and Long Beach Transit shall reopen negotiations as to the rates of compensation specified in this Exhibit "C" and the level of services provided by Long Beach Transit to the City pursuant to Exhibit "A" for the service period from July 1, 2025 through December 31, 2025, and may, but are not obligated to, enter into an amendment to the Agreement related to the same pursuant to Section 9.4 of the Agreement, if the Proposition A and Proposition C funding collectively received by the City for Fiscal Year 2025-26 drops by ten percent (10%) or more compared to Fiscal Year 2024-25.***

AMENDMENT NO. 3
TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 3") by and between the CITY OF CARSON, a California municipal corporation ("City"), and LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California nonprofit mutual benefit corporation ("Long Beach Transit"), is effective as of the 1st day of January 2026, except as otherwise provided herein. City and Long Beach Transit are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Long Beach Transit entered into that certain Agreement for Contract Services dated September 27, 2021 ("Agreement"), whereby Long Beach Transit agreed to provide City with fixed-route public transit bus services as identified in Exhibit "A" ("Scope of Services") of the Agreement (the "Services"). The Agreement, in Section 2.1, provided for a not-to-exceed Contract Sum of $5,310,000 for the initial three (3) year term, with annual compensation not to exceed $1,770,000 for each year of the initial three (3) year term. The Agreement, in Section 3.4, also provides for two subsequent one-year options that may be exercised by a duly approved and executed amendment to the Agreement entered into between the Parties.

B. Effective September 27, 2024, City and Long Beach Transit entered into Amendment No. 1 to the Agreement to extend the term until December 31, 2024, to facilitate continued performance of the Services by Long Beach Transit in exchange for compensation in the amount of $442,500 for the short-term extension period, and to increase the Contract Sum by $442,500 to authorize funding for the short-term extension period, thereby increasing the total not-to-exceed Contract Sum to $5,752,500, with the two subsequent one-year options to extend the term remaining intact, except that the first option period, if exercised, would commence on January 1, 2025, and the second option period, if exercised, would commence on January 1, 2026.

C. Effective January 1, 2025, City and Long Beach Transit entered into Amendment No. 2 to the Agreement, to: (i) exercise the first one-year option to extend the term of the Agreement, thereby extending the term through December 31, 2025 (unless earlier terminated in accordance with Article 7); (ii) authorize funding in the amount of $2,060,500 for continuation of the current service schedule for the one-year extension period, thereby increasing the not-to-exceed Contract Sum to $7,813,000; (iii) adjust the specified pricing for optional Sunday service should City choose to add such services; (iv) include the possibility of renegotiation of (a) the compensation to Long Beach Transit for the services during the one-year extension period, and (b) level of services to be provided during such period, in the event the Proposition A and Proposition C funding received by the City drops by ten percent (10%) or more. Additionally, City and Long Beach Transit corrected an error in the Agreement concerning the description of Long Beach Transit's nonprofit entity type.

D. City and Long Beach Transit now desire to further amend the Agreement, by this Amendment No. 3, to: (i) exercise the second and final one-year option to extend the term of the Agreement, thereby extending the term through December 31, 2026 (unless earlier terminated in accordance with Article 7); (ii) authorize funding in the amount of $2,060,500 for continuation of the current service schedule for said one-year extension period, thereby increasing the not-to-exceed Contract Sum to $9,873,500; (iii) continue the specified pricing as

adjusted by Amendment No. 2 for optional Sunday service should City choose to add such services during the second and final one-year extension period; and (iv) continue the possibility of renegotiation of the level of services to be provided during such period, in the event the Proposition A and Proposition C funding received by the City drops by ten percent (10%) or more.

E. This Amendment No. 3 is made pursuant to Section 9.4 of the Agreement, as were Amendment No. 1 and 2.

F. Pursuant to Carson Municipal Code ("CMC") Section 2611(i)(7), the City's purchase of services from other governmental agencies that are not covered under a specific interagency agreement does not require compliance with the bidding provisions of the City's purchasing ordinance (Chapter 6 of Article II of the CMC) so long as funds have been properly appropriated and such purchases conform with all other requirements of the City's purchasing ordinance. The foregoing exemption is applicable to the City's procurement of the services provided for in the Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3.

TERMS

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

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

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Long Beach Transit 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 Million Eight Hundred Seventy-Three Thousand Five Hundred Dollars ($9,873,500)*** ~~Seven Million Eight Hundred Thirteen Thousand Dollars ($7,813,000)~~ for the initial three-year term of this Agreement plus the extension period***s*** through December 31, ***2026*** ~~2025~~ (the "Contract Sum"). The annual compensation shall not exceed One Million Seven Hundred Seventy Thousand Dollars ($1,770,000.00) for each year of the initial three-year term**,** $442,500 for the extension period through December 31, 2024***,*** ~~and~~ $2,060,500 for the one-year extension period from January 1, 2025 through December 31, 2025~~.~~***, and $2,060,500 for the one-year extension period from January 1, 2026 through December 31, 2026."***

B. Section 3.4 (Term) of this 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 through December 31, ***2026*** ~~2025, with one subsequent one-year option that may be~~

~~exercised by a duly approved and executed amendment to this Agreement entered into between the Parties, with the option (if exercised) commencing January 1, 2026~~."

C. Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as set forth in the Exhibit "C" attached hereto (added text is shown in bold italics, deleted text in strikethrough font).

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, Amendment No. 2, and this Amendment No. 3 to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Long Beach Transit each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement (and as amended by Amendment No. 1 and Amendment No. 2). 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, as amended, is currently an effective, valid, and binding obligation.

Long Beach Transit 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 Long Beach Transit that, as of the date of this Amendment No. 3, Long Beach Transit 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 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 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 the following page]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 on the date(s) and year set forth below, with express intent that this Amendment No. 3 shall be effective as of the date first-above written, except as otherwise provided herein.

CITY:

CITY OF CARSON, a California municipal corporation

_____

Lula Davis-Holmes, Mayor

Date: _____, 2025

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

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

LONG BEACH TRANSIT:

LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California nonprofit mutual benefit corporation

By: _____
Name: Kenneth A. McDonald
Title: President/CEO

Date: _____, 2025

APPROVED AS TO FORM:

By: _____
Name: Vincent C. Ewing
Title: General Counsel
Address: 4801 Airport Plaza Dr., 8th Floor
Long Beach, CA 90815

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **Long Beach Transit shall perform the Base Services at the flat annual rate of $1,770,000 (i.e., per 12 months of service) for the initial three-year term of this Agreement (the "Base Services Rate"). Long Beach Transit shall perform the Base Services at the flat rate of $442,500 for the extension period commencing upon the conclusion of initial three-year term of this Agreement and continuing through December 31, 2024. Long Beach Transit shall perform the Base Services at the flat rate of $2,060,500 for the one-year extension period commencing on January 1, 2025 and continuing through December 31, 2025.** ***Long Beach Transit shall perform the Base Services at the flat rate of $2,060,500 for the one-year extension period commencing on January 1, 2026 and continuing through December 31, 2026.***

II. **The additional or enhanced service options specified in Section I.E of Exhibit "A", if and when authorized pursuant to said Section I.E during the term of this Agreement, shall be performed at the following flat annual rates (i.e., per 12 months of service, with actual compensation due for any relevant billing period prorated as necessary based on the timing of authorization):**

A. Add Sunday service (Saturday hours) to Base Services: add $164,500 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate. Notwithstanding the foregoing, should addition of this service be authorized pursuant to Section I.E of Exhibit "A" for the one-year extension period commencing on January 1, 2025 and continuing through December 31, 2025 ***or the one-year extension period commencing on January 1, 2026 and continuing through December 31, 2026***, the flat annual rate to add this service would be $237,800 (subject to proration as necessary to correspond to any authorization to add this service for a portion of the one-year extension period).

B. Add one additional hour of service on weekdays to Base Services: add $122,400 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

C. Add one additional hour of service on Saturdays to Base Services: add $25,200 (+/- the rate of inflation to be determined at time of contract amendment) annually to Base Services Rate.

III. The total compensation for the Services shall not exceed ***$9,873,500*** ~~$7,813,000~~ for the initial three-year term of this Agreement plus the extension periods through December 31, ***2026*** ~~2025~~, as provided in Section 2.1 of this Agreement.

IV. The City and Long Beach Transit shall reopen negotiations as to the rates of compensation specified in this Exhibit "C" and the level of services provided by Long Beach Transit to the City pursuant to Exhibit "A" for the service period from July 1, 2025 through ***June 30, 2026*** ~~December 31, 2025~~, and may, but are not obligated to, enter into an amendment to the Agreement related to the same pursuant to Section 9.4 of the Agreement, if the Proposition A and Proposition C funding collectively received by the City for Fiscal Year 2025-26 drops by ten percent (10%) or more compared to Fiscal Year 2024-25.

V. The City and Long Beach Transit shall reopen negotiations as to the level of services provided by Long Beach Transit to the City pursuant to Exhibit "A" for the service period from July 1, 2026 through December 31, 2026, and may, but are not obligated to, enter into an amendment to the Agreement related to the same pursuant to Section 9.4 of the Agreement, if the Proposition A and Proposition C funding collectively received by the City for Fiscal Year 2026-27 drops by ten percent (10%) or more compared to Fiscal Year 2025-26.

Report to Honorable Mayor and City Council

Wednesday, November 5, 2025, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 5 TO THE AGREEMENT WITH JOHNSON CONTROLS, INC., CONTRACT (23-083) FOR INSTALLATION OF ADDITIONAL CARD READERS AND RELATED ACCESS CONTROL EQUIPMENT IN THE CITY HALL BASEMENT, AND TO INCREASE THE CONTRACT SUM (CITY COUNCIL)

I. SUMMARY

On March 27, 2023, the City and Johnson Controls, Inc. (Contractor) entered into a contract to provide citywide video surveillance and access control systems at City facilities including City Parks, City Hall, the Community Center, and the Corporate Yard at a cost not to exceed $5,165,644.08 (Exhibit No. 3).

On October 24, 2023, the parties executed Amendment No. 1 (Exhibit No. 4) to increase the contract amount by $686,331.00 to temporarily add CCTV trailers and Mobile Marshall camera units under the City's emergency procedures, increasing the contract sum to $5,851,975.08.

On December 5, 2023, Amendment No. 2 (Exhibit No. 5) was approved to upgrade the camera sensor types from single-sensor to multi-sensor cameras with additional cloud storage and to compress the one-year installation schedule to six months. This increased the contract sum by $659,861.35, bringing the total to $6,511,836.44.

On September 17, 2024, Amendment No. 3 (Exhibit No. 6) provided for installation of additional materials to expand the Access Control and CCTV Surveillance systems. Johnson Controls provided a $150,000 credit toward the $1,740,485.59 proposal, reducing the net increase to $1,590,485.59 and bringing the total contract sum to $8,102,322.03.

On May 6, 2025, Amendment No. 4 (Exhibit No. 7) was approved to further expand the Access Control and CCTV Surveillance systems in conjunction with the City Hall Basement and Emergency Operations Center renovation project (PW1731) at a cost of $144,447.68, increasing the contract sum to $8,246,769.71.

Staff is now requesting City Council approval of Amendment No. 5 (Exhibit No. 1) to authorize installation of additional card readers and related access control hardware in the City Hall basement. Johnson Controls has provided a quotation dated September 17, 2025, totaling $11,751.81 for two new card readers, cabling, programming, and commissioning (Exhibit No. 2). Staff recommends including an additional $30,000.00 as contingency for potential future reader or camera additions, bringing the total proposed amendment amount to $41,751.81. Approval of Amendment No. 5 will increase the contract sum from $8,246,769.71 to $8,288,521.52.

II. RECOMMENDATION

Take the following actions:

1. APPROVE Amendment No. 5 to the agreement with Johnson Controls, Inc. (Exhibit No. 1) to increase the contract sum from $8,246,769.71 to $8,288,521.52; and
2. AUTHORIZE the Mayor to execute Amendment No. 5, following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

City Council awarded a five-year contract to the lowest responsive and qualified bidder, Johnson Controls, Inc., to provide citywide video surveillance and access control systems including monitoring and maintenance of City Parks, City Hall, the Community Center, and the Corporate Yard at a cost not to exceed $5,165,644.08. City Council also authorized construction contingencies in the amount of $774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

Due to increased crime-related activity at various City Parks and City Corporate Yard, staff made an emergency request to City Council to approve expenditures pursuant to Section 2611(d) of the City's Municipal Code in the amount of $686,331.00 resulting in Amendment No. 1 which was approved by the City Council on November 7, 2023. This measure included the rental and temporary placement of CCTV trailers and Mobile Marshall camera units for a period of six (6) months. This amendment resulted in an increase to the base contract sum of $5,165,644.08 to$5,851,975.08. The amendment amount was applied to the $774,846.61 project contingency resulting in $88,515.61 remaining.

On December 5, 2023, staff returned to City Council for approval of Amendment No. 2. This amendment provided an upgrade to the Citywide video surveillance cameras to multi-sensors with additional cloud storage and changes to the schedule by compressing the one-year (1) installation period to six (6) months. This amendment increased the contract amount by $659,861.35, which increased the total contract sum from $5,851,975.08 to $6,511,836.44. Resolution No. 23-195 was also approved allowing a budget transfer from Project PW1737 to Project PW1674 in the 2023-24 Capital Improvement Program budget. It is important to note that the City has adopted the 2021 Edition of the Standard Specifications for Public Works Construction ("Greenbook") as part of the original agreement. Under the Greenbook, change orders for the amount contemplated in Amendment No. 2 are permitted without bidding considerations so long as both City and contractor agree.

On September 17, 2024, staff returned to City Council for approval of Amendment No. 3. This amendment provided the purchase and installation of additional equipment to expand the Access Control and CCTV Surveillance systems after it was determined that additional coverage and more access control points were needed. That purchase and installation came to a total of $1,740,485.59. However, the original agreement included a $150,000.00 allowance for additional services, which had not yet been used. As a result, Johnson Controls provided the City with a $150,000.00 credit reducing the cost of Amendment No. 3 to $1,590,485.59. Amendment No. 3 increased the contract amount from $6,511,836.44 to $8,102,322.03.

On May 6, 2025, staff returned to City Council for approval of Amendment No. 4. This amendment expanded system coverage within the City Hall Basement and Emergency Operations Center renovation project (PW1731) at a cost of $144,447.68, bringing the total contract sum to $8,246,769.71.

Staff is now requesting City Council approval for Amendment No. 5 to allow the installation of two additional card readers in City Hall to ensure complete access control coverage of secured entrances and internal doorways following completion of the basement renovation project. Johnson Controls has provided a quotation dated September 17, 2025, totaling $11,751.81 for the installation of two new card readers, cabling, programming, and commissioning. Staff recommends including an additional $30,000.00 to serve as contingency funding for potential future reader or camera additions, bringing the total amendment amount to $41,751.81. If approved, Amendment No. 5 will increase the total contract sum from $8,246,769.71 to $8,288,521.52.

V. FISCAL IMPACT

If Amendment No. 5 is approved, sufficient funds are available in Account No. 101-55-592-127-8004 (Public Safety Facility Security Equipment). No additional appropriations are requested. The additional $30,000 above the quoted cost will serve as contingency funding for potential future reader or camera additions under the City's access control expansion program.

VI. EXHIBITS

1. Proposed Amendment No. 5 to contract with Johnson Controls, Inc.
2. Johnson Controls Quotation dated September 17, 2025
3. Original Contract No. 23-083
4. Amendment No. 1 to Contract No. 23-083
5. Amendment No. 2 to Contract No. 23-083
6. Amendment No. 3 to Contract No. 23-083
7. Amendment No. 4 to Contract No. 23-083

Attachments

1. Johnson Controls Amendment 5.pdf
2. Johnson Controls Quotation dated September 17, 2025.pdf
3. Original Contract No. 23-083.pdf
4. Amendment No. 1.pdf
5. Amendment No. 2.pdf
6. Amendment No. 3.pdf
7. Amendment No. 4 to Contract No. 23-083.pdf

AMENDMENT NO. 5

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment No. 5") by and between the City of Carson, a California municipal corporation ("City") and Johnson Controls, Inc., a Wisconsin corporation ("Contractor") is effective as of the 21st day of October, 2025. City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated March 27, 2023 ("Agreement"), whereby Contractor agreed to provide an external/internal Video Surveillance system and Access Control System for the City's 12 parks, Corporate Yard, City Hall, and Community Center, to replace currently existing systems with a consistent, unified, and expandable solution, for a Contract Sum not to exceed $5,165,644.08. On March 21, 2023, the City Council authorized the expenditure of construction contingencies in the amount of $774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

B. City has recently experienced increased crime and therefore is in need of immediately increased security and video surveillance measures to improve the safety and security of City facilities and City staff members at various City parks and Corporate Yard. In connection therewith and pursuant to Section 2611(d) of the City's Municipal Code, City has initiated procurement of temporary CCTV trailers, mobile marshalls, and camera units by renting such equipment from Contractor for a period of six (6) months under City's emergency procedures, and now City and Contractor seek to enter into this Amendment to formally memorialize and set forth the terms and conditions of Contractor's provision of such additional equipment.

C. City and Contractor entered into an amendment to the Agreement dated October 24, 2023 ("Amendment No. 1") to add temporary CCTV trailers, mobile marshalls, and camera units to provide additional security at City parks and the Corporate Yard on an equipment rental basis, thereby increasing the Contract Sum by $686,331.00, from $5,165,644.08 to $5,851,975.08. Application of the $686,331.00 to the $774,846.61 contingency approved by the City Council resulted in $88,515.61 remaining in the approved contingency.

D. City and Contractor entered into another amendment to the Agreement dated December 5, 2023 ("Amendment No. 2") to allow for Change Order 1 to change the camera sensor types from single-sensor to multi-sensor for several cameras for a cost not to exceed $480,942.48, so that there will be a total of 206 multi-sensor cameras and 662 single-sensor cameras for a total of 868 cameras, and Change Order 2 to reduce the Schedule of Performance from one year after receiving a Notice to Proceed to March 31, 2024 at an additional cost of $178,918.88, for a total additional cost of $659,861.35.

E. City and Contractor entered into another amendment to the Agreement dated September 17, 2024 ("Amendment No. 3") to allow for Change Order 3 for Contractor to provide

a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems for an additional amount of $1,590,485.59, thereby bringing to adjusted Contract Sum to $8,102,322.03.

F. The Agreement provides for a $150,000 "allowance" to cover additional services required thereunder as requested and authorized by the City, for such items associated with permitting, trenching, conduit installation, electrical work, wiring, additional inspections, geotechnical services, public information and notifications, material/concrete testing, utility/permits, or other unforeseen conditions uncovered and authorized by the City. Because none of the allowance had been used, Contractor provided City a credit of $150,000 toward the cost charged to City under Change Order 3.

G. City and Contractor entered into another amendment to the Agreement dated May 6, 2025 ("Amendment No. 4") to allow for Change Order 4 for Contractor to provide a turnkey, complete installation of additional material and labor to expand the new Access Control and CCTV Surveillance systems per the drawings and remodel of the City Hall Basement for an additional amount of $144,447.68, thereby bringing the adjusted Contract Sum to $8,246,769.71.

H. Now, the Parties seek to enter into this Amendment No. 5 to allow for Change Order 5 for Contractor to provide and install the materials necessary for the addition of two new card readers at the door locations designated by City for an additional amount of $11,751.81 and add another $30,000.00 as a contingency only in the event City elects to have additional card readers installed, thereby bringing the adjusted Contract Sum to $8,288,521.52.

I. Section 1.2 of the Agreement adopts the provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata ("Greenbook"). The Greenbook authorizes the Parties to incorporate Change Order 5 into the Agreement.

TERMS

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 5.

2. Terms and Definitions. All words, terms and phrases used or referenced in this Amendment No. 5, not expressly defined in this Amendment No. 5, shall have the same meaning ascribed to them in the Agreement.

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

A. Section 1.1 (Scope of Work) is hereby amended to read in its entirety as follows:

"**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 RFP 22-046

Access Control and Video Surveillance Systems, Exhibit "A-1," Exhibit "A-2**,**" Exhibit "A-3"**,** ~~and~~ Exhibit "A-4" ***and Exhibit "A-5"*** ("**Global Project**"). Exhibit "A-1" describes the temporary CCTV trailers, mobile marshalls, and camera units to be rented to City by Contractor for a period of six (6) months commencing October 24, 2023 and continuing through April 23, 2024. Exhibit "A-2" describes Change Order 1 and Change Order 2, Exhibit "A-3" describes Change Order 3**,** ~~and~~ Exhibit "A-4" describes Change Order 4 ***and Exhibit "A-5" describes Change Order 5***. The Global Project requires Contractor to provide an external/internal Video Surveillance system and Access Control System for the City's 12 Parks, Corporate Yard, City Hall, and Community Center to replace the currently existing systems with a consistent, unified, and expandable solution. Such work will include, but will not be limited to, provision of a full turnkey system involving design, purchase, installation, configuration, software licenses, support and maintenance services. Change Order 3 will require Contractor to provide a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain 90 days storage. Change Order 4 will require Contractor to provide a turnkey, complete installation of additional material and labor to expand the new Access Control and CCTV Surveillance systems per the drawings and remodel of the City Hall Basement. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain 90 days storage. ***Change Order 5 will require Contractor to provide and install the materials necessary for the addition of two new card readers at the door locations designated by City.*** 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. All of the work described in Exhibit "A-2," Exhibit "A-3," Exhibit "A-4**,**" ***Exhibit "A-5"*** and Contractor's Bid items with the exception of 1, 10 and 14, will comprise the public works component of the Global Project ("**Project**"). As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor's Bid/Proposal dated January 9, 2023, 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."

B. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

"**2.1 Contract Sum**.

Subject to any limitations set forth in this Agreement, City agrees to pay 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 Eight Million Two Hundred ***Eighty Eight*** ~~Forty Six~~ Thousand ***Five*** ~~Seven~~ Hundred ***Twenty One*** ~~Sixty Nine~~ Dollars and ***Fifty Two*** ~~Seventy One~~ Cents (***$8,288,521.52*** ~~$8,246,769.71~~) ("**Contract Sum**") for completion of the Global Project***, with $30,000 of this amount serving only as a contingency in the event additional card readers will be needed and installed, similar to those detailed in Change Order 5***. Of this amount, the amount attributable to the Project is ***not to exceed*** Five Million ***Two*** ~~One~~ Hundred ***Thirty One*** ~~Eighty Nine~~ Thousand ***Five*** ~~Seven~~ Hundred ***Twenty Six*** ~~Seventy Four~~ Dollars and ***Four*** ~~Twenty Three~~ Cents (***$5,231,526.04*** ~~$5,189,774.23~~)***, with $30,000 of this amount serving only as a contingency in the event additional card readers will be needed and installed, similar to those detailed in Change Order 5***."

C. Section 3.1 (Schedule of Performance; Term) is hereby amended to read in its entirety as follows:

"**3.1 Schedule of Performance; Term.**

Contractor shall complete the Project minus the work detailed in Exhibit A-3 and Exhibit A-4 by no later than March 31, 2024 in accordance with the schedule contained in Change Order 2, and any revisions thereof approved by the City in writing. Contractor shall complete the work required in Exhibit A-3 by no later than March 31, 2025***,*** ~~and~~ shall complete the work required in Exhibit A-4 by no later than August 6, 2025***, and shall complete the work required in Exhibit A-5 by no later than January 21, 2026***. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. Once the Project is accepted by the City, Contractor will provide City with the services detailed in Bid items 10, the training component of 13, and 14 for a period of five (5) years, consistent with the performance schedule detailed in Contractor's Bid/Proposal dated January 9, 2023. Additionally, Contractor will provide the services set out in Exhibit A-1 for a six (6) month period, commencing October 24, 2023 and continuing through April 23, 2024."

D. Exhibit "A-5" (Change Order 5) is hereby added to the Scope of Work of the Agreement immediately following Exhibit A-4 and shall read in its entirety as follows:

See attached Exhibit "A-5."

4. Continuing Effect of Agreement. Except as amended by this Amendment No. 5, all provisions of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 5, Amendment No. 4, Amendment No. 3, Amendment No. 2 and Amendment No. 1.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations

arising under the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4. 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, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 5, 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. 5, 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. 5.

7. Authority. The persons executing this Amendment No. 5 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. 5 on behalf of said party, (iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of this Amendment No. 5, and (iv) the entering into this Amendment No. 5 does not violate any provision of any other agreement to which said party is bound.

8. Counterparts. This Amendment No. 5 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. 5.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 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:

JOHNSON CONTROLS, INC., a Wisconsin corporation

_____
Name: James Parker
Title: Branch Installation Manager

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 "A-5"

CHANGE ORDER 5

Contractor will provide and install the materials necessary for the addition of 2 new card readers at the door locations designated by City. This includes the delivery, and installation of the items listed below. Contractor will provide a complete installation of materials including the necessary cable with the associated routing and wall penetrations for the cleanest possible installation, and the connection to and programming to City's Qumulex head end system. Contractor will also provide programming, testing and commissioning.

TOTAL QUOTE			**$ 11,751.81**
Labor Total			$ 5,314.51
Sales Tax			$ 413.67
Material			$ 6,023.63
	SOFTWARE - LICENSE		
QXP	Qumulex Single Pro Cloud Resource (Door) License	2	
	HEAD-END		
QXEP-MR52-S3B	MR-52 Mercury Reader Interface board - Dual Reader	1	
939393	LIFSAF PW - E8M2- BOXED: Power supply w/enclosure, supports 8 MR-52 boards	1	
IM 1272F1	Battery Back Up	1	
	FIELD DEVICES		
10372122	40NKS-00-00192U: Signo 40 Card Reader, Blk/Slvr, OSDP, V1 32-B	2	
417721	GRI 180-12-B: Door Contact 3/4 recessed Brn, with leads	2	
T.REX-LT-NL	KANTECH, REX Detector	2	
ETH4W4545	Electric Transfer Hinge	1	
SCH ND80BDEL/EU RHO 626	Schlage Electric Cylinder Lock	1	
ETH4W4545	Electric Transfer Hinge	1	
T454932AYW	18-6C + 18-4C + 16-2C + 22-4C COMPOSITE CABLE O/A LSPVC JKT YEL CMP	2	
Misc Material	EMT Conduit, Connectors, Fittings, misc.	1	

Johnson Controls

Improving Safety & Sustainability

Mark Thummel
Account Executive
mark.a.thummel@jci.com
Cell: (702) 664-9100

Proposal / Quotation

September 17, 2025

CITY OF CARSON
City Hall 2 Reader Addition

Project: Provide Access Control for 2 New Door Locations - City Hall Basement
Site: City Hall, 701 Carson Street, Carson, CA 9074

Attn: Nora Garcia, Director of Public Safety & Emergency Management

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

Project Description : Provide and install the materials necessary for the addition of 2 new card readers at the door locations designated by the customer.

Johnson Controls, Inc. Base Scope of Work: This proposal includes the delivery, and Installation of the items listed in the BOM / Bill of Materials for the addition of Four new card readers. JCI will provide a complete installation of materials including the necessary cable with the associated routing and wall penetrations for the cleanest possible installation, and the connection to and programming to your Qumulex head end system. JCI will provide programming, testing and commissioning.

Note: All equipment availability will be provided at the date material is released to be ordered. Final equipment prices are based on the prices at the time of the delivery. Delivery dates are based on manufacturer availability and Johnson Controls Inc. will not be responsible for any delays of any equipment at any time. manufacturer availability and Johnson Controls, Inc. will not be responsible for any delays of any equipment at any time. *This quote includes estimated sales tax only.* **Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.**

TOTAL QUOTE			**$ 11,751.81**
Labor Total			$ 5,314.51
Sales Tax			$ 413.67
Material			$ 6,023.63
	SOFTWARE - LICENSE		
QXP	Qumulex Single Pro Cloud Resource (Door) License	2	
	HEAD-END		
QXEP-MR52-S3B	MR-52 Mercury Reader Interface board - Dual Reader	1	
939393	LIFSAF PW - E8M2- BOXED: Power supply w/enclosure, supports 8 MR-52 boards	1	
IM 1272F1	Battery Back Up	1	
	FIELD DEVICES		
10372122	40NKS-00-00192U: Signo 40 Card Reader, Blk/Slvr, OSDP, V1 32-B	2	
417721	GRI 180-12-B: Door Contact 3/4 recessed Brn, with leads	2	
T.REX-LT-NL	KANTECH, REX Detector	2	
ETH4W4545	Electric Transfer Hinge	1	
SCH ND80BDEL/EU RHO 626	Schlage Electric Cylinder Lock	1	
ETH4W4545	Electric Transfer Hinge	1	
T454932AYW	18-6C + 18-4C + 16-2C + 22-4C COMPOSITE CABLE O/A LSPVC JKT YEL CMP	2	
Misc Material	EMT Conduit, Connectors, Fittings, misc.	1	

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Mark Thummel
Account Executive
mark.a.thummel@jci.com
Cell: (702) 664-9100

Exclusions & Clarifications

- The card holder database to be provided to Johnson Controls by the customer.
- Additional consumables from the BOM items are not included.
- Blank access control cards are not included.
- Network connectivity and related materials to be provided by the customer.
- 120 VAC circuits for Security equipment excluded.
- Cabling to be installed/wired to EIA/TIA 568-B standards.
- Permits and fees are not included.
- Johnson Controls standard terms and conditions apply.

BILLING / TERMS AND CONDITIONS

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Schedule of Values	
Description of Work	**%**
Deposit/Advanced Payment/ Mobilization	**50%**
Prior to Delivery (Engineering / Materials)	**20%**
Monthly Progress Billing (Installation / Commissioning	**30%**
***To be mutually agreed upon in writing at a later date**	

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:
PO is required to facilitate billing:

☐ **No:** This signed contract satisfies requirement ☐ **Yes:** Please reference this PO Number _____

AR Invoices are accepted via e-mail: ☐ **YES:** E-mail address to be used: _____

☐ **NO:** Please submit via _____

Deposit Invoice accepted (___50___%): ☐ **No:** ☐ **Yes:**

Name: _____ Company Name: _____

Customer Signature: _____ **Date:** _____

Name: Mark Thummel **Company Name:** Johnson Controls Inc. **Date:** 9-17-2025

JCI Authorized Approval Signature: _____ **Date:** _____

Standard Terms and Conditions – U.S.A. and Canada

"JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement" resulting from JCI's proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

The information contained in this document is proprietary to Johnson Controls Inc. Use or disclosure of this information, except for purposes of evaluation, is Prohibited without the written permission of Johnson Controls Inc. This information is copyrighted.

Mark Thummel
Account Executive
mark.a.thummel@jci.com
Cell: (702) 664-9100

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JCI and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JCI, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. JCI's obligation is limited to the scope of work set forth in JCI's proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JCI be required to perform any work JCI reasonably believes is outside the scope of work without a written change order signed by Purchaser and JCI. In the performance of the work, if JCI encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JCI shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JCI's costs of, or time required for, performance of any part of the work, JCI shall be entitled tom and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI's obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to such hazards or substances without JCI's express written consent.

(2) DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JCI pursuant to the progress billing schedule of values set forth in JCI's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JCI will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JCI progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms.

Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JCI's efforts to collect payment, Purchaser shall immediately notify JCI in writing and explain the basis of the dispute. JCI may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices for products covered by this proposal may be adjusted by JCI, upon notice to Purchaser at any time prior to shipment and regardless of Purchaser's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

(3) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

(4) LIMITED WARRANTY. JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) monthly from delivery of said equipment, or if installed by JCI, for a period of twelve (12) months from installation, whichever occurs first. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through JCI owned and operated branches, JCI also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at https://www.johnsoncontrols.com/yearoneservice (collectively, "Year One Service"). JCI will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF**

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MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(5) LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

(6) TAXES/TARIFFS. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, Purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work. Pricing for products and parts covered by this proposal does not include any amounts for changes in tariffs or other similar charges imposed and/or enacted by a government. At any time prior to shipment, JCI shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in tariffs or similar charges due to such changes.

(7) DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI.

(8) COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

(9) SCHEDULE. JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.

(10) DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United State, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Purchaser will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include JCI claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

(11) INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given, or premium paid by JCI for insurance afforded by others.

(12) INDEMNITY. To the fullest extent permitted by law, JCI and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

(13) PATENTS. JCI shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JCI prompt written notice of any such Claim, (ii) Purchaser gives JCI full authority to defend or settle any such Claim, and (iii) Purchaser gives JCI proper and full information and assistance, at JCI's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JCI will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JCI does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JCI, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JCI, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JCI and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JCI's indemnity obligation herein.

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(14) OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

(15) PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(16) FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

(17) FAR. In the United States, JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

(18) DIGITAL ENABLED SERVICES; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI the right to collect, transfer, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

(19) JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(20) PRIVACY.

(a) *JCI as Processor.* Where JCI factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

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(b) *JCI as Controller.* JCI will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at https://www.johnsoncontrols.com/privacy. Purchaser acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

(22) CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

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Exhibit No. 3

PUBLIC WORKS AGREEMENT BETWEEN THE CITY OF CARSON AND JOHNSON CONTROLS, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this 27th day of March, 2023, by and between the City of Carson, a California charter city ("**City**") and Johnson Controls, Inc., a Wisconsin 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 RFP 22-046 Access Control and Video Surveillance Systems ("**Global Project**"). The Global Project requires Contractor to provide an external/internal Video Surveillance system and Access Control System for the City's 12 Parks, Corporate Yard, City Hall, and Community Center to replace the currently existing systems with a consistent, unified, and expandable solution. Such work will include, but will not be limited to, provision of a full turnkey system involving design, purchase, installation, configuration, software licenses, support and maintenance services. 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. All of Contractor's Bid items with the exception of 1, 10 and 14 will comprise the public works component of the Global Project

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("**Project**"). As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor's Bid/Proposal dated January 9, 2023, 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

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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."

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(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

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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 Global 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, Contractor's Bid/Proposal dated January 9, 2023, 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

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replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

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

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

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

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

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

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

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

1.13 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed Five Million One Hundred Sixty Five Thousand Six Hundred Forty Four Dollars and Eight Cents (**$5,165,644.08**) ("**Contract Sum**") for completion of the Global Project. Of this amount, the amount attributable to the Project is Two Million Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine Dollars and Sixty One Cents (**$2,794,979.61**).

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; TERM

3.1 Schedule of Performance; Term.

Contractor shall complete the Project within one (1) year after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. Once the Project is accepted by the City, Contractor will provide City with the services detailed in Bid items 10, the training component of 13, and 14 for a period of five (5) years, consistent with the performance schedule detailed in Contractor's Bid/Proposal dated January 9, 2023.

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:

Andrew Krynen	Regional Vice President
(Name)	(Title)
Mark Thummel	Account Executive-Building Solutions
(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 Ken McKay, Public Safety Manager, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, except as permitted in the Bid Documents, 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.

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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 CG 00 01, 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 CA 00 01 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.

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(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

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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 Global Project accepted by City up to the effective date of termination unless any portion of the Global Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

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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.

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(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.

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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.

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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 AK

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]

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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 R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

*By: Andrew Krynen
Name: Andrew Krynen
Title: Area Vice President

*By: _____
Name: _____
Title: _____

Address: 5757 North Green Bay Avenue
Milwaukee, WI 53209

***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.**

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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 _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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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 _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

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NUMBER OF PAGES

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SIGNER(S) OTHER THAN NAMED ABOVE

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EXHIBIT A

CONTRACTOR'S BID

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Bonding, Mobilization, Insurance, and general conditions (limited to 10% of the total bid)	1	LS	$ 246,422.75	$ 246,422.75
2	Allowance	1	LS	$ 150,000.00	$ 150,000.00
3	Furnish and Install Pole and Foundation per Caltrans Standard Plan ES-7J and ES-7N – Type 15 FBS	5	EA	$ 8,714.87	$ 43,574.36
4	Remove and Dispose of all Existing Systems, Cameras, Devices, etc. Equipment from the Corporate Yard shall be salvaged.	1	LS	$ 33,918.89	$ 33,918.89
5	Furnish and Install an Integrated Access Control System and Storage at various locations per RFP requirements	1	LS	$ 272,025.03	$ 272,025.03
6	Furnish and install **Interior** Access Control Reader Devices at various locations per RFP requirements	160	EA	$ 1,625.83	$ 260,132.08
7	Furnish and Install **Exterior** Access Control Reader Devices at various locations per RFP requirements	53	EA	$ 1,629.33	$ 86,354.48
8	Furnish and install new integrated PTZ cameras as required in the RFP for City review and consideration	52	EA	$ 9,179.23	$ 477,320.03
9	Furnish and install new integrated fixed cameras as required in the RFP for City review and consideration	350	EA	$ 3,238.81	$ 1,133,583.37
10	Furnish and deploy a Cloud-based video/recording Solution per the RFP requirements	1	LS	$ 456,240.33	$ 456,240.33

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11	**Furnish and Install a 24-port Network switch** 10/100/1000 copper ports each with PoE+ Layer 3 with static routing, Managed, Dual power supplies Cisco Catalyst C9200L-24P-4G, Aruba JL320A, or approved equal Lifetime limited warranty, Non-subscription/web-based configuration	22	EA	$ 4,638.31	$ 102,042.85
12	**Furnish and Install a 48-port Network switch** 10/100/1000 copper ports each with PoE+ Layer 3 with static routing, Managed, Dual power supplies, Cisco Catalyst C9200L-48P-4G, Aruba JL320A, or approved equal Lifetime limited warranty, Non-subscription/web-based configuration	7	EA	$ 9,432.11	$ 66,024.78
13	System configuration and training	1	LS	$ 170,003.74	$ 170,003.74
14	System License, Maintenance, and Support – Provide annual cost to maintain/ support the system (Five (5) years)	5	EA	$ 333,600.28	$ 1,668,001.39
TOTAL BID AMOUNT:	**(Figures)**	$			5,165,644.08
	(Words)	Five million, one hundred sixty five thousand, six hundred, forty four dollars and eight cents.			

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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 5.1 (Insurance Coverages) of the Agreement is hereby amended to read in its entirety as follows:

"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 CG 00 01, 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 CA 00 01 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

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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.

(f) ***Cyber Liability. Technology professional liability errors & omissions insurance appropriate to Contractor's profession and the services hereunder with limits not less than $1,000,000 per claim/loss, and $1,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor 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, Contractor shall maintain such coverage for an additional period of three (3) years following termination of the contract. 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.

ii. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

iii. Liability arising from the failure of Contractor's proprietary technology products (software) required under the contract for Contractor to properly perform the services intended.

iv. Electronic Media Liability arising from personal injury, 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 by industry standards appropriate to the technology being used.

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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.

II. Section 5.2 (General Insurance Requirements), Subsection (b) (Proof of Insurance) of the Agreement is hereby amended to read in its entirety as follows:

"(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~~***Contractor will provide City policies of all required insurance within ten (10) business days of City's request only in the event of a dispute about the applicability of coverage to a specific loss or claim, and Contractor shall have the right to eliminate and redact any proprietary or confidential information from the policy***."

III. Section 5.3 (Indemnification) of the Agreement is hereby renamed and amended to read in its entirety as follows:

"**5.3 *General and Intellectual Property* 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 ***negligent*** 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

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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.

Contractor represents and warrants that it owns all intellectual property rights to the Products or otherwise is legally authorized to grant City the right to use the Products and all associated trademarks, and agrees to defend, indemnify, and hold harmless the City and pay all damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("Claims") against City to the extent that such Claims are based upon the Products directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement."

IV. Section 5.5 (Performance and Payment Bonds) of the Agreement is hereby amended to read in its entirety as follows:

"**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 ***cost for the Project, which is*** **$2,794,979.61** ~~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 ***cost for the Project, which is*** **$2,794,979.61**~~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."

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V. Section 6.3 (Ownership of Documents) of the Agreement is hereby renamed "Grant of License and Ownership of Documents," and amended to read in its entirety as follows:

"6.3 *Grant of License and* Ownership of Documents.

Contractor grants to City, its employees, officials, and agents a limited, non-exclusive, non-transferrable, royalty-free license for the term of this Agreement to use the software associated with the Global Project ("Product" or "Products"). The license granted to the City will allow at least 18 end users to use the Products but City reserves the right to increase the number of end users at any time. The City must not distribute, transfer, resell, assign, rent, lease or sublicense any Product or any of the City's rights under the license without Contractor's prior written consent. Unless otherwise provided in this Agreement, this will include not making any Product available in any medium or manner to any third party).

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."

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EXHIBIT C

PERFORMANCE BOND

We, Johnson Controls, Inc., a Wisconsin corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Two Million Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine U.S. Dollars and Sixty One Cents ($2,794,979.61)**. 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.

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EXHIBIT D

PAYMENT BOND

We, Johnson Controls, Inc., a Wisconsin corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Two Million Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine U.S. Dollars and Sixty One Cents ($2,794,979.61)**. 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.

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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.

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EXHIBIT E

INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

Company Logo

BILL TO:

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

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

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

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT	
AMOUNT DUE THIS BILLING PERIOD	$ -
PREVIOUS BILLING/ CHARGES	
CHANGE ORDER/ (+/-) AMENDMENT	
REMAINING CONTRACT BALANCE	$ - #####

Johnson Controls

DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Nathan D. Manning, President, Building Solutions, pursuant to the authority vested in him by: (i) a Sub-Delegation of Authority from the President of **Johnson Controls, Inc.**, a Wisconsin corporation ("JCI"), dated May 16, 2022, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of **Johnson Controls Fire Protection LP**, a Delaware limited partnership ("JCFP"), dated May16, 2022, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from **Johnson Controls Security Solutions LLC**, a Delaware limited liability company ("JCSS"), dated May 16, 2022, hereby authorizes:

Nicolas D'Alessandro
Market Director / Area Construction Sales Manager

(the "**Delegate**") to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
b. further sub-delegation of the above acts absent necessary approvals in writing;
c. the execution of surety, performance or bid bonds;
d. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
e. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such **Delegate** within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect for one year from the date of issue unless earlier terminated by JCI, JCFP or JCSS or shall automatically terminate upon the end of Delegate's employment with any affiliated company of Johnson Controls International plc.

Signed at Milwaukee, Wisconsin, this 24th day of June, 2022.

Johnson Controls, Inc. Johnson Controls Fire Protection LP, and Johnson Controls Security Solutions LLC

Nathan D. Manning
President, Building Solutions, NA

ATTESTS:

Steve W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.

Jennifer L. Leong
Vice President and Secretary
Johnson Controls Fire Protection LP

Lee M. Finney
Vice President and Secretary
Johnson Controls Security Solutions LLC

Johnson Controls

DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Nathan D. Manning, President, Building Solutions, pursuant to the authority vested in him by: (i) a Sub-Delegation of Authority from the President of **Johnson Controls, Inc.**, a Wisconsin corporation ("JCI"), dated May 16, 2022, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of **Johnson Controls Fire Protection LP**, a Delaware limited partnership ("JCFP"), dated May16, 2022, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from **Johnson Controls Security Solutions LLC**, a Delaware limited liability company ("JCSS"), dated May 16, 2022, hereby authorizes:

Andrew Krynen
Vice President, Area General Manager

(the "**Delegate**") to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
b. further sub-delegation of the above acts absent necessary approvals in writing;
c. the execution of surety, performance or bid bonds;
d. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
e. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such **Delegate** within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect for one year from the date of issue unless earlier terminated by JCI, JCFP or JCSS or shall automatically terminate upon the end of Delegate's employment with any affiliated company of Johnson Controls International plc.

Signed at Milwaukee, Wisconsin, this 20th day of May, 2022.

Johnson Controls, Inc. Johnson Controls Fire Protection LP, and Johnson Controls Security Solutions LLC

Nathan D. Manning
President, Building Solutions, NA

ATTESTS:

Steve W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.

Jennifer L. Leong
Vice President and Secretary
Johnson Controls Fire Protection LP

Lee M. Finney
Vice President and Secretary
Johnson Controls Security Solutions LLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2023

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 MARSH USA LLC. 540 West Madison Street Suite 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-.-14-22-23	**CONTACT NAME:** Chad Mannella **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com **INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147
INSURED Johnson Controls US Holdings, LLC Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010311374-01 **REVISION NUMBER:** 1

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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER		
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contractors Pollution Liability			MWZZ 313945 22	10/01/2022	10/01/2023	Per Occurrence	1,000,000
							General Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP 22-046 Access Control and Video Surveillance System.

CERTIFICATE HOLDER

City of Carson
701 E. Carson Street
Carson, CA 90745

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 of Marsh USA LLC

Chad Mannella

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2023

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 MARSH USA LLC. 411 E. Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 CN101230596-All-Cyber-23-24	**CONTACT NAME:** Chad Mannella **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com
INSURED Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Steadfast Insurance Company — 26387 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010311377-01 **REVISION NUMBER:** 1

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			SPR0131628-06	02/01/2023	02/01/2024	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

CERTIFICATE HOLDER

City of Carson
701 E. Carson Street
Carson, CA 90745

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 of Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

OTHER BROKER:

The Cyber Liability insurance referenced herein were placed by Aon Risk Services Central, Inc., or one or more of its subsidiaries or affiliates. Marsh is evidencing this coverage on this certificate for your convenience.

NAMED INSURED:

Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; Federal Energy Infrastructure Solutions, LLC; Foghorn Systems Inc.; Grinnell Fire Protection Solutions LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2023

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 MARSH USA LLC. 540 West Madison Street Suite 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-TycoE-GAWB-22-23	**CONTACT NAME:** Chad Mannella **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Old Republic Insurance Company	24147
INSURED Johnson Controls US Holdings, LLC Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-010310936-01 **REVISION NUMBER:** 3

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**			MWZY 313947-22	10/01/2022	10/01/2023	EACH OCCURRENCE	$ 5,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
	X Contractual Liability						MED EXP (Any one person)	$ 50,000
	X XCU Included						PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 20,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ INC IN GEN AGG
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			MWTB 313946-22 (Excludes New Hamp)	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,500,000
A	X ANY AUTO			MWTB 313949-22 (Primary NH $250k)	10/01/2022	10/01/2023	BODILY INJURY (Per person)	$
A	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			MWZX 313950-22 (Excess NH $2.25mm)	10/01/2022	10/01/2023	BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			Excess NH Auto is Follow Form			PROPERTY DAMAGE (Per accident)	$
				to Primary NH Auto				$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			MWC 313943-22 (AOS - see page 2)	10/01/2022	10/01/2023	X PER STATUTE [ ] OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A		MWXS 313944-22 (OH & WA)	10/01/2022	10/01/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	Builders Risk/ Install/ Contr. or Rental Eqp./ & See Attached							See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

City and its officers, officials, employees, and agents, and volunteers are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER

City of Carson
701 E. Carson Street
Carson, CA 90745

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

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls US Holdings, LLC Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

WORKERS COMPENSATION:
Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE:AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:
The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:
The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:
The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:
For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE
The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:
The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to $1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:
Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:
Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; Federal Energy Infrastructure Solutions, LLC; Foghorn Systems Inc.; Grinnell Fire Protection Solutions LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 22	Policy Period 10/01/22 - 10/01/23	Effective Date of Endorsement 10/01/22
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:
As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 22	Policy Period 10/01/22 - 10/01/23	Effective Date of Endorsement 10/01/22
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

GL 289 002 1012

Factory Mutual Insurance Company
300 S. Northwest Highway Park Ridge,
Illinois
60068
United States of America

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.:	1105399	**Policy Term**	
Account No.:	1-02013	**Effective Date:**	01 October 2022
		Expiration Date:	01-October 2023

NAMED INSURED:

Johnson Controls Inc., Tyco International Holding S.a.r.l., SimplexGrinnell LP, and see Named Insured list below.

DESCRIPTION AND LOCATION OF PROPERTY COVERED:	**Location No.:**	**INDEX No.:**
	INSL	000920.00

Description: Real and Personal Property
including Builders Risk

Location: Miscellaneous Property

COVERAGE IN FORCE:

Insurance Provided:	**Limit Of Liability:**
1. Builders Risk / Installation / Maintenance Contracts	USD 1,000,000
2. Rental Equipment / Contractors Equipment of the Named Insured	USD 1,000,000
3. Transportation	USD 1,000,000

As Respects Builders Risk coverage, coverage is provided for:
Personal Property consisting of materials, equipment, machinery and supplies designated for use in the construction or installation of projects or designated for use under maintenance contracts.

Real Property designated to be constructed or installed as part of the project and/or maintenance contract during installation and/or maintenance including in the due course of transit to and from the described project site per the terms and conditions of the policy.

The NAMED INSURED Includes: Air System Components, Inc.; American Chiller Mechanical Service LLC; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; Federal Energy Infrastructure Solutions, LLC; Grinnell Fire Protection Solutions LLC; Grinnell LLC; Hart & Cooley Trucking Company; Hart & Cooley, Inc.; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, Inc.; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitchi Air Conditoning North America LLC; Koch Filter Corporation; Master Protection, LP; Qolsys, Inc.; Retail Expert, Inc.; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Selkirk Corporation; Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation; ArkLaTek Mechanical Services; Richmond Alarm Company LLC; Silent-Aire USA Inc.; Johnson Controls Capital LLC

Certificate No: 00001-001

JOHNSON CONTROLS, INC.
5757 North Green Bay Avenue
Glendale, Wisconsin 53209, USA

Authorized Signature / Issue Date
Shelby Nelson / October 1, 2022

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

DocuSign Envelope ID: F0DA79E8-CD81-4F12-893D-BA3BE755E49B

Exhibit No. 4

AMENDMENT NO. 1

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment") by and between the City of Carson, a California municipal corporation ("City") and Johnson Controls, Inc., a Wisconsin corporation ("Contractor") is effective as of the 24th day of October, 2023 ("Effective Date"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated March 27, 2023 ("Agreement"), whereby Contractor agreed to provide an external/internal Video Surveillance system and Access Control System for the City's 12 parks, Corporate Yard, City Hall, and Community Center, to replace currently existing systems with a consistent, unified, and expandable solution, for a Contract Sum not to exceed $5,165,644.08. On March 21, 2023, the City Council authorized the expenditure of construction contingencies in the amount of $774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

B. City has recently experienced increased crime and therefore is in need of immediately increased security and video surveillance measures to improve the safety and security of City facilities and City staff members at various City parks and Corporate Yard. In connection therewith and pursuant to Section 2611(d) of the City's Municipal Code, City has initiated procurement of temporary CCTV trailers, mobile marshalls, and camera units by renting such equipment from Contractor for a period of six (6) months under City's emergency procedures, and now City and Contractor seek to enter into this Amendment to formally memorialize and set forth the terms and conditions of Contractor's provision of such additional equipment.

C. City and Contractor now desire to amend the Agreement effective retroactive to the Effective Date to add temporary CCTV trailers, mobile marshalls, and camera units to provide additional security at City parks and the Corporate Yard on an equipment rental basis, thereby increasing the Contract Sum by $686,331.00, from $5,165,644.08 to $5,851,975.08. Application of the $686,331.00 to the $774,846.61 contingency approved by the City Council results in $88,515.61 remaining in the approved contingency.

TERMS

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

A. **Section 1.1 (Scope of Work) is hereby amended to read in its entirety as follows:**

"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 RFP 22-046 Access Control and Video Surveillance Systems ("**Global Project**") ***and Exhibit "A-1". Exhibit "A-1" describes the temporary CCTV trailers, mobile marshalls, and camera units to be rented to City by Contractor for a period of six (6) months commencing October 24, 2023 and continuing through April 23, 2024***. The Global Project requires Contractor to provide an external/internal Video Surveillance system and Access Control System for the City's 12 Parks, Corporate Yard, City Hall, and Community Center to replace the currently existing systems with a consistent, unified, and expandable solution. Such work will include, but will not be limited to, provision of a full turnkey system involving design, purchase, installation, configuration, software licenses, support and maintenance services. 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. All of Contractor's Bid items with the exception of 1, 10 and 14***, and Exhibit "A-1,"*** will comprise the public works component of the Global Project ("**Project**"). As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor's Bid/Proposal dated January 9, 2023, 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."

B. **Subsection (b) of Section 1.12 (Additional Work and Change Orders) is hereby amended to read in its entirety as follows:**

"1.12 Additional Work and Change Orders.

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

C. **Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:**

"**2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay 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 ***Five Million Eight Hundred Fifty One Thousand Nine Hundred Seventy Five Dollars and Eight Cents ($5,851,975.08)*** ~~Five Million One Hundred Sixty Five Thousand Six Hundred Forty Four Dollars and Eight Cents ($5,165,644.08)~~ ("**Contract Sum**") for completion of the Global Project. Of this amount, the amount attributable to the Project is Two Million Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine Dollars and Sixty One Cents (**$2,794,979.61**)."

D. **Section 3.1 (Schedule of Performance; Term) is hereby amended to read in its entirety as follows:**

"3.1 **Schedule of Performance; Term.**

Contractor shall complete the Project within one (1) year after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. Once the Project is accepted by the City, Contractor will provide City with the services detailed in Bid items 10, the training component of 13, and 14 for a period of five (5) years, consistent with the performance schedule detailed in Contractor's Bid/Proposal dated January 9, 2023. ***Additionally, Contractor will provide the services set out in Exhibit A-1 for a six (6) month period, commencing October 24, 2023 and continuing through April 23, 2024.***"

E. **Section 4.3 (Project Manager) is hereby amended to read in its entirety as follows:**

"**4.3 Project Manager.**

The Project Manager shall be ***Nora A. Garcia, MPA, Emergency Services Manager*** ~~Ken McKay, Public Safety Manager~~, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in

writing by the City's Director of Public Works or City Engineer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement."

F. **Exhibit "A-1" (Additional Equipment Rental) is hereby added to the Scope of Work of the Agreement immediately following Exhibit "A" and shall read in its entirety as follows:**

See attached Exhibit "A-1."

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 Contractor 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.

Contractor 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 Contractor that, as of the date of this Amendment, Contractor 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(s) and year written below.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____, 2023

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

DocuSigned by:
andrew Krynen
F281DA2471D7488...

Name: Andrew Krynen
Title: Area Vice President

Address: 5757 North Green Bay Avenue
Milwaukee, WI 53209

11/17/2023
Date: _____, 2023

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.

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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 _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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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 _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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EXHIBIT "A-1"
ADDITIONAL EQUIPMENT RENTAL

Statement of Work

The purpose of this change order (C03) is to cover the cost of adding 21 temporary CCTV trailers to cover park security for 6 months. 10 mobile marshalls (smaller units) and 11 Ecamsecure MSU v3 4 camera unit (larger trailer). Off site live monitoring will be from 7pm-7am Monday-Sunday (12 hours each day can be adjusted). Remote access to video and live stream will be available.

Item/Part	Quantity	Unit Cost	Extended Cost
Ecamsecure Trailers	11	$27,336.45	$300,701
Proof HD Mobile Marshall	10	$33,013	$330,130
Labor-Setup/Take down/ Analytic Program	1	$55,500	$55,500
Total Cost			**$686,331**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2023

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 MARSH USA LLC. 540 West Madison Street Suite 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-TycoE-GAWB-23-24	**CONTACT NAME:** Chad Mannella **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Old Republic Insurance Company	24147
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-010310936-03 **REVISION NUMBER:** 18

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**			MWZY 313947-23	10/01/2023	10/01/2024	EACH OCCURRENCE	$	5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	5,000,000
	X Contractual Liability						MED EXP (Any one person)	$	50,000
	X XCU Included						PERSONAL & ADV INJURY	$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	20,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	INC IN GEN AGG
	OTHER:							$	
A	**AUTOMOBILE LIABILITY**			MWTB 313946-23 (Excludes New Hamp)	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
A	X ANY AUTO			MWTB 313949-23 (Primary NH $250k)	10/01/2023	10/01/2024	BODILY INJURY (Per person)	$	
A	OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			MWZX 313950-23 (Excess NH $4.75mm)	10/01/2023	10/01/2024	BODILY INJURY (Per accident)	$	
				Excess NH Auto is Follow Form			PROPERTY DAMAGE (Per accident)	$	
				to Primary NH Auto				$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			MWC 313943-23 (AOS - see page 2)	10/01/2023	10/01/2024	X PER STATUTE OTH-ER		
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A		MWXS 313944-23 (OH & WA)	10/01/2023	10/01/2024	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
	Builders Risk/ Install/ Contr.								See Attached
	or Rental Eqp./ & See Attached								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

City and its officers, officials, employees, and agents, and volunteers are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER

City of Carson
701 E. Carson Street
Carson, CA 90745

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 of Marsh USA LLC

Chad Mannella

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CN101230596

LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMPENSATION:

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE:AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE

The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to $1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:

Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:
As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

GL 289 002 1012

Factory Mutual Insurance Company
300 S. Northwest Highway Park Ridge,
Illinois
60068
United States of America

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.:	1121842	**Policy Term**	
Account No.:	1-02013	**Effective Date:**	01 October 2023
		Expiration Date:	01-October 2024

NAMED INSURED:

Johnson Controls Inc., Tyco International Holding S.a.r.l., and see Named Insured list below.

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Location No.: INSL

INDEX No.: 000920.00

Description: Real and Personal Property including Builders Risk

Location: Miscellaneous Property

COVERAGE IN FORCE:

Insurance Provided:	**Limit Of Liability:**
1. Builders Risk / Installation / Maintenance Contracts	USD 1,000,000
2. Rental Equipment / Contractors Equipment of the Named Insured	USD 1,000,000
3. Transportation	USD 1,000,000

As Respects Builders Risk coverage, coverage is provided for:
Personal Property consisting of materials, equipment, machinery and supplies designated for use in the construction or installation of projects or designated for use under maintenance contracts.

Real Property designated to be constructed or installed as part of the project and/or maintenance contract during installation and/or maintenance including in the due course of transit to and from the described project site per the terms and conditions of the policy.

The NAMED INSURED Includes: Air System Components, Inc.; American Chiller Mechanical Service LLC; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Eastern Sheet Metal, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Koch Filter Corporation; Master Protection, LP; M&M Refrigeration, LLC; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT LLC; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

Certificate No: 00001-001

JOHNSON CONTROLS, INC.
5757 North Green Bay Avenue
Glendale, Wisconsin 53209, USA

Authorized Signature / Issue Date
Shelby Nelson / October 1, 2023

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy No. MWC313943 23

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2023

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 MARSH USA LLC. 540 West Madison Street Suite 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-.-14-23-24	**CONTACT NAME:** Chad Mannella **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	

COVERAGES **CERTIFICATE NUMBER:** CHI-010311374-04 **REVISION NUMBER:** 12

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contractors Pollution Liability			MWZZ 313945 23	10/01/2023	10/01/2024	Per Occurrence	1,000,000
							General Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

CERTIFICATE HOLDER

City of Carson
701 E. Carson Street
Carson, CA 90745

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 of Marsh USA LLC

Chad Mannella

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AGENCY CUSTOMER ID: CN101230596

LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MARSH USA LLC.		Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

NAMED INSURED:

Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2023

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 MARSH USA LLC. 411 E. Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 CN101230596-All-Cyber-23-24	**CONTACT NAME:** Chad Mannella **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com
INSURED Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Steadfast Insurance Company — 26387 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010311377-01 **REVISION NUMBER:** 1

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			SPR0131628-06	02/01/2023	02/01/2024	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

CERTIFICATE HOLDER

City of Carson
701 E. Carson Street
Carson, CA 90745

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
of Marsh USA LLC

Chad Mannella

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AGENCY CUSTOMER ID: CN101230596
LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

OTHER BROKER:
The Cyber Liability insurance referenced herein were placed by Aon Risk Services Central, Inc., or one or more of its subsidiaries or affiliates. Marsh is evidencing this coverage on this certificate for your convenience.

NAMED INSURED:
Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; Federal Energy Infrastructure Solutions, LLC; Foghorn Systems Inc.; Grinnell Fire Protection Solutions LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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DocuSign Envelope ID: 5DDF8BA9-E3FA-4D59-BC9A-7DAF02A8DA3F

Bond No.: 015220915

EXHIBIT D

PAYMENT BOND

We, Johnson Controls, Inc., a Wisconsin corporation, as Principal, and Liberty Mutual Insurance Company, 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 Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine U.S. Dollars and Sixty One Cents ($2,794,979.61)**. 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.

DocuSign Envelope ID: 5DDF8BA9-E3FA-4D59-BC9A-7DAF02A8DA3F

Executed this 14th day of April, 2023.

Seal of Corporation

Johnson Controls, Inc.

By: _____
Authorized Representative of Principal

Title: Pieter Lens, Vice President and Treasurer

(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:

( ) Liberty Mutual Insurance Company
[name of surety]

Gretchen A. Eck, Surety Claims Counsel
Name

175 Berkeley Street
Street Number

2815 Forbs Avenue, Suite 102
Street Number

Boston, MA 02116
City and State

Hoffman Estates, IL 60192
City and State

(617) 357-9500
Telephone Number

(847) 396-7101
Telephone Number

By: _____
Donna M. Planeta, 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.

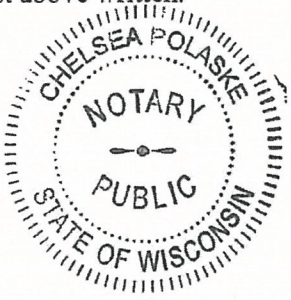
ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

On this 14th day of April, 2023, before me personally appeared Pieter Lens, known to me to be the Vice President and Treasurer of Johnson Controls, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



My Commission Expires: September 27, 2026

Chelsea Polaske

(SEAL)

Notary Public in the State of Wisconsin
County of Milwaukee

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 14th day of April, 20 23, before me, Robyn L. Salley, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

ROBYN L. SALLEY
NOTARY PUBLIC - CT 185794
My Commission Expires Feb. 28, 2027

Signature of Notary Public
Date Commission Expires: February 28, 2027
Robyn L. Salley
Printed Name of Notary

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207373-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Amanda Pierina D'Angelo; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Gentry Stewart; Jacqueline Susco; Jennifer Gail Godere; Joshua Sanford; Kathryn Pryor; Kyle Williams; Michelle Anne McMahon; Nicholas Turecamo; Rebecca M. Josephson

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of April, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

DocuSign Envelope ID: 5DDF8BA9-E3FA-4D59-BC9A-7DAF02A8DA3F

Bond No.: 015220915
Premium: $12.914.00

EXHIBIT C

PERFORMANCE BOND

We, Johnson Controls, Inc., a Wisconsin corporation, as Principal, and Liberty Mutual Insurance Company, 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 Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine U.S. Dollars and Sixty One Cents ($2,794,979.61)**. 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.

DocuSign Envelope ID: 5DDF8BA9-E3FA-4D59-BC9A-7DAF02A8DA3F

Executed this 14th day of April, 2023.

Seal of Corporation

Johnson Controls, Inc.

By: _____
Authorized Representative of Principal

Title: Pieter Lens, Vice President and Treasurer

(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:

( ) Liberty Mutual Insurance Company
[name of surety company]

Gretchen A. Eck, Surety Claims Counsel
Name

2815 Forbs Avenue, Suite 102
Street Number

Hoffman Estates, IL 60192
City and State

(847) 396-7101
Telephone Number

175 Berkeley Street
Street Number

Boston, MA 02116
City and State

(617) 357-9500
Telephone Number

By: _____
Donna M. Plancta, 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.

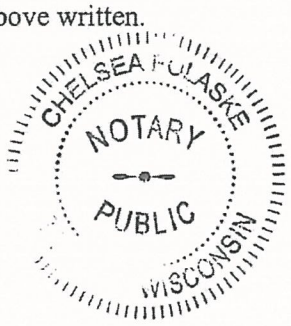
ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

On this 14th day of April, 2023, before me personally appeared Pieter Lens, known to me to be the Vice President and Treasurer of Johnson Controls, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



My Commission Expires: September 27, 2024

Chelsea Pulaske
(SEAL)

Notary Public in the State of Wisconsin
County of Milwaukee

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 14th day of April, 20 23, before me, Robyn L. Salley, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: February 28, 2027
Robyn L. Salley
Printed Name of Notary

ROBYN L. SALLEY
NOTARY PUBLIC - CT 185794
My Commission Expires Feb. 28, 2027

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207373-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Amanda Pierina D'Angelo; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Gentry Stewart; Jacqueline Susco; Jennifer Gail Godere; Joshua Sanford; Kathryn Pryor; Kyle Williams; Michelle Anne McMahon; Nicholas Turecamo; Rebecca M. Josephson

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of April 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Evelyne Carmona

From: Roobik Galoosian
Sent: Wednesday, October 11, 2023 2:51 PM
To: Evelyne Carmona
Cc: Nora Garcia; Desiree Johnson
Subject: FW: Johnson Controls Effective Certificate of Insurance
Attachments: Johnson Controls 22-046 COI 2023-2024.pdf; Johnson Controls 22-046 COI Contractors Pollution 2023-2024.pdf; CITY OF CARSON_CHI-010311377-01 RV 01_Exp.02.2024_3N0G0095-CYBER LIAB.pdf; Exhibit C Payment Bond.pdf; Exhibit C Performance Bond.pdf

Categories: Johnson Controls

Hi Evelyne,
Thank you for pointing this out. It made me wonder why I had approved it in April, but then I noticed that the broker is Marsh and the endorsements are listed on page 2. In some cases when the broker issuing the COI is a top global firm, we approve COI's even if the endorsements are not included.

So, this is approved. The PDF is protected so please use this email as evidence of approval.

Thanks,

Roobik Galoosian
Risk Management
City of Carson
701 E. Carson Street
Carson, CA 90745
Ph: 310.952.1764 Fax: 310.830.2471

City Hall is Closed on Friday

From: Evelyne Carmona <ecarmona@carsonca.gov>
Sent: Tuesday, October 10, 2023 7:44 PM
To: Roobik Galoosian <RGaloosian@carsonca.gov>; Desiree Johnson <djohnson@carsonca.gov>
Cc: Nora Garcia <ngarcia@carsonca.gov>
Subject: Johnson Controls Effective Certificate of Insurance

Hello Roobik,

Please review and approve the updated COI for Johnson Controls.
I am also attaching the already approved Cyber liability insurance and bonds, and here is the link to the contract:
Johnson Controls Contract

I know this might be a big ask, but if you could please review and approve by end of business tomorrow, that would be greatly appreciated!

Thank you,

Evelyne Carmona
Senior Administrative Analyst
701 E. Carson St., Carson, CA 90745
(310) 830-7600 ext. 1636

Office Hours: 7 am-6 pm, Mon-Thurs
Closed Friday

From: Irene R Tagumasi <irene.r.tagumasi@jci.com>
Sent: Tuesday, October 10, 2023 3:35 PM
To: Josh Stone <josh.stone@jci.com>; Evelyne Carmona <ecarmona@carsonca.gov>
Cc: Nora Garcia <ngarcia@carsonca.gov>; Mark Thummel <Mark.A.Thummel@jci.com>; John T Kalinin <John.T.Kalinin@jci.com>
Subject: RE: Johnson Controls Effective Certificate of Insurance

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

Hi Evelyne,

Attached is the requested insurance renewals.

Regards,

Irene Tagumasi
Customer Operation Associate
Johnson Controls, Inc.
5770 Warland Dr. Suite A
Cypress, CA 90630
Tel: (562) 650-5968
Irene.r.tagumasi@jci.com

From: Josh Stone <josh.stone@jci.com>
Sent: Monday, October 9, 2023 4:27 PM

To: Evelyne Carmona <ecarmona@carsonca.gov>; Irene R Tagumasi <irene.r.tagumasi@jci.com>
Cc: Nora Garcia <ngarcia@carsonca.gov>; Mark Thummel <Mark.A.Thummel@jci.com>; John T Kalinin <John.T.Kalinin@jci.com>
Subject: Re: Johnson Controls Effective Certificate of Insurance

Irene

Can you please assist with updating our COI please?

Thank you!

Josh Stone, ET
Complex Security Operations
San Diego/Los Angeles
Johnson Controls
3568 Ruffin Rd.
San Diego, Ca 92123

Mobile:858.285.5964
Josh.Stone@JCI.com

www.johnsoncontrols.com

On Oct 9, 2023, at 4:24 PM, Evelyne Carmona <ecarmona@carsonca.gov> wrote:

Thank you Nora,

Hello, John and Josh; attached are the expired certificates of insurance.
Please provide the COI's as soon as possible.

Thank you,

Evelyne Carmona
Senior Administrative Analyst
701 E. Carson St., Carson, CA 90745
(310) 830-7600 ext. 1636

Office Hours: 7 am-6 pm, Mon-Thurs
Closed Friday

From: Nora Garcia <ngarcia@carsonca.gov>
Sent: Monday, October 9, 2023 4:20 PM
To: Evelyne Carmona <ecarmona@carsonca.gov>; Mark Thummel <Mark.A.Thummel@jci.com>
Cc: John T Kalinin <John.T.Kalinin@jci.com>; Josh Stone <josh.stone@jci.com>
Subject: RE: Johnson Controls Effective Certificate of Insurance

Thank you, Evelyne.

Also copying John and Josh who are currently working on the project.

Best,

Nora A. Garcia, MPA
Emergency Services Manager
City of Carson
701 E. Carson Street
Carson, CA. 90745
T: (310) 952-1786 ext. 1603
C: (310) 920-0408
E: ngarcia@carsonca.gov

From: Evelyne Carmona <ecarmona@carsonca.gov>
Sent: Monday, October 9, 2023 4:11 PM
To: Mark Thummel <Mark.A.Thummel@jci.com>
Cc: Nora Garcia <ngarcia@carsonca.gov>
Subject: Johnson Controls Effective Certificate of Insurance
Importance: High

Good Afternoon Mark,

Upon our review, Johnson Controls' certificate of insurance has expired. Please provide an updated certificate as soon as possible. Not having an effective COI on file won't allow our Purchasing team to process the purchase order for payment.

Thank you in advance for your quick attention to this matter.

Thank you,

Evelyne Carmona
Senior Administrative Analyst
701 E. Carson St., Carson, CA 90745
(310) 830-7600 ext. 1636

Office Hours: 7 am-6 pm, Mon-Thurs
Closed Friday

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast, a leader in email security and cyber resilience. Mimecast integrates email defenses with brand protection, security awareness training, web security, compliance and other essential capabilities. Mimecast helps protect large and small organizations from malicious activity, human error and technology failure; and to lead the movement toward building a more resilient world. To find out more, visit our website.

DocuSign Envelope ID: BC1A6048-B0D9-41F7-B04D-7DDB984212AB

Exhibit No. 5

AMENDMENT NO. 2

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment No. 2") by and between the City of Carson, a California municipal corporation ("City") and Johnson Controls, Inc., a Wisconsin corporation ("Contractor") is effective as of the 5th day of December, 2023. City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated March 27, 2023 ("Agreement"), whereby Contractor agreed to provide an external/internal Video Surveillance system and Access Control System for the City's 12 parks, Corporate Yard, City Hall, and Community Center, to replace currently existing systems with a consistent, unified, and expandable solution, for a Contract Sum not to exceed $5,165,644.08. On March 21, 2023, the City Council authorized the expenditure of construction contingencies in the amount of $774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

B. City has recently experienced increased crime and therefore is in need of immediately increased security and video surveillance measures to improve the safety and security of City facilities and City staff members at various City parks and Corporate Yard. In connection therewith and pursuant to Section 2611(d) of the City's Municipal Code, City has initiated procurement of temporary CCTV trailers, mobile marshalls, and camera units by renting such equipment from Contractor for a period of six (6) months under City's emergency procedures, and now City and Contractor seek to enter into this Amendment to formally memorialize and set forth the terms and conditions of Contractor's provision of such additional equipment.

C. City and Contractor entered into an amendment to the Agreement to add temporary CCTV trailers and mobile marshalls camera units to provide additional security at City parks and the Corporate Yard on an equipment rental basis, thereby increasing the Contract Sum by $686,331.00, from $5,165,644.08 to $5,851,975.08 ("Amendment No. 1"). Application of the $686,331.00 to the $774,846.61 contingency approved by the City Council resulted in $88,515.61 remaining in the approved contingency.

D. Now, the Parties seek to again amend the Agreement to allow for Change Order 1 to change the camera sensor types from single-sensor to multi-sensor for several cameras for a cost not to exceed $480,942.48, so that there will be a total of 206 multi-sensor cameras and 662 single-sensor cameras for a total of 868 cameras, and Change Order 2 to reduce the Schedule of Performance from one year after receiving a Notice to Proceed to March 31, 2024 at an additional cost of $178,918.88, for a total additional cost of $659,861.35.

TERMS

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

DocuSign Envelope ID: BC1A6048-B0D9-41F7-B04D-7DDB984212AB

A. **Section 1.1 (Scope of Work) is hereby amended to read in its entirety as follows:**

"**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 RFP 22-046 Access Control and Video Surveillance Systems ***and Exhibit "A-2"*** ("**Global Project**") and Exhibit "A-1". Exhibit "A-1" describes the temporary CCTV trailers, mobile marshalls, and camera units to be rented to City by Contractor for a period of six (6) months commencing October 24, 2023 and continuing through April 23, 2024. ***Exhibit "A-2" describes Change Order 1 and Change Order 2.*** The Global Project requires Contractor to provide an external/internal Video Surveillance system and Access Control System for the City's 12 Parks, Corporate Yard, City Hall, and Community Center to replace the currently existing systems with a consistent, unified, and expandable solution. Such work will include, but will not be limited to, provision of a full turnkey system involving design, purchase, installation, configuration, software licenses, support and maintenance services. 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. All of *the work described in Exhibit "A-2" and* Contractor's Bid items with the exception of 1, 10 and 14, ~~and Exhibit "A-1,"~~ will comprise the public works component of the Global Project ("**Project**"). As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor's Bid/Proposal dated January 9, 2023, 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."

B. **Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:**

"**2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay 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 *Six* ~~Five~~ Million *Five* ~~Eight~~ Hundred *Eleven* ~~Fifty-One~~ Thousand *Eight* ~~Nine~~ Hundred *Thirty Six* ~~Seventy-Five~~ Dollars and *Forty Four* ~~Eight~~ Cents (*$6,511,836.44*~~$5,851,975.08~~) ("**Contract Sum**") for completion of the Global Project. Of this amount, the amount attributable to the Project is *Three* ~~Two~~

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Million *Four* ~~Seven~~ Hundred *Fifty Four* ~~Ninety Four~~ Thousand *Eight* ~~Nine~~ Hundred *Forty* ~~Seventy Nine~~ Dollars and *Ninety Six* ~~Sixty One~~ Cents (*$3,454,840.96*~~$2,794,979.61~~)."

C. **Section 3.1 (Schedule of Performance; Term) is hereby amended to read in its entirety as follows:**

"3.1 **Schedule of Performance; Term.**

Contractor shall complete the Project *by no later than March 31, 2024* ~~within one (1) year after receiving a "Notice to Proceed" from the City~~ in accordance with ~~any~~ *the* schedule contained in *Change Order 2* ~~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. Once the Project is accepted by the City, Contractor will provide City with the services detailed in Bid items 10, the training component of 13, and 14 for a period of five (5) years, consistent with the performance schedule detailed in Contractor's Bid/Proposal dated January 9, 2023. Additionally, Contractor will provide the services set out in Exhibit A-1 for a six (6) month period, commencing October 24, 2023 and continuing through April 23, 2024."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2 and Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 and Amendment No. 1.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

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5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

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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
[rjl]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

DocuSigned by:
andrew Krynen
F281DA2471D7488...

Name: Andrew Krynen
Title: Area Vice President

Address: 5757 North Green Bay Avenue
Milwaukee, WI 53209

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.

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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 _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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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 _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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EXHIBIT "A-2"

CHANGE ORDER 1

Statement of Work

The purpose of this change order (C01) is to cover the added costs with changing the camera sensor types from single sensor to multi-sensor. The RFP originally called for 402 single sensor cameras (mix of PTZ and Dome cameras). The final sensor count that includes multi-sensor and single sensor cameras is up to 868. Each sensor needs its own storage retention, which incurs more cost. The difference in sensor stream counts is 466 more sensors. Multi-sensor Camera count is now to 206 cameras.

Pricing Breakout

	Item/Part	Quantity	Unit Cost	Extended Cost
Multi-sensor	Material Cost-Cameras	206		$128,854.22
	Qumulex-5 Year Cloud Storage			$352,088.26

Total Sell .....$ 480,942.48

CHANGE ORDER 2

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Statement of Work

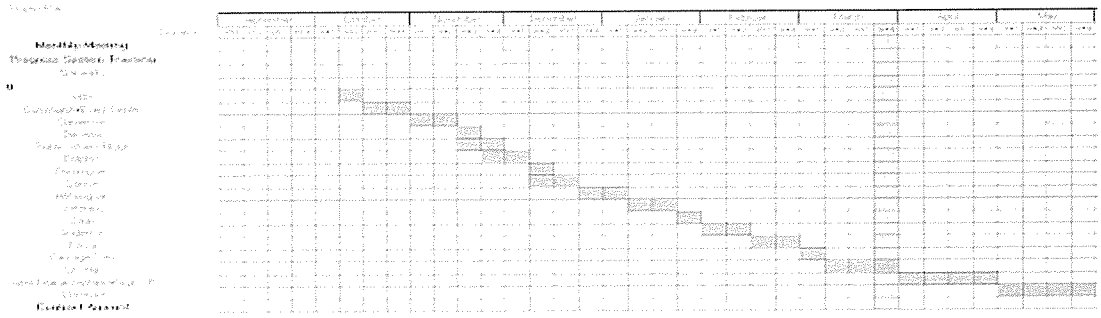
The purpose of this change order (C02) is to cover the cost of compressing the 1 year installation to 6 months less. Johnson Controls agrees to be substantially completed with all CCTV and Access control upgrades by March 31 2024. Price includes any added manpower, any overtime, and any costs related to rush orders or extra charges on long lead time materials.

Pricing Breakout

	Item/Part	Quantity	Unit Cost	Extended Cost
	Labor			$152,532.50
	Material Rush			$26,386.38

Total Sell $178,918.88

-Carson will be notified of delays caused by access and lost time will be agreed to and extend the completion date.
-Johnson Controls assumes free access Monday-Sunday to any park at any time to stay in time frame on provided schedule



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Bond No.: 015220915

EXHIBIT D

PAYMENT BOND

We, Johnson Controls, Inc., a Wisconsin corporation, as Principal, and Liberty Mutual Insurance Company, 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 Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine U.S. Dollars and Sixty One Cents ($2,794,979.61)**. 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.

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Executed this 14th day of April, 2023.

Seal of Corporation

Johnson Controls, Inc.

By: _____
Authorized Representative of Principal

Title: Pieter Lens, Vice President and Treasurer

(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:

( ) Liberty Mutual Insurance Company
[name of surety]

Gretchen A. Eck, Surety Claims Counsel
Name

175 Berkeley Street
Street Number

2815 Forbs Avenue, Suite 102
Street Number

Boston, MA 02116
City and State

Hoffman Estates, IL 60192
City and State

(617) 357-9500
Telephone Number

(847) 396-7101
Telephone Number

By: _____
Donna M. Planeta, 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.

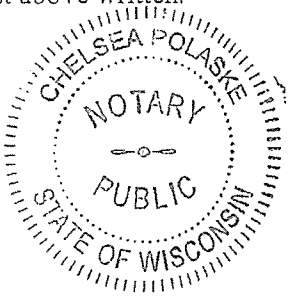
ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

On this 14th day of April, 2023, before me personally appeared Pieter Lens, known to me to be the Vice President and Treasurer of Johnson Controls, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



My Commission Expires: September 27, 2026

Chelsea Polaske

(SEAL)

Notary Public in the State of Wisconsin
County of Milwaukee

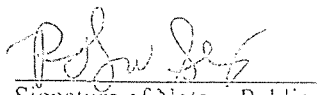
NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 14th day of April, 20 23, before me, Robyn L. Salley, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public
Date Commission Expires: February 28, 2027
Robyn L. Salley
Printed Name of Notary

ROBYN L. SALLEY
NOTARY PUBLIC - CT 185794
My Commission Expires Feb. 28, 2027

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207373-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Amanda Pierina D'Angelo; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Sirba; Gentry Stewart; Jacqueline Susco; Jennifer Gail Godere; Joshua Sanford; Kathryn Pryor; Kyle Williams; Michelle Anne McMahon; Nicholas Turecamo; Rebecca M. Josephson

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of May, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

DocuSign Envelope ID: 5DDF8BA9-E3FA-4D59-BC9A-7DAF02A8DA3F

Bond No.: 015220915
Premium: $12,914.00

EXHIBIT C

PERFORMANCE BOND

We, Johnson Controls, Inc., a Wisconsin corporation, as Principal, and Liberty Mutual Insurance Company, 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 Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine U.S. Dollars and Sixty One Cents ($2,794,979.61)**. 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.

DocuSign Envelope ID: 5DDF8BA9-E3FA-4D59-BC9A-7DAF02A8DA3F

Executed this 14th day of April, 2023.

Seal of Corporation

Johnson Controls, Inc.

By: _____
Authorized Representative of Principal

Title: Pieter Lens, Vice President and Treasurer

(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:

Gretchen A. Eck, Surety Claims Counsel
Name

2815 Forbs Avenue, Suite 102
Street Number

Hoffman Estates, IL 60192
City and State

(847) 396-7101
Telephone Number

( ) Liberty Mutual Insurance Company
[name of surety company]

175 Berkeley Street
Street Number

Boston, MA 02116
City and State

(617) 357-9500
Telephone Number

By: _____
Donna M. Plancia, 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.

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

On this 14th day of April, 2023, before me personally appeared Pieter Lens, known to me to be the Vice President and Treasurer of Johnson Controls, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

CHELSEA POLASKE NOTARY PUBLIC WISCONSIN

My Commission Expires: September 27, 2024

Chelsea Polaske

(SEAL)

Notary Public in the State of Wisconsin
County of Milwaukee

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 14th day of April, 20 23, before me, Robyn L. Salley, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: February 28, 2027
Robyn L. Salley
Printed Name of Notary

ROBYN L. SALLEY
NOTARY PUBLIC - CT 185794
My Commission Expires Feb. 28, 2027

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207373-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Amanda Pierina D'Angelo; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Gentry Stewart; Jacqueline Susco; Jennifer Gail Godere; Joshua Sanford; Kathryn Pryor; Kyle Williams; Michelle Anne McMahon; Nicholas Turecamo; Rebecca M. Josephson

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of April 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

RE: Johnson Control's Purchasing Agreement

Roobik Galoosian <RGaloosian@carsonca.gov>
Mon 8/12/2024 10:51 AM
To:Evelyne Carmona <ecarmona@carsonca.gov>

2 attachments (664 KB)
Johnson Control COI_CERT_08092024_100956_20 (002).pdf; Johnson Control Approved Cyber COI_CHI-010311377-01 RV 01_Exp.02.2025_3N0G0095-CYBER LIAB.pdf;

Hi Evelyne,
This insurance is approved. The Cyber COI is protected so please use this email to show approval.

Thanks,

Roobik Galoosian
Risk Management
City of Carson
701 E. Carson Street, Carson, CA. 90745
Tel: (310) 952-1764
http://www.carsonca.gov

City Hall is closed on Fridays

From: Evelyne Carmona <ecarmona@carsonca.gov>
Sent: Monday, August 12, 2024 9:55 AM
To: Roobik Galoosian <RGaloosian@carsonca.gov>
Subject: Re: Johnson Control's Purchasing Agreement

Here you go.

Evelyne Carmona

Senior Administrative Analyst

701 E. Carson St., Carson, CA 90745

(310) 830-7600 ext. 1636

Office Hours: 7 am-6 pm, Mon-Thurs

Closed Friday

From: Roobik Galoosian <RGaloosian@carsonca.gov>
Sent: Monday, August 12, 2024 8:27 AM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-TycoE-GAWB-23-24	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com **INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010310936-04 **REVISION NUMBER:** 27

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**			MWZY 313947-23	10/01/2023	10/01/2024	EACH OCCURRENCE	$ 5,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
	X Contractual Liability						MED EXP (Any one person)	$ 50,000
	X XCU Included						PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 20,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ INC IN GEN AGG
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			MWTB 313946-23 (Excludes New Hamp)	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	X ANY AUTO			MWTB 313949-23 (Primary NH $250k)	10/01/2023	10/01/2024	BODILY INJURY (Per person)	$
A	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MWZX 313950-23 (Excess NH $4.75mm)	10/01/2023	10/01/2024	BODILY INJURY (Per accident)	$
				Excess NH Auto is Follow Form			PROPERTY DAMAGE (Per accident)	$
				to Primary NH Auto				$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			MWC 313943-23 (AOS - see page 2)	10/01/2023	10/01/2024	X PER STATUTE [ ] OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A		MWXS 313944-23 (OH & WA)	10/01/2023	10/01/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	Builders Risk/ Install/ Contr.							See Attached
	or Rental Eqp./ & See Attached							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

Subcontractors, City and its officers, officials, employees, and agents, and volunteers are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions. The above referenced General Liability policy does not exclude coverage for Independent Contractors/Subcontractors.

CERTIFICATE HOLDER

City of Carson
701 E. Carson Street
Carson, CA 90745

INSURANCE APPROVED

RG

8/12/2024

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:
As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

GL 289 001 1012

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

GL 289 002 1012

Factory Mutual Insurance Company
300 S. Northwest Highway Park Ridge,
Illinois
60068
United States of America

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.:	1121842	**Policy Term**	
Account No.:	1-02013	**Effective Date:**	01 October 2023
		Expiration Date:	01-October 2024

NAMED INSURED:

Johnson Controls Inc., Tyco International Holding S.a.r.l., and see Named Insured list below.

DESCRIPTION AND LOCATION OF PROPERTY COVERED:	**Location No.:**	**INDEX No.:**
	INSL	000920.00

Description: Real and Personal Property
including Builders Risk

Location: Miscellaneous Property

COVERAGE IN FORCE:

Insurance Provided:	**Limit Of Liability:**
1. Builders Risk / Installation / Maintenance Contracts	USD 1,000,000
2. Rental Equipment / Contractors Equipment of the Named Insured	USD 1,000,000
3. Transportation	USD 1,000,000

As Respects Builders Risk coverage, coverage is provided for:
Personal Property consisting of materials, equipment, machinery and supplies designated for use in the construction or installation of projects or designated for use under maintenance contracts.

Real Property designated to be constructed or installed as part of the project and/or maintenance contract during installation and/or maintenance including in the due course of transit to and from the described project site per the terms and conditions of the policy.

The NAMED INSURED Includes: Air System Components, Inc.; American Chiller Mechanical Service LLC; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Eastern Sheet Metal, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Koch Filter Corporation; Master Protection, LP; M&M Refrigeration, LLC; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT LLC; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

Certificate No: 00001-001

JOHNSON CONTROLS, INC.
5757 North Green Bay Avenue
Glendale, Wisconsin 53209, USA

Authorized Signature / Issue Date
Shelby Nelson / October 1, 2023

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

GL 289 051 1013

Policy No. MWC313943 23

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

INSURED COPY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 411 E. Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 CN101230596-All-Cyber-24-25	**CONTACT NAME:** Chad Mannella **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com
INSURED Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Steadfast Insurance Company — 26387 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010311377-04 **REVISION NUMBER:** 3

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			SPR0131628-07	02/01/2024	02/01/2025	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

CERTIFICATE HOLDER

City of Carson
701 E. Carson Street
Carson, CA 90745

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
of Marsh USA LLC

Chad Mannella

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AGENCY CUSTOMER ID: CN101230596
LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

OTHER BROKER:
The Cyber Liability insurance referenced herein were placed by Aon Risk Services Central, Inc., or one or more of its subsidiaries or affiliates. Marsh is evidencing this coverage on this certificate for your convenience.

NAMED INSURED:
Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Logix, LLC; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC: Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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Exhibit No. 6

AMENDMENT NO. 3

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment No. 3") by and between the City of Carson, a California municipal corporation ("City") and Johnson Controls, Inc., a Wisconsin corporation ("Contractor") is effective as of the 17 day of September, 2024. City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated March 27, 2023 ("Agreement"), whereby Contractor agreed to provide an external/internal Video Surveillance system and Access Control System for the City's 12 parks, Corporate Yard, City Hall, and Community Center, to replace currently existing systems with a consistent, unified, and expandable solution, for a Contract Sum not to exceed $5,165,644.08. On March 21, 2023, the City Council authorized the expenditure of construction contingencies in the amount of $774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

B. City has recently experienced increased crime and therefore is in need of immediately increased security and video surveillance measures to improve the safety and security of City facilities and City staff members at various City parks and Corporate Yard. In connection therewith and pursuant to Section 2611(d) of the City's Municipal Code, City has initiated procurement of temporary CCTV trailers, mobile marshalls, and camera units by renting such equipment from Contractor for a period of six (6) months under City's emergency procedures, and now City and Contractor seek to enter into this Amendment to formally memorialize and set forth the terms and conditions of Contractor's provision of such additional equipment.

C. City and Contractor entered into an amendment to the Agreement dated October 24, 2023 ("Amendment No. 1") to add temporary CCTV trailers, mobile marshalls, and camera units to provide additional security at City parks and the Corporate Yard on an equipment rental basis, thereby increasing the Contract Sum by $686,331.00, from $5,165,644.08 to $5,851,975.08. Application of the $686,331.00 to the $774,846.61 contingency approved by the City Council resulted in $88,515.61 remaining in the approved contingency.

D. City and Contractor entered into another amendment to the Agreement dated December 5, 2023 ("Amendment No. 2") to allow for Change Order 1 to change the camera sensor types from single-sensor to multi-sensor for several cameras for a cost not to exceed $480,942.48, so that there will be a total of 206 multi-sensor cameras and 662 single-sensor cameras for a total of 868 cameras, and Change Order 2 to reduce the Schedule of Performance from one year after receiving a Notice to Proceed to March 31, 2024 at an additional cost of $178,918.88, for a total additional cost of $659,861.35.

E. Now, the Parties seek to again enter into an amendment to the Agreement to allow for Change Order 3 for Contractor to provide a turnkey, complete installation of additional material

allowing for expansion of the new Access Control and CCTV Surveillance systems for an additional amount of $1,590,485.59, thereby bringing to adjusted Contract Sum to $8,102,322.03.

F. The Agreement provides for a $150,000 "allowance" to cover additional services required thereunder as requested and authorized by the City, for such items associated with permitting, trenching, conduit installation, electrical work, wiring, additional inspections, geotechnical services, public information and notifications, material/concrete testing, utility/permits, or other unforeseen conditions uncovered and authorized by the City. Because none of the allowance has been used, Contractor is giving City a credit of $150,000 toward the cost charged to City under Change Order 3.

G. Section 1.2 of the Agreement adopts the provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata ("Greenbook"). The Greenbook authorizes the Parties to incorporate Change Order 3 into the Agreement, provided the Parties have mutually agreed to do so.

TERMS

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

A. Section 1.1 (Scope of Work) is hereby amended to read in its entirety as follows:

"**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 RFP 22-046 Access Control and Video Surveillance Systems, ~~and~~ ***Exhibit "A-1,"*** Exhibit "A-2" ***and Exhibit "A-3"*** ("**Global Project**") ~~and Exhibit "A-1"~~. Exhibit "A-1" describes the temporary CCTV trailers, mobile marshalls, and camera units to be rented to City by Contractor for a period of six (6) months commencing October 24, 2023 and continuing through April 23, 2024. Exhibit "A-2" describes Change Order 1 and Change Order 2 ***and Exhibit "A-3" describes Change Order 3.*** The Global Project requires Contractor to provide an external/internal Video Surveillance system and Access Control System for the City's 12 Parks, Corporate Yard, City Hall, and Community Center to replace the currently existing systems with a consistent, unified, and expandable solution. Such work will include, but will not be limited to, provision of a full turnkey system involving design, purchase, installation, configuration, software licenses, support and maintenance services. ***Change Order 3 will require Contractor to provide a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain the 90 days storage as required in the original RFP 22-046 specifications.*** 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. All of the work described in Exhibit "A-2," ***Exhibit "A-3"*** and Contractor's Bid items with the exception of 1, 10 and 14, will comprise the public works component of the Global Project ("**Project**"). As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor's Bid/Proposal dated January 9, 2023, 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."

B. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

"**2.1 Contract Sum**.

Subject to any limitations set forth in this Agreement, City agrees to pay 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 ***Eight*** ~~Six~~ Million ***One*** ~~Five~~ Hundred ***Two*** ~~Eleven~~ Thousand ***Three*** ~~Eight~~ Hundred ***Twenty Two*** ~~Thirty Six~~ Dollars and ***Three*** ~~Forty Four~~ Cents (***$8,102,322.03*** ~~$6,511,836.44~~) ("**Contract Sum**") for completion of the Global Project. Of this amount, the amount attributable to the Project is ***Five*** ~~Three~~ Million ~~Four Hundred Fifty Four~~ ***Forty Five*** Thousand ***Three*** ~~Eight~~ Hundred ***Twenty Six*** ~~Forty~~ Dollars and ***Fifty Five*** ~~Ninety Six~~ Cents (***$5,045,326.55*** ~~$3,454,840.96~~)."

C. Section 3.1 (Schedule of Performance; Term) is hereby amended to read in its entirety as follows:

"**3.1 Schedule of Performance; Term.**

Contractor shall complete the Project ***minus the work detailed in Exhibit A-3*** by no later than March 31, 2024 in accordance with the schedule contained in Change Order 2, and any revisions thereof approved by the City in writing***, and shall complete the work required in Exhibit A-3 by no later than March 31, 2025***. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. Once the Project is accepted by the City, Contractor will provide City with the services detailed in Bid items 10, the training component of 13, and 14 for a period of five (5) years, consistent with the performance schedule detailed in Contractor's Bid/Proposal dated January 9, 2023. Additionally, Contractor will provide the services set out in Exhibit A-1 for a six (6) month period, commencing October 24, 2023 and continuing through April 23, 2024."

D. Section 5.5 (Performance and Payment Bonds) is hereby amended to read in its entirety as follows:

"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 ***the Project component of*** 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 ***the Project component of*** 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."

E. Exhibit "A-3" (Change Order 3) is hereby added to the Scope of Work of the Agreement immediately following Exhibit A-2 and shall read in its entirety as follows:

See attached Exhibit "A-3."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement, Amendment No. 1 and Amendment No. 2 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 this Amendment No. 3, Amendment No. 2 and Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1 and Amendment No. 2. 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, Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2 and this Amendment No. 3, 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
[rjl]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

_____
Name: Andrew Krynen
Title: Area Vice President

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 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 San Diego }

On September 18th, 2024 before me, Michelle Janzen,
Date *Here Insert Name and Title of the Officer*

personally appeared Andrew Krynen
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.

M. JANZEN
Notary Public - California
San Diego County
Commission # 2413942
My Comm. Expires Aug 25, 2026

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 _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2017 National Notary Association

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
[rjl]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

Name: Andrew Krynen
Title: Area Vice President

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A-3"

CHANGE ORDER 3

Contractor to provide a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain the 90 days storage as required in the original RFP 22-046 specifications.

The evaluation, upgrades and reworking of the existing lighting poles will be performed to provide constant power at each pole receiving cctv cameras. Contractor will bypass existing timers for lighting control to provide constant power to the light poles receiving cctv cameras. Poles getting cameras and all poles on the lighting circuit before that pole will get a photocell added to control the lights day/night. Once the poles with cameras have constant power, Contractor will provide and install the necessary power bridge/transformers to step down the power to 120V which supports the cctv cameras. All of the pole mounted cameras at each site will be focused and aimed to the City's requested field of view.

The additional card readers listed in the BOM/Bill of materials will be installed, configured and tested for proper operation. Each door/portal location receiving a card reader will also receive the necessary electronic locking door hardware, request to exit safety door release and security devices with the required power supply for proper operation of the door.

Total Investment Summary:

Total Labor	$ 605,953.85
Total Material	$ 1,120,796.74
Equipment Rentals	$ 13,735.00
Allowance Credit from RFP22-046 Cost Proposal Form	$ -150,000.00
Total Investment / Quote (net selling price, FOB shipping point, tax is included)	**$ 1,590,485.59**

BOM / Bill of Materials

QUMULEX SYSTEMS EXPANSION		
QXP	SINGLE QUMULEX PRO CLOUD RESOURCE (DOOR, CAMERA) LICENSE	100
CS90-60	90 DAY CLOUD VIDEO STORAGE, 5 YEARS - ONE PER PER MULTISENSOR LENS	80
QXS300-04	QXSTATION 300, 1U RACKMOUNT GATEWAY, 4TB HDD, 16 CAMERAS, 32 TOTAL DEVICES	2
QXS500-10	QXSTATION 500, 2U RACKMOUNT GATEWAY, 10TB HDD, 32 CAMERAS, 64 TOTAL DEVICES	3
QXS500-UP	QXSTATION 500 - FACTORY UPGRADE, TO SUPPORT 64 CAMERAS, 96 TOTAL DEVICES	1
QXEP-DKUF-08DR-1502-MR52-U	8 DOOR KIT, (1) QXEPLP1502 INTELLIGENT CONTROLLER, (3) MERCURY QXEPMR52-S3B, (1)LSP POWER, ENCLOSURE	14
QXEP-DKUF-04DR-1502-MR52-U	4 DOOR KIT, (1) QXEPLP1502 INTELLIGENT CONTROLLER, (1) MERCURY QXEPMR52-S3B, (1)LSP POWER, ENCLOSURE	2
1475F-DELL	DELL OPTIPLEX 7000 WORKSTATION, 24" MONITOR, KEYBOARD, MOUSE	1
22 CAMERA ADDITION		Qty
P3737-PLE	AXIS CAMERA 360, MULTI SENSOR, PANORAMIC 4X 5MP 20FPS, 360 IR ILLUM	19
T94N01D, T91B67	AXIS, CAMERA PENDANT KIT, POLE MOUNT KIT	19
P4707-PLVE	AXIS CAMERA, MULTI SENSOR, 2X 5MP, 180 DEGREE	2
P1465-LE-3	AXIS CAMERA, FIXED, SURFACE MOUNT, LP-VERIFIER KIT	1
JCI CREDIT	RFP 22-046 CONTINGENCY FUNDS FOR SITE WORK $150,000 DEDUCTION	1
LIGHT POLES / POWER UPGRADES, CONFIGURATIONFOR 24-7 UNINTERUPTED POWER		Qty
JCI/BENSON	ELECTRICAL RE-WORK OF EXISTNG CIRCUITS PER POLE	67
JCI/MAXIM	Convert 277V POWER PER POLE TO 120V WITH POWER BRIDGE TRANSFORMER	47
ACCESS CONTROL SYSTEM EXPANSION - FIELD DEVICES		Qty
180-12-BRN	GRI DOOR POSITION SWITCH, CLOSED LOOP, 3/4" DIA, RECESSED	78
40NKS-00-00192U	HID CARD READER, SIGNO 40,BLK/SLVR,PIG,CRD PFL STD,BLE:ON,OSDP,V1,32-B	78
A-i8116-E	AXIS IP INTERCOM KIT: CITY CLERK OFFICE / DOOR STATION / BASE STATION/	1
JCI/MAXIM	ACCESS CONTROL SYSTEM HARDWARE & ELECTRONIC DOOR HARDWARE EXPANSION	78

Muti Sensor	Mills	Comm Center	Calas	Carson	Del Amo	Carriage Crest	City Hall	Heming way	Foisia Park	Veterans	Maint Yard	Maint Yard	Total Cameras	Total Sensors
AXIS P3719-PLE (3737 replacement) Quad, Pole Mount		2		2	2	1	7	1	3		1	0	19	76
AXIS P4707-PLVE Dual, Wall Mount	1	2							-2				1	2
AXIS P1465-LE 29mm Single, Wall Mount			1							1			2	2
Camera Total	1	4	1	2	2	1	7	1	1	1	1	0	22	80

	Mills	Comm Center	Calas	Carson	Del Amo	Carriage Crest	City Hall	Hemingway	Foisia Park	Veterans	Corp Park Bldg A	Corp Park Bldg B	Total Reader Add
Door Adds - Total							64				28	25	117
Card Reader credits from the base contract = 39 readers.													-39
Lisences for each door and Camera (not imagers/sensors)													100
Cloud subscription for new cameras-there is no monthly cloud fee for the doors													

Customer Responsibilities:

These are items that JCI is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by JCI. These requirements must be provided by the owner.

1. All AC power from the building to the lighting poles, panels, gateways, power supply panels and equipment locations, including hardwired power connections as specified by JCI.
2. All required network connectivity supporting these systems, for connection to the client network.
3. All software or hardware configuration for owner furnished equipment.

Inclusions:

The following items are included in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

1. This Amendment delivery shall be based on the original base RFP agreement.
2. All Equipment, and accessories required for fully functional systems.
3. Prevailing Wage, Non-Union labor associated with engineering, installation, programming, and testing.
4. Documentation submittal package with the manufacturer's product sheets and operation manuals.
5. Coordination and cooperation with the customer team regarding installing the system.
6. Pricing assumes normal working hours, Mon-Fri, 8am to 6pm. Excludes all off-hours work.
7. The current drawings will be update providing update drawing locations for each new device and the poles which support the cctv cameras. As built and redline drawings, along with project close out documents are included.

Exclusions:

The following items are excluded from this proposal unless specifically identified otherwise within this proposal documents or scope of work statement.

1. Pole raceways and coverings to be designed, provided, and installed by others.
2. All high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
3. All underground conduit, trenching, encasement and or backfill from buildings and or poles.
4. The schedule commitments for the original RFP 22-046 and the amendment

Note: All equipment availability will be provided at the date material is released to be ordered. Delivery dates are based on manufacturer availability and Johnson Controls, Inc. will not be responsible for any delays of any equipment at any time.

Johnson Controls

DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Nathan D. Manning, President, Building Solutions, pursuant to the authority vested in him by: (i) a Sub-Delegation of Authority from the President of **Johnson Controls, Inc.**, a Wisconsin corporation ("JCI"), dated May 16, 2022, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of **Johnson Controls Fire Protection LP**, a Delaware limited partnership ("JCFP"), dated May16, 2022, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from **Johnson Controls Security Solutions LLC**, a Delaware limited liability company ("JCSS"), dated May 16, 2022, hereby authorizes:

Andrew Krynen
Vice President, Area General Manager

(the "**Delegate**") to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
b. further sub-delegation of the above acts absent necessary approvals in writing;
c. the execution of surety, performance or bid bonds;
d. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
e. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such **Delegate** within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect for one year from the date of issue unless earlier terminated by JCI, JCFP or JCSS or shall automatically terminate upon the end of Delegate's employment with any affiliated company of Johnson Controls International plc.

Signed at Milwaukee, Wisconsin, this 20th day of May, 2022.

Johnson Controls, Inc. Johnson Controls Fire Protection LP, and Johnson Controls Security Solutions LLC

Nathan D. Manning
President, Building Solutions, NA

ATTESTS:

Steve W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.

Jennifer L. Leong
Vice President and Secretary
Johnson Controls Fire Protection LP

Lee M. Finney
Vice President and Secretary
Johnson Controls Security Solutions LLC

Evelyne Carmona

From: Roobik Galoosian
Sent: Wednesday, September 4, 2024 12:50 PM
To: Evelyne Carmona
Cc: Nora Garcia
Subject: RE: Johnson Control Updated COI
Attachments: cert_CHI_City of Carson_10310936_5.pdf

Hi Evelyne,
This is approved. Please use this email to show approval of the COI.

Thanks,

Roobik Galoosian
Risk Management
City of Carson
701 E. Carson Street, Carson, CA. 90745
Tel: (310) 952-1764
http://www.carsonca.gov

City Hall is closed on Fridays

From: Evelyne Carmona <ecarmona@carsonca.gov>
Sent: Wednesday, September 4, 2024 11:59 AM
To: Roobik Galoosian <RGaloosian@carsonca.gov>
Cc: Nora Garcia <ngarcia@carsonca.gov>
Subject: Johnson Control Updated COI

Hello Roobik,

Please review and approve the attached updated COI for Johnson Controls.
The original contract has been sent via Teams.
Best,

Evelyne Carmona
Senior Administrative Analyst
701 E. Carson St., Carson, CA 90745
(310) 830-7600 ext. 1636

Office Hours: 7 am-6 pm, Mon-Thurs
Closed Friday

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-TycoE-GAWB-24-25	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com **INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Old Republic Insurance Company / 24147	
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**	

COVERAGES **CERTIFICATE NUMBER:** CHI-010310936-05 **REVISION NUMBER:** 27

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**			MWZY 313947-24	10/01/2024	10/01/2025	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
	X Contractual Liability						MED EXP (Any one person)	$ 50,000
	X XCU Included						PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 20,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ INC IN GEN AGG
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			MWTB 313946-24 (Excludes New Hamp)	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	X ANY AUTO			MWTB 313949-24 (Primary NH $250k)	10/01/2024	10/01/2025	BODILY INJURY (Per person)	$
A	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			MWZX 313950-24 (Excess NH $4.75mm)	10/01/2024	10/01/2025	BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			Excess NH Auto is Follow Form			PROPERTY DAMAGE (Per accident)	$
				to Primary NH Auto				$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			MWC 313943-24 (AOS - see page 2)	10/01/2024	10/01/2025	X PER STATUTE [ ] OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N / A		MWXS 313944-24 (OH & WA)	10/01/2024	10/01/2025	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	Builders Risk/ Install/ Contr. or Rental Eqp./ & See Attached							See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

Subcontractors, City and its officers, officials, employees, and agents, and volunteers are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions. The above referenced General Liability policy does not exclude coverage for Independent Contractors/Subcontractors.

CERTIFICATE HOLDER

City of Carson
701 E. Carson Street
Carson, CA 90745

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
of Marsh USA LLC

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AGENCY CUSTOMER ID: CN101230596
LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	EFFECTIVE DATE:
CARRIER / NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMPENSATION:
Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE:AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:
The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:
The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:
The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:
For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE
The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:
The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to $1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:
Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:
American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; IonicBlue Partners LLC; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; M&M Logix, LLC; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Security Enhancement Systems LLC; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls US Holdings, Inc.			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 24	Policy Period 10/01/24 - 10/01/25	Effective Date of Endorsement 10/01/24
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:
As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls US Holdings, Inc.			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 24	Policy Period 10/01/24 - 10/01/25	Effective Date of Endorsement 10/01/24
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

GL 289 002 1012

Factory Mutual Insurance Company
300 S. Northwest Highway
Park Ridge, Illinois
60068
United States of America

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.:	1137640	**Policy Term**	
Account No.:	1-02013	**Effective Date:**	01 October 2024
		Expiration Date:	01-October 2025

NAMED INSURED:

Johnson Controls Inc., Tyco International Holding S.a.r.l., and see Named Insured list below.

DESCRIPTION AND LOCATION OF PROPERTY COVERED: **Location No.:** INSL **INDEX No.:** 000920.00

Description: Real and Personal Property
including Builders Risk

Location: Miscellaneous Property

COVERAGE IN FORCE:

Insurance Provided:		**Limit Of Liability:**
1.	Builders Risk / Installation / Maintenance Contracts	USD 1,000,000
2.	Rental Equipment / Contractors Equipment of the Named Insured	USD 1,000,000
3.	Transportation	USD 1,000,000

As Respects Builders Risk coverage, coverage is provided for:
Personal Property consisting of materials, equipment, machinery and supplies designated for use in the construction or installation of projects or designated for use under maintenance contracts.

Real Property designated to be constructed or installed as part of the project and/or maintenance contract during installation and/or maintenance, while anywhere within this Policy's TERRITORY at any **location** of a customer of the Insured, including in the due course of transit to and from the described project site per the terms and conditions of the policy.

The NAMED INSURED Includes: American Chiller Mechanical Service LLC; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM: Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) S.A.; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Master Protection, LP; M&M Refrigeration, LLC; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Richmond Alarm Company LLC; Security Enhancement Systems, LLC; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT LLC; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA, Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

Certificate No: 00001-001

JOHNSON CONTROLS, INC.
5757 North Green Bay Avenue
Glendale, Wisconsin 53209, USA

Authorized Signature / Issue Date
Shelby Nelson / October 1, 2024

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-.-14-24-25	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No. Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com **INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	

COVERAGES **CERTIFICATE NUMBER:** CHI-010311374-05 **REVISION NUMBER:** 12

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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Contractors Pollution Liability			MWZZ 313945 24	10/01/2024	10/01/2025	Per Occurrence General Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

CERTIFICATE HOLDER

City of Carson
701 E. Carson Street
Carson, CA 90745

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
of Marsh USA LLC

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 411 E. Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 CN101230596-All-Cyber-24-25	**CONTACT NAME:** Chad Mannella **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Steadfast Insurance Company	26387
INSURED Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-010311377-04 **REVISION NUMBER:** 3

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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			SPR0131628-07	02/01/2024	02/01/2025	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

CERTIFICATE HOLDER

City of Carson
701 E. Carson Street
Carson, CA 90745

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 of Marsh USA LLC

Chad Mannella

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AGENCY CUSTOMER ID: CN101230596
LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

OTHER BROKER:
The Cyber Liability insurance referenced herein were placed by Aon Risk Services Central, Inc., or one or more of its subsidiaries or affiliates. Marsh is evidencing this coverage on this certificate for your convenience.

NAMED INSURED:
Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Logix, LLC; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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Telephone: +816-552-7295
Website: wtwco.com
E-mail: wendy.lewis@wtwco.com

July 25, 2024

Johnson Controls
Attn: Maegan McCarthy
5757 N Green Bay Avenue, X-40
Milwaukee, WI 53209
414-524-2121

RE: STEPS FOR BOND EXECUTION - Bond Number: 015220915

1. Please have Principal signatures completed by: **Pieter Lens**
2. Complete the included notary acknowledgments on behalf of JCI
3. Once completed, please put bond(s) in the UPS envelope that was provided in the package.

If you have any questions, please do not hesitate to call my mobile phone 816-552-7295.

Thank you,

Wendy Lewis

Willis Towers Watson Northeast, Inc.
10 State House Square, Floor 11

INCREASE PENALTY RIDER

BOND AMOUNT $3,454,840.96 BOND NO. 015220915

To be attached and form a part of Bond No. 015220915 dated the 27th Day of March, 2023, executed by Liberty Mutual Insurance Company as surety, on behalf of Johnson Controls, Inc. as current principal of record, and in favor of City of Carson, as Obligee for RFP 22-046 Access Control and Video Surveillance Systems , and in the amount of Three Million Four Hundred Fifty Four Thousand Eight Hundred Forty Dollars and 96/100 ($3,454,840.96).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Liberty Mutual Insurance Company hereby consents that effective from the 25th Day of July, 2024, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: Three Million Four Hundred Fifty Four Thousand Eight Hundred Forty Dollars and 96/100 ($3,454,840.96)

TO: Six Million Four Hundred Thirty-Four Thousand Three Hundred Twenty and 64/100 ($6,434,320.64)

The INCREASE of said bond penalty shall be effective as of the 25th Day of July, 2024, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 25th Day of July, 2024

Johnson Controls, Inc.
PRINCIPAL

BY _____
Pieter Lens, Vice President and Treasurer

Liberty Mutual Insurance Company
SURETY

BY _____
Sarah Murtha, ATTORNEY-IN-FACT

THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

City of Carson
OBLIGEE

BY _____
TITLE

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

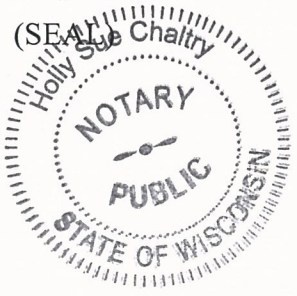
On this 25th day of July, 2024, before me personally appeared Pieter Lens, known to me to be the Vice President and Treasurer of Johnson Controls, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

My Commission Expires:

March 1, 2025

(SEAL)



Notary Public in the State of Wisconsin
County of Milwaukee

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 25th day of July, 20 24, before me, Rhonda Tischofer, the undersigned officer, personally appeared Sarah Murtha, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: January 31, 2029
Rhonda Tischofer
Printed Name of Notary

RHONDA TISCHOFER
NOTARY PUBLIC - #190920
STATE OF CONNECTICUT
My Commission Expires Jan. 31, 2029

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210646 - 985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of July, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

Docusign Envelope ID: DF6A4248-B65D-4EFB-91B0-A1CDA0679663

Exhibit No. 7

AMENDMENT NO. 4

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment No. 4") by and between the City of Carson, a California municipal corporation ("City") and Johnson Controls, Inc., a Wisconsin corporation ("Contractor") is effective as of the 6th day of May, 2025. City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated March 27, 2023 ("Agreement"), whereby Contractor agreed to provide an external/internal Video Surveillance system and Access Control System for the City's 12 parks, Corporate Yard, City Hall, and Community Center, to replace currently existing systems with a consistent, unified, and expandable solution, for a Contract Sum not to exceed $5,165,644.08. On March 21, 2023, the City Council authorized the expenditure of construction contingencies in the amount of $774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

B. City has recently experienced increased crime and therefore is in need of immediately increased security and video surveillance measures to improve the safety and security of City facilities and City staff members at various City parks and Corporate Yard. In connection therewith and pursuant to Section 2611(d) of the City's Municipal Code, City has initiated procurement of temporary CCTV trailers, mobile marshalls, and camera units by renting such equipment from Contractor for a period of six (6) months under City's emergency procedures, and now City and Contractor seek to enter into this Amendment to formally memorialize and set forth the terms and conditions of Contractor's provision of such additional equipment.

C. City and Contractor entered into an amendment to the Agreement dated October 24, 2023 ("Amendment No. 1") to add temporary CCTV trailers, mobile marshalls, and camera units to provide additional security at City parks and the Corporate Yard on an equipment rental basis, thereby increasing the Contract Sum by $686,331.00, from $5,165,644.08 to $5,851,975.08. Application of the $686,331.00 to the $774,846.61 contingency approved by the City Council resulted in $88,515.61 remaining in the approved contingency.

D. City and Contractor entered into another amendment to the Agreement dated December 5, 2023 ("Amendment No. 2") to allow for Change Order 1 to change the camera sensor types from single-sensor to multi-sensor for several cameras for a cost not to exceed $480,942.48, so that there will be a total of 206 multi-sensor cameras and 662 single-sensor cameras for a total of 868 cameras, and Change Order 2 to reduce the Schedule of Performance from one year after receiving a Notice to Proceed to March 31, 2024 at an additional cost of $178,918.88, for a total additional cost of $659,861.35.

E. City and Contractor entered into another amendment to the Agreement dated September 17, 2024 ("Amendment No. 3") to allow for Change Order 3 for Contractor to provide

a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems for an additional amount of $1,590,485.59, thereby bringing to adjusted Contract Sum to $8,102,322.03.

F. The Agreement provides for a $150,000 "allowance" to cover additional services required thereunder as requested and authorized by the City, for such items associated with permitting, trenching, conduit installation, electrical work, wiring, additional inspections, geotechnical services, public information and notifications, material/concrete testing, utility/permits, or other unforeseen conditions uncovered and authorized by the City. Because none of the allowance had been used, Contractor provided City a credit of $150,000 toward the cost charged to City under Change Order 3.

G. Now, the Parties seek to enter into this Amendment No. 4 to allow for Change Order 4 for Contractor to provide a turnkey, complete installation of additional material and labor to expand the new Access Control and CCTV Surveillance systems per the drawings and remodel of the City Hall Basement for an additional amount of $144,447.68, thereby bringing the adjusted Contract Sum to $8,246,769.71.

H. Section 1.2 of the Agreement adopts the provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata ("Greenbook"). The Greenbook authorizes the Parties to incorporate Change Order 4 into the Agreement.

TERMS

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

A. Section 1.1 (Scope of Work) is hereby amended to read in its entirety as follows:

"**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 RFP 22-046 Access Control and Video Surveillance Systems, Exhibit "A-1," Exhibit "A-2," ~~and~~ Exhibit "A-3" ***and Exhibit "A-4."*** ("**Global Project**"). Exhibit "A-1" describes the temporary CCTV trailers, mobile marshalls, and camera units to be rented to City by Contractor for a period of six (6) months commencing October 24, 2023 and continuing through April 23, 2024. Exhibit "A-2" describes Change Order 1 and Change Order 2, ~~and~~ Exhibit "A-3" describes Change Order 3 ***and Exhibit "A-4" describes Change Order 4***. The Global Project requires Contractor to provide an external/internal Video Surveillance system and Access Control System for the City's 12 Parks, Corporate Yard, City Hall, and Community Center to replace the currently existing systems with a consistent, unified, and expandable solution. Such work will include, but will not be limited to, provision of a full turnkey system involving design, purchase, installation, configuration, software licenses, support and maintenance services. Change Order 3 will require Contractor to provide a turnkey, complete installation of additional material allowing for expansion of the new

Access Control and CCTV Surveillance systems. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain ~~the~~ 90 days storage ~~as required in the original RFP 22-046 specifications~~. ***Change Order 4 will require Contractor to provide a turnkey, complete installation of additional material and labor to expand the new Access Control and CCTV Surveillance systems per the drawings and remodel of the City Hall Basement. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain 90 days storage.*** 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. All of the work described in Exhibit "A-2," Exhibit "A-3," ***Exhibit "A-4"*** and Contractor's Bid items with the exception of 1, 10 and 14, will comprise the public works component of the Global Project ("**Project**"). As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor's Bid/Proposal dated January 9, 2023, 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."

B. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay 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 Eight Million ***Two*** ~~One~~ Hundred ***Forty Six*** ~~Two~~ Thousand ***Seven*** ~~Three~~ Hundred ***Sixty Nine*** ~~Twenty Two~~ Dollars and ***Seventy One*** ~~Three~~ Cents (***$8,246,769.71***~~$8,102,322.03~~) ("**Contract Sum**") for completion of the Global Project. Of this amount, the amount attributable to the Project is Five Million ***One Hundred Eighty Nine*** ~~Forty Five~~ Thousand ***Seven*** ~~Three~~ Hundred ***Seventy Four*** ~~Twenty Six~~ Dollars and ***Twenty Three*** ~~Fifty Five~~ Cents (***$5,189,774.23***~~$5,045,326.55~~)."

C. Section 3.1 (Schedule of Performance; Term) is hereby amended to read in its entirety as follows:

"3.1 Schedule of Performance; Term.

Contractor shall complete the Project minus the work detailed in Exhibit A-3 ***and Exhibit A-4*** by no later than March 31, 2024 in accordance with the schedule contained

in Change Order 2, and any revisions thereof approved by the City in writing.~~,~~ ***Contractor*** ~~**and**~~ shall complete the work required in Exhibit A-3 by no later than March 31, 2025 ***and shall complete the work required in Exhibit A-4 by no later than August 6, 2025***. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. Once the Project is accepted by the City, Contractor will provide City with the services detailed in Bid items 10, the training component of 13, and 14 for a period of five (5) years, consistent with the performance schedule detailed in Contractor's Bid/Proposal dated January 9, 2023. Additionally, Contractor will provide the services set out in Exhibit A-1 for a six (6) month period, commencing October 24, 2023 and continuing through April 23, 2024."

D. Exhibit "A-4" (Change Order 4) is hereby added to the Scope of Work of the Agreement immediately following Exhibit A-3 and shall read in its entirety as follows:

See attached Exhibit "A-4."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all provisions of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 4, Amendment No. 3, Amendment No. 2 and Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3. 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, Amendment No. 1, Amendment No. 2 and Amendment No. 3. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and this Amendment No. 4, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 4, 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. 4, 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. 4.

5. Authority. The persons executing this Amendment No. 4 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. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) the entering into this Amendment No. 4 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 4 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. 4.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 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:

JOHNSON CONTROLS, INC., a Wisconsin corporation

5/22/2025 | 1:09 PM PDT

Name: James Parker
Title: Branch Installation Manager

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.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 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:

JOHNSON CONTROLS, INC., a Wisconsin corporation

5/22/2025 | 1:09 PM PDT

_____
Name: James Parker
Title: Branch Installation Manager

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.

Docusign Envelope ID: DF6A4248-B65D-4EFB-91B0-A1CDA0679663

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

Docusign Envelope ID: DF6A4248-B65D-4EFB-91B0-A1CDA0679663

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

Docusign Envelope ID: DF6A4248-B65D-4EFB-91B0-A1CDA0679663

EXHIBIT "A-4"

CHANGE ORDER 4

Contractor to provide a turnkey, complete installation of additional material and labor to expand the new Access Control and CCTV Surveillance systems per the drawings and remodel of the City Hall Basement. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain the 30 days storage as required in the original RFP 22-046 specifications.

The additional card readers and cameras listed in the BOM/Bill of materials will be installed, configured and tested for proper operation. Each door/portal location receiving a card reader will be connected to the customer provided electronic locking door hardware for proper operation of the door.

Total Investment Summary:

Total Labor	$	86,370.66
Total Material	$	43,446.21
Total Licenses & Cloud Services	$	1,928.78
Total Cloud Services (90 days, 5 years total)	$	8,029.41
Tax (State of California) on material only	$	4,672.62
Total Investment / Quote (net selling price, FOB shipping point, tax included)	**$**	**144,447.68**

Docusign Envelope ID: DF6A4248-B65D-4EFB-91B0-A1CDA0679663

BOM / Bill of Materials

Mfr	Part #	Description	Qty
		Head-End – ACCESS CONTROL	
Qumulex	QXEP-DKUF-08DR-1502-MR52-U	Unified series 8 Door kit, unmanaged. Includes (1) QXEP-LP1502 Intelligent Controller and (3) QXEP-MR52-S3B, and (1) LifeSafety PS.	1
Altronix	BT1212	Battery, 12VDC, 12AH	2
		Field Devices - Access Control	
HID	40NKS-00-00192U	SIGNO 40, BLK/SLVR,PIG,CRD PFL STD,BLE:ON,OSDP,V1,32-B	7
GRI	180-12-B	DOOR CONTACT 3/4 RECESSED BROWN WITH LEEDS	8
Kantech	T.REX-LT-NL	T.REX-LT-NL NO LOGO EXIT DETECTOR	7
GRI	6644	EOL Resistor	22
		***Software – Access Control ***	
Qumulex	QXP	SINGLE QUMULEX PRO CLOUD RESOURCE (DOOR) LICENSE	7
		Head-End	

		Field Devices – CCTV	
Axis	02416-001	AXIS P4707-PLVE OFFERS **TWO CHANNELS** WITH 5MP PER CHANNEL	2
Axis	02172-004	SINGLE PORT MIDSPAN FOR POWER OVER ETHERNET PLUS (POE+) IEEE	1
Axis	02366-001	SURVEILLANCE CARD 1TB	2
		Software	
Qumulex	QXP	SINGLE QUMULEX PRO CLOUD RESOURCE (CAMERA) LICENSE	2
Qumulex	CS90-60	90 day cloud video storage subscription, billed every five years One per QXP License (one per lens for multisensor cams)	4

Docusign Envelope ID: DF6A4248-B65D-4EFB-91B0-A1CDA0679663

Customer Responsibilities:
These are items that JCI is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by JCI. These requirements must be provided by the owner.

1. All AC power to be located in the basement as specified by JCI.
2. All required network hardware, cable, connections, and connectivity supporting these systems, for connection to the client network.
3. All software or hardware configuration for owner furnished equipment.
4. Electronic locking door hardware, including but not limited handles, transfer cables, hinges, and push bars.
5. Painting, patches, and any related finish repairs.

Inclusions:
The following items are included in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

1. All Equipment, and accessories required for fully functional systems.
2. Prevailing Wage, Non-Union labor associated with engineering, installation, programming, testing.
3. Documentation submittal package with the manufacturer's product sheets and operation manuals.
4. Coordination and cooperation with the customer team regarding installing the system.
5. Pricing assumes normal working hours, Mon-Fri, 8am to 6pm. Excludes all off-hours work.
6. As built and redline drawings, along with project close out documents are included.

Exclusions:
The following items are excluded from this proposal unless specifically identified otherwise within this proposal documents or scope of work statement.

1. All high voltage power, including but not limited to wire panels, breakers, relays, boxes, receptacles.
2. All underground conduit, trenching, encasement and or backfill from buildings and or poles.
3.

Note: All equipment availability will be provided at the date material is released to be ordered. Delivery dates are based on manufacturer availability and Johnson Controls, Inc. will not be responsible for any delays of any equipment at any time.

From: Roobik Galoosian
To: Rafael Rico
Cc: Desiree Johnson
Subject: FW: Body Cam Proposal / Agreement
Date: Thursday, April 24, 2025 8:43:55 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image006.png
cert_CHI_City of Carson_10311377_11.pdf
cert_CHI_City of Carson_10915023_2.pdf
Body Cam Purchase Agreement.pdf
Importance: High

Hi Rafael,
This insurance is approved but the PDF is protected so please use this email to show approval.

Thanks.

Roobik Galoosian
Risk Management
City of Carson
701 E. Carson Street, Carson, CA. 90745
Tel: (310) 952-1764

http://www.carsonca.gov

City Hall is closed on Fridays

From: Rafael Rico <rrico@carsonca.gov>
Sent: Thursday, April 24, 2025 7:35 AM
To: Roobik Galoosian <RGaloosian@carsonca.gov>; Desiree Johnson <djohnson@carsonca.gov>
Subject: FW: Body Cam Proposal / Agreement
Importance: High

Hi Roobik and Desiree,

Please see updated COI & accompanying documentation provided by Johnson Controls.

We kindly ask that you provide your review and approval if all checks out so that we can start routing this agreement immediately. Pricing will increase on the items we are trying to get purchased.

Please let me know if anything else is needed.

Thank you,

Rafael Rico Jr.
Administrative Analyst | Public Safety Department
City of Carson
701 E. Carson Street
Carson, CA 90745
(310) 952-1786 | rrico@carsonca.gov
City Webpage

City Hall is closed on Fridays

From: Mark Thummel <Mark.A.Thummel@jci.com>
Sent: Thursday, April 24, 2025 7:26 AM
To: Rafael Rico <rrico@carsonca.gov>
Cc: jci certrequest marsh <jci.certrequest@marsh.com>
Subject: RE: Body Cam Proposal / Agreement
Importance: High

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

Good morning Rafael,
Attached is the signed Cyber Liability attachment to the COI which contains the additional certificate endorsements.

Mark Thummel
Mark Thummel

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2025

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 MARSH USA LLC 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-All-Cyber-25-26	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com
INSURED Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Steadfast Insurance Company — 26387 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010311377-11 **REVISION NUMBER:** 11

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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER		
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			SPR0131628-08	02/01/2025	02/01/2026	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Carson
701 E. Carson Street
Carson, CA 90745

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 of Marsh USA LLC

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AGENCY CUSTOMER ID: CN101230596
LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC	Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

OTHER BROKER:
The Cyber Liability insurance referenced herein were placed by Aon Risk Services Central, Inc., or one or more of its subsidiaries or affiliates. Marsh is evidencing this coverage on this certificate for your convenience.

NAMED INSURED:
American Chiller Mechanical Service LLC; ArkLaTex Mechanical Services; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM:Systems Europe Limited; FM Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; IonicBlue Partners LLC; JC Residential and Light Commercial LLC; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Building Solutions LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; M&M Refrigeration, LLC; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Security Enhancement Systems LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire USA Inc.; Silent-Aire Mission Critical Service LLC; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2025

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 MARSH USA LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596--5-24-25*	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010915023-02 **REVISION NUMBER:** 2

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 X Contractual Liability X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			MWZY 313947-24	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 5,000,000 $ 50,000 $ 5,000,000 $ 20,000,000 $ INC IN GEN AGG $
A A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MWTB 313946-24 (Excludes New Hamp) MWTB 313949-24 (Primary NH $250k) MWZX 313950-24 (Excess NH $4.75mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2024 10/01/2024 10/01/2024	10/01/2025 10/01/2025 10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC 313943-24 (AOS - see page 2) MWXS 313944-24 (OH & WA)	10/01/2024 10/01/2024	10/01/2025 10/01/2025	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)

City, its elected and appointed officers, employees and agents is/are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER

City of Carson
701 East Carson Street
Carson, CA 90745

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 of Marsh USA LLC

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AGENCY CUSTOMER ID: CN101230596
LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	EFFECTIVE DATE:
CARRIER / NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMPENSATION:
Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE:AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:
The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:
The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:
The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:
For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE
The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:
The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to $1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:
Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:
American Chiller Mechanical Service LLC; ArkLaTex Mechanical Services; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM:Systems Europe Limited; FM Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; IonicBlue Partners LLC; JC Residential and Light Commercial LLC; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Building Solutions LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; M&M Refrigeration, LLC; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Security Enhancement Systems LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire USA Inc.; Silent-Aire Mission Critical Service LLC; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls US Holdings, Inc.			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 24	Policy Period 10/01/24 - 10/01/25	Effective Date of Endorsement 10/01/24
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:
As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls US Holdings, Inc.			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 24	Policy Period 10/01/24 - 10/01/25	Effective Date of Endorsement 10/01/24
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

GL 289 002 1012

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

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B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured,** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in a contract or any other agreement that such person(s) or organization(s) be added as additional insured on your policy. The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The most we will pay on behalf of the additional insured described in Paragraph **A.** above is the lesser of the amount payable under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, C. Limits of Insurance** or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial Auto Coverage Form to which this endorsement is attached.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

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:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:
Any person or organization that you are required by contract to waive recovery right.

(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 is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
If required by contract, any person or organization against whom you have agreed to waive your right to recovery.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06**
(Ed. 04-84)

POLICY NUMBER: MWC 313943 24

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER TO THE EXTENT ALLOWABLE BY LAW	ANY JOB FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER TO THE EXTENT ALLOWABLE BY LAW

DATE OF ISSUE: 08-06-24

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From the WCIRB's California Workers' Compensation Insurance Forms Manual@ 1999.

Report to Honorable Mayor and City Council

Wednesday, November 5, 2025, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RJM DESIGN GROUP FOR DESIGN SERVICES FOR PROJECT NO. 1368 CARRIAGE CREST PARK EXPANSION AND IMPROVEMENTS PROJECT (CITY COUNCIL)

I. SUMMARY

On February 21, 2023, the City Council approved a Professional Services Agreement with RJM Design Group, Inc. for Project No. 1368 - Carriage Crest Park Expansion and Improvements. The original agreement was for a not-to-exceed amount of $904,455 and had a term ending July 19, 2024. To allow for continued construction support services beyond the original expiration date, the City Council approved Amendment No. 1 on July 19, 2024, extending the agreement through December 25, 2025. However, during construction, several unforeseen circumstances arose, including significant delays in the delivery of prefabricated restroom and storage building materials. Consequently, staff from multiple departments collaborated with the project design team to shift from a prefabricated building approach to a traditional stick-built design for the new restroom and storage facilities. This transition allows for greater control over materials, schedule, and quality but also requires additional design work, coordination, and extended construction support from RJM Design Group once the improvements begin. To address these changes and the expanded scope of work, staff recommends that the City Council approve Amendment No. 2 to the agreement with RJM Design Group, Inc. The amendment would extend the contract term through June 30, 2026, and increase the not-to-exceed amount by $200,000, bringing the total contract value to $1,104,455.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE proposed Amendment No. 2 to the Professional Services Agreement with RJM Design Group, Inc. for Project No. 1368, Carriage Crest Park Expansion and Improvements Project, for an additional amount of $200,000, bringing the total not-to-exceed amount to $1,104,455, and extending the term of the contract until June 30, 2026; and,
2. AUTHORIZE the Mayor to execute the proposed Amendment No. 2 to the Professional Services Agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the proposed Amendment No. 2 to the Professional Services Agreement with RJM Design Group, Inc.

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

IV. BACKGROUND

Project No. 1368 - Carriage Crest Park Expansion and Improvements Project includes refurbishing the existing main park building and developing an additional ten (10) acres of land leased from the Los Angeles County Sanitation District. The project features a new playground, outdoor fitness equipment area, athletic ball fields with lighting, dog park, basketball court, restrooms and storage buildings, and a walking/jogging loop. The original Professional Services Agreement with RJM Design Group, Inc. was approved by the City Council on February 21, 2023, for a not-to-exceed amount of $904,455, covering the design of the park expansion. To allow for additional design support, Amendment No. 1 extended the contract term from June 19, 2024, to December 25, 2025.

Since the initial contract approval, the project has experienced unforeseen challenges and logistical delays that require additional design revisions and extended construction support. Specifically, the prefabricated restrooms and storage buildings initially planned for the site faced significant manufacturer delays, with fabrication and delivery estimated to take 35 to 40 weeks. To avoid further setbacks, staff recommends proceeding with traditional on-site construction (“stick-built” structures). This change requires new architectural plans and specifications from RJM Design Group, as well as additional construction support services.

In addition, staff and the project team have identified several enhancements to improve functionality, safety, and consistency with other park facilities citywide. These include the installation of security cameras and a monument sign reader board. To accommodate these additional design and construction support services, staff recommends approving Amendment No. 2 to the RJM Design Group agreement. The amendment would extend the contract term through June 30, 2026, and increase the not-to-exceed amount by $200,000, for a revised total of $1,104,455. A detailed breakdown of the proposed additional costs is as follows:

Scope Item	**Description**	**Amount**
Ground-Up Building Design	Architectural design for four buildings now being constructed on-site rather than prefabricated.	$110,120
Security Camera Enhancements	Design services for new security camera installations on light poles, including power and conduit specifications.	$7,000
Monument Sign Reader Board Attachment	Structural design for adding a reader board attachment to the park monument sign.	$7,800
Construction Support Services	Extended construction support through project completion.	$56,180

Design and Construction Contingency	Reserve for unforeseen design and construction needs.	$18,900
Total Additional Services		$200,000

The project remains on track for completion in Spring 2026.

V. FISCAL IMPACT

The proposed Amendment No. 2 to the Professional Services Agreement with RJM Design Group, Inc. adds $200,000 to the existing contract, increasing the total not-to-exceed amount to $1,104,455. If approved by the City Council, the additional $200,000 will be funded through Development Impact Fee (DIF) Park Funds allocated within Project Expense Account No. 289-80-820-274-8008, as outlined in Resolution No. 25-124, which is being considered as a separate agenda item at this meeting.

VI. EXHIBITS

1. RJM Design Group, Inc. Original Agreement
2. RJM Design Group, Inc. Agreement Amendment 1
3. RJM Design Group, Inc. Agreement Amendment 2

Attachments

Exhibit No. 1 - RJM Design Group, Inc. Original Agreement

Exhibit No. 2 - RJM Design Group Amendment 1

Exhibit No 3 - RJM Design Group Amendment 2

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

RJM DESIGN GROUP, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
RJM DESIGN GROUP, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 20th day of July, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and RJM DESIGN GROUP, 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 **Nine Hundred Four Thousand Four Hundred Fifty-Five Dollars ($904,455)** (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:

Zachary Mueting	Principal
(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 Kenneth Young, Senior Civil Engineer, or such other person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Consultant Initials

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

5.4 Sufficiency of Insurer.

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

agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without

liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials

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
[brj]

CONSULTANT:

RJM DESIGN GROUP, INC., a California corporation

By: _____
Name: Larry P. Ryan
Title: President

By: _____
Name: Zachary Mueting
Title: Corporate Secretary
Address: 31591 Camino Capistrano
San Juan Capistrano, CA 92675

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.

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 Orange)

On February 15, 2023 before me, Amanda Meyer, Notary Public
(insert name and title of the officer)

personally appeared Larry Ryan,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

AMANDA JOY MEYER
Notary Public - California
Orange County
Commission # 2376005
My Comm. Expires Sep 23, 2025

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 Orange)

On February 15, 2023 before me, Amanda Meyer, Notary Public
(insert name and title of the officer)

personally appeared Zachary Mueting,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

AMANDA JOY MEYER
Notary Public - California
Orange County
Commission # 2376005
My Comm. Expires Sep 23, 2025

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. General: Provide Professional Landscape Architectural, Architectural, Environmental, and Engineering Services to design and implement the expansion and improvements to Carriage Crest Park located in the City of Carson on the north east corner of West Sepulveda Boulevard and S. Figueroa Street (the "park"). The park improvements, per the City's current concept plan as of the date of this Agreement, will include the following:

1. Park monument sign
2. Small and large dog park with fencing
3. Pre-fabricated restroom at the dog park
4. Shaded exercise stations
5. One 275' ballfield with 60', 70' & 90' bases and fencing
6. Two 200' ballfields with 60' bases and fencing
7. Scoreboards for three ballfields
8. Two natural turf soccer fields with synthetic turf option
9. 3' high fencing along Sepulveda Boulevard
10. All-abilities playground
11. Renovation of the existing park building
12. Decomposed granite walking path
13. Covered trash enclosure
14. Parking lots
15. Multi-Use fenced hard court
16. Pre-fabricated concession and restroom building
17. Two picnic shelters
18. Turf volleyball area
19. Concrete walkways

20. Low water use landscape to attract birds and butterflies

21. Efficient irrigation system

22. All park elements are to be lighted

23. Site furnishings throughout the park

Consultant's design services will, without limitation: (i) address potential impacts of park development on nearby residences; (ii) evaluate grading options (balanced site vs. export); (iii) provide restroom / concessions support amenities for Little League and sporting events; (iv) incorporate new design elements that create a contiguous park experience for residents and visitors; (v) modernize a 5-acre community park that will serve the City for decades to come; and (vi) update improvements to current ADA standards.

B. The Phases and Tasks for performance of the services will be as follows:

Phase A – Project Familiarization and Pre-Design. To start, Consultant will perform Tasks 1 through 3 (below) simultaneously as a part of the pre-design tasks that familiarizes Consultant's design team with the project parameters and conditions.

1. Task 1: Project Management

To get the process started, Consultant's design team will conduct a virtual kick-off meeting with City staff to review project background, project goals and objectives, project scope of work, itemizing critical and high priorities, construction budget, and review of available documents. In general, Consultant anticipates the City will provide all available utility maps, irrigation as-builts and tree survey information, if available. At this kick-off meeting, Consultant will also establish communication protocols, for coordination and reporting of information back to the City, subject to the requirements of this Agreement.

Consultant will coordinate with the City to schedule progress and coordination meetings, prepare meeting agendas, and prepare meeting minutes after their conclusion, subject to the requirements of this Agreement.

2. Task 2: Data Gathering and Analysis

After becoming acquainted with City staff and their intended goals for the project, Consultant will conduct an existing facilities / inventory of the site and the assemblage of background information. Subsequent design decisions will be based on this information as available. Consultant's team will conduct a visual field investigation to photo document existing conditions including sun patterns and orientation, vehicular and pedestrian

access and circulation, fire access, drainage, topography, security, and physical limitations/external influences. Consultant will then review local codes and standards applicable to site development, as well as a thorough review of Los Angeles County Board of Health standards in relation to the concession stand food service.

3. Task 3: Site Investigations

During this preliminary phase, Consultant's design team will also begin work on the items needed prior to the preparation of the conceptual design, which work will include the following elements:

(1) Topographical Survey - Preparation of base map using new survey information to show existing conditions, to include edge of parking lot for accessible parking spaces, path of travel, above ground utilities, trees, and vegetation.

(2) Geotechnical Soils Report and Soil Infiltration Tests - Prepare Geotechnical soil infiltration tests for the viability of storm water treatment with infiltration best management practices. A formal geotechnical report will include a summary of subsurface conditions, a description of the general geology of the site and geologic constraints that could have an effect on development, and engineering design considerations including seismic design parameters and recommendations for appropriate foundation design.

(3) Agronomic Soil Analysis – Specifically for sports fields to provide prescriptive soil management practices to support active play by local sports leagues, but also for landscape areas to ensure soil is viable to support plant material and identify any required amendments.

Phase B – Conceptual Design/Agency Coordination. Continuing the development process, Consultant will conduct Tasks 4 through 6 concurrently in order to properly conceptualize the potential of the site with the limitations imposed outside agency jurisdictions as well as easement and right-of-way restrictions on the site.

4. Task 4: Preliminary Design

Based upon information garnered from City staff and an evaluation of the previously prepared park concept plan, Consultant shall prepare a preliminary conceptual plan at an appropriate scale showing spatial relationships for each potential feature/element. These plans will illustrate the adjacent relationships of the site elements, parking considerations, and the continuity of the park site as a whole. Consultant will meet with City staff to review the preliminary conceptual plan and incorporate staff comments in a refinement of the preliminary design. With City approval of the preliminary conceptual plan, Consultant will develop a revised conceptual plan to accommodate outstanding City comments. At this time, Consultant will commence the development of a comprehensive 3D model

in order to develop the requested renderings of the various proposed park elements, including specific areas like the dog park areas and ballfield complex, as well as renderings of the new architectural features and play areas. Additional items to be included as part of the preliminary design phase will involve the lighting analysis using photometrics of the proposed light fixtures in order to provide sufficient light levels for safety and security. During this time, Consultant will develop a preliminary plant list identifying the landscape material to be used with representative images on a photo board for review and approval. The resulting plans and exhibits will provide illustratives for the project site to be shared with the community at two City Council meetings, and be used as the basis for the development of the itemized construction cost estimate. Consultant will meet with City staff to review revised conceptual plan and prepare for sharing this information with the community in the following tasks.

5. Task 5: Property, Easement and Right-of-Way Support

As a preliminary step before solidifying the intent of the conceptual design, Consultant's design team will thoroughly review the property boundaries, agency easements and other jurisdictional requirements of the design process. This measure will ensure that Consultant clearly identifies the developable area of the park site while evaluating the restrictions of development within said easements. Consultant shall prepare legal descriptions and plats for all required easements in accordance with City guidelines. All documentation necessary for vacation of public right-of-way (ROW) and merging City parcels shall be provided as directed by the City Engineer.

6. Task 6: Jurisdictional Coordination. As indicated in the easement phase support, Consultant's design team will engage with the local utility agencies for the site to assess the power supply with Southern California Edison (SCE) to provide the necessary amperage to power the requested sports field lighting in addition to the safety lighting located throughout the park to provide security and visibility to park visitors. Similarly, the design team will work with the Dominguez District of California Water Service (CWS) to research the availability of reclaimed water usage for landscape irrigation and the connections for potable water for the various facilities programmed throughout the site.

Phase C – Construction Document Development. With approval from City Council on the conceptual park plan, Consultant can begin the development of the construction documents. Once again, Consultant will work on several itemized tasks simultaneously in order to be time efficient.

7. Tasks 7 & 8: SCE and CWS Plans of Service.

After making connections with the local utility agencies in Consultant's early task of Jurisdictional Coordination, Consultant will establish intended plans of service for both water and power. Using its preliminary research to establish its power and water requirements, Consultant can prepare a utility plan that clearly outlines the infrastructure location and routes to the amenity connections. These plans will be folded into Consultant's complete construction set used for contractor bidding.

8. Task 9: Final Design and Contract Documents. The key component of the entire project are the contract documents including the construction plans, details, and technical specifications for the improvements. Consultant's design team will prepare a complete set of construction documents that will include the following plans and details:

- Demolition Plans
- Precise Grading & Drainage Plans and Details
- Erosion Control Plans and Details
- Construction Plans and Details
- Irrigation Plans and Details
- Planting Plans and Details
- Architectural Plans and Details
- Mechanical, Electrical, and Plumbing Plans
- Structural Plans
- Lighting and Electrical Plans

Plans will be prepared at the requested 60%, 90%, and 100% progress intervals, and will be accompanied by technical specifications and an itemized opinion of probable cost. Technical specifications for each of the above disciplines will be incorporated into the project manual. Site work and building construction specifications shall be prepared utilizing the Standard Specifications for Public Works Construction (Greenbook) format. In addition, all civil engineering Precise Grading & Drainage Plans will be accompanied by Water Quality Management Plans/Low Impact Development and hydrology calculations. Equally, the required structural calculations will accompany the corresponding structural details. Consultant will host meetings at the end of each City review period for the progress submittal increments in order to review all requested revisions and discuss any changes that would improve the overall design.

Phase D – Engagement & Outreach.

9. Task 10.1: Targeted Internal Engagement.

   Consultant will work with the various City departments in a collaborative information sharing workshop to review the development progress in two interdepartmental workshops. These workshops can occur early on in the design development phase and again during the construction document development phase. This close collaboration will allow for discussion of future maintenance scheduling, programming coordination, and constructability of specific plan elements.

10. Task 10.2: Community Outreach Plan

    Consultant will employ community outreach in the Conceptual Design phase in order to solicit feedback from the ultimate users of the facility and ascertain the desired amenities and park elements of the neighborhood. Consultant's first workshop will provide participants the opportunity to "design" their park using paper cutouts of various park amenities to help the group understand the relationship between various park features as well as the space each of the facilities requires to operate safely. After this initial workshop, Consultant will catalog all of the designs and comments from the community in order to develop a preliminary conceptual design. If two of these preliminary conceptual designs are provided, the second workshop may consist of the community members evaluating and "voting" for their preferred design.

    Alternatively, if the City prefers, Consultant will work with City staff to host a workshop where the community can participate in a design review of the project. Community members can learn about the history of the project, proposed improvements, as well as share their feedback. At the end of the workshop, Consultant will summarize the community information for City.

Phase E – Bidding & Construction Observation

A. Bidding Procedures. Consultant shall assist the City with the Bidding Phase of the project. Questions, clarifications or conflicts arising out of the bidding process will be resolved by addenda prepared by Consultant. Addenda to the contract for construction shall be prepared in writing to document any clarification or modification made to the contract documents. In addition, Consultant shall attend a pre-bid conference and assist the City in reviewing the bid submittals.

B. Construction Observation. Based on current market conditions within the construction industry and construction management availability, Consultant recommends the City contract with a construction manager at the time of bidding. This will allow for competitive bidding based on current construction availability and rates. Consultant's proposal has identified an

allowance to be held in reserve by the City for contracting these services. At the time of bidding, Consultant will introduce construction management firms the City may want to contract with.

During the Construction Phase of the project, Consultant shall provide the following services, unless modifications are approved by the City based on City's involvement/coordination with a construction manager:

1. Pre-Construction Conference. A pre-construction conference shall be organized and conducted to brief all parties concerned with general and special requirements of the contract for construction. Procedural matters, routing of information, and project representatives shall be defined. Attendees shall include representatives from the City staff, Consultant, the contractor, and all major subcontractors.

2. Job Site Meetings. Job site meetings shall be scheduled and conducted by the Consultant for the same day and time through the duration of the project. Scheduling, coordination, requests for information, and changes to the contract for construction are routinely monitored. Consultant shall publish and distribute a field report for each job site meeting, documenting the progress of construction and specifically noting current and delinquent action items.

3. Submittal and Shop Drawing Review. Consultant shall review required shop drawings, RFI responses, and related submittals as defined by the contract documents.

4. Project Close Out. At the completion of the Construction Phase, a final job site meeting and review of the entire facility shall be conducted by Consultant. A final punch list will be published and distributed by the Consultant to all parties concerned, specifically noting required corrections, non-conforming work, and work remaining to be completed. A second walk-through shall be conducted when all punch list items have been corrected, at which time a Final Notice of Completion shall be filed by the City.

5. Record Drawings. Consultant will review contractor-submitted Record Drawings for contract conformance and completeness based upon field observations made during the construction observation/administration task and the original contract documents. Consultant shall not be held responsible for inaccuracies of the contractor-provided record drawings. Any site visits required to verify information contained on the contractor's as-built drawings will be provided on an hourly basis.

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

A. Phase A:

1. Data Gathering & Site Analysis - Site Analysis Plan; Opportunities and Constraints Map; Photo Inventory of Existing Conditions.

2. Site Investigations - Topographic Base Map; Geotechnical Report with Infiltration Analysis; Agronomic Soil Analysis Report with Recommendations.

B. Phase B:

1. Conceptual Park Design and Conceptual Park Design Refinement

2. Color Renderings of Proposed Park Elements from 3D Model

3. Color Renderings of Proposed Architectural Improvements and Play Areas

4. Photometric Light Analysis

5. Proposed Plant Material Photo Board

6. Legal descriptions and plats for all required easements; documentation necessary for vacation of public ROW and merging City parcels.

C. Phase C:

1. SCE Plan of Service

2. CWS Plan of Service

3. Plans, Technical Specifications and Estimate (PSE) for 60% Progress Submittal.

4. PSE for 90% Progress Submittal

5. PSE for 100% Progress Submittal

D. Phase D:

1. Plans and Graphic Elements to Illustrate the Conceptual Park Plan for Interdepartmental City and Community Workshops

E. Phase E:

1. Review of required shop drawings, RFI responses, and related submittals as defined by the contract documents

2. Project close out punch list

3. Review of record drawings

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

A. Phase E - Field report for each job site meeting.

IV. As part of the Services, Consultant will conduct or participate in (as applicable) the following meetings:

A. Phase A:

1. Virtual kick-off meeting with City staff
2. Progress and coordination meetings
3. Field investigation

B. Phase B:

1. Meeting with City staff to discuss refinements to Preliminary Design
2. Additional Meeting with City staff to gain Approval of Preliminary Design to move forward into Construction Document Development
3. City Council Meeting Presentations of Conceptual Park Design & Park Elements.

C. Phase C:

1. Meeting with City staff to discuss refinements to 60% Progress Plans
2. Meeting with City staff to discuss refinements to 90% Progress Plans
3. Meeting with City staff to discuss refinements to 100% Progress Plans
4. Final Meeting with City staff to gain Approval of Final Design Documents

D. Phase D:

1. Two Interdepartmental City Workshops
2. Two Community Workshops

E. Phase E:

1. Pre-Construction conference
2. Job site meetings – 24

3. Final job site meeting, review of facility, and second walk-through for project close out

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 the following personnel to accomplish the Services:

A. Zachary Mueting, Principal

B. Andrew Steen, Project Landscape Architect

C. David Dzwilewski, Sports Field Consultant

D. RM Architecture, Rubio Medina – Approved Subconsultant, Architecture

E. civTEC, Tom Carcelli – Approved Subconsultant, Civil Engineering

F. FBA Engineering, Bill Zavrsnick - Approved Subconsultant, Electrical Engineering

G. Glasir Design, Chris Curry (SBE Certification Pending) – Approved Subconsultant, Irrigation Design

H. GMU Geotechnical, Inc., Greg Silver – Approved Subconsultant, Geotechnical/Structural Engineering

I. RGI Utility Consultants, Robert Gregory – Approved Subconsultant, Utilities

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

I. Section 1.1 (Scope of Services) is 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. 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."

II. Section 1.3 (Compliance with Law) is 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) is amended to read in its entirety as follows:

"1.5 Familiarity with Work.

"By executing this Agreement, Consultant ***represents*** ~~warrants~~ that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. ~~If the services involve work upon any site,~~ Consultant ***represents*** ~~warrants~~ that Consultant has or will investigate the ***project*** 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."

IV. A new Section 1.10, "Compliance with Labor and Wage Laws," is hereby added to the Agreement, to read in its entirety as follows:

"1.10 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Consultant and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Consultant shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects.

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

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

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor."

V. Section 2.3 (Reimbursable Expenses) is amended to read in its entirety as follows:

"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, ***and as set forth in the Scope of Services (Exhibit "A").*** 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 ***at the rates set forth in Exhibit C-1, if such additional services are authorized pursuant to Section 1.8.***"

VI. Subsection (c) of Section 5.1 (Insurance Coverages) is amended to read in its entirety as follows:

"(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned ***(if any)***, non-owned, leased, hired cars and any automobile."

VII. Section 5.2 (General Insurance Requirements) is amended to read in its entirety as follows:

"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 ***(or ten (10) days' notice if cancellation is due to non-payment of premium)*** 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 ~~DATE~~ THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE ***(OR TEN [10] DAYS' NOTICE IF DUE TO NON-PAYMENT OF PREMIUM)*** 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."

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 $904,455 as provided in Section 2.1 of this Agreement.**

V. **The Consultant's billing rates for additional services not included within the scope of services (which would need to be authorized pursuant to Section 1.8) are attached as Exhibit C-1.**

EXHIBIT C-1

CONSULTANTS' HOURLY RATES

RJM DESIGN GROUP, INC.	
Principal Landscape Architect	$210 per hour
Associate Landscape Architect	$180 per hour
Landscape Architect	$165 per hour
Job Captain / Landscape Designer	$150 per hour
CADD Technician / Graphics	$135 per hour
Clerical	$95 per hour
RUBIO MEDINA	
Project Architect	$150 per hour
Project Manager	$135 per hour
Drafting	$65 per hour
Clerical	$35 per hour
CIVTEC (CIVIL ENGINEERING/SURVEY)	
Principal	$185 per hour
Project Manager	$150 per hour
Project Engineer	$125 per hour
Project Surveyor	$120 per hour
Design Engineer	$100 per hour
Draftperson	$75 per hour
Project Assistant	$60 per hour
2-Man Survey Crew	$275 per hour
3-Man Survey Crew	$355 per hour
FBA ENGINEERING	
Principal / Project Director	$210 per hour
V.P. / Senior Associate	$160 per hour
Associate / Project Manager	$160 per hour
Construction Support	$135 per hour
Electrical Designer	$110 per hour
CAD / BIM Designer	$90 per hour
Technical Typist	$50 per hour
GLASIR	
On-Site Consulting	$135 per hour
Irrigation Designer	$110 per hour
Plan Check	$110 per hour

GMU	
Principal / Director	$280 per hour
Associate Engineer or Geologist	$255 per hour
Senior Engineer or Geologist	$235 per hour
Project Engineer or Geologist	$200 per hour
Senior Staff Engineer or Geologist	$180 per hour
Staff Engineer of Geologist	$165 per hour
CAD / GIS Design Engineer	$120 per hour
Document Preparation and Project Services	$105 per hour
RGI UTILITY CONSULTANTS	
Principal	$225 per hour
Senior Project Manager	$205 per hour
Project Manager	$185 per hour
Utility Coordinator	$165 per hour
CAD Operator	$155 per hour
Administrative Assistant	$135 per hour

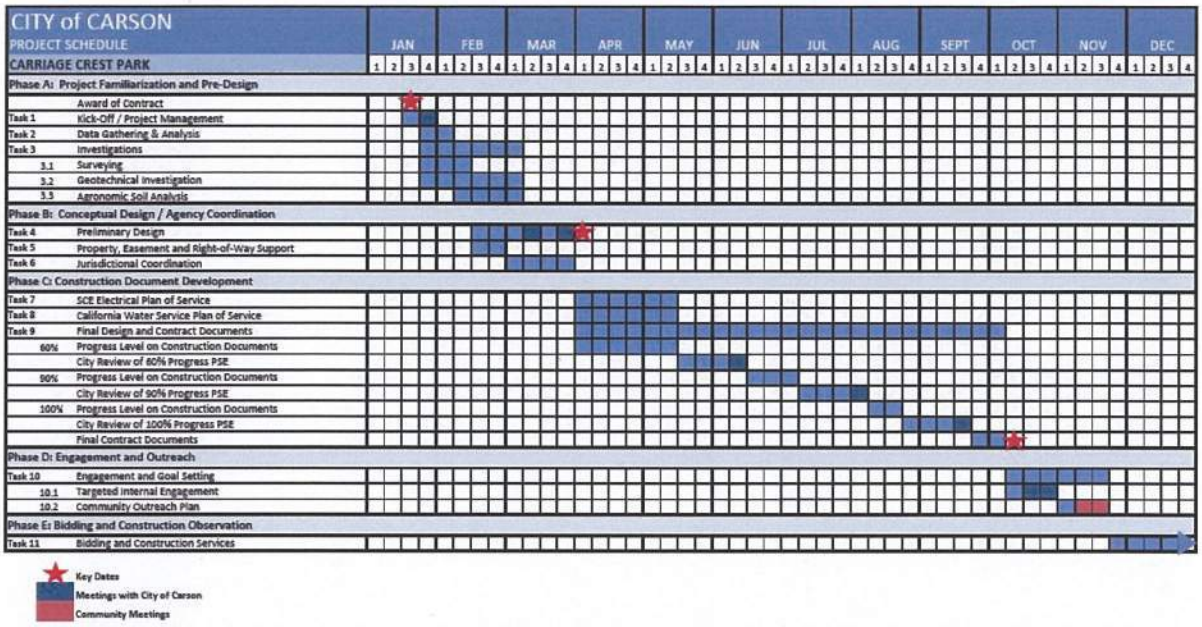
*Charges for subconsultant services are billed at cost plus a 15% coordination fee.

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2023. Provisions for fee escalation pertain to all contract extensions and additional work.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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



Note: All dates, timeframes, and deadlines specified in the schedule above (from Consultant's proposal) shall be deemed adjusted to account for the difference in time between the contemplated date of "Award of Contract" referenced in the schedule above (third week of January, 2023) and the actual date of this Agreement.

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

A. Phase A Deliverables - See Section I of this Exhibit "D," above.

B. Phase B Deliverables - See Section I of this Exhibit "D," above.

C. Phase C Deliverables - See Section I of this Exhibit "D," above.

D. Phase D Deliverables - See Section I of this Exhibit "D," above.

E. Phase E Deliverables - See Section I of this Exhibit "D," above

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

RJMDESI-01 MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/6/2022

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 License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Ali Smith PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Ali.Smith@ioausa.com
INSURED RJM Design Group, Inc. 31591 Camino Capistrano San Juan Capistrano, CA 92675	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : RLI Insurance Company — 13056 INSURER B : Arch Insurance Company — 11150 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	PSB0007263	9/30/2022	9/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ded	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 0
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X No Co. Owned Autos	X	X	PSA0002412	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE X DED [ ] RETENTION $			PSE0003628	9/30/2022	9/30/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	PSW0004066	9/30/2022	9/30/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Prof Liab/Clms Made			PAAEP0031105	10/1/2022	10/1/2023	Per Claim	2,000,000
B	Ded.: $25K Per Claim			PAAEP0031105	10/1/2022	10/1/2023	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Landscape Architectural Services

City of Carson, its elected and appointed officers, employees, volunteers and agents are Additional Insured with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General & Auto Liability and Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

City of Carson
Attn: Robert Lennox
701 E Carson Street
Carson, CA 90745

INSURANCE APPROVED
RG
3/9/2023

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

Named Insured: RJM Design Group, Inc.
Policy Number: PSA0002412

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

   Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of the "loss";

Policy Number: PSB0007263
Named Insured: RJM Design Group, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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 RJM Design Group, Inc., a California corporation ("Consultant") is effective as of the 19th day of July, 2024. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 20, 2023 ("Agreement") whereby Consultant agreed to provide professional landscape architectural, architectural, environmental, engineering, and construction support services to design and implement the expansion and improvements to Carriage Crest Park ("Park") located in the City of Carson on the north east corner of West Sepulveda Boulevard and S. Figueroa Street, for a not to exceed contract sum of $904,455. The term of the Agreement was set to expire July 19, 2024.

B. City and Consultant now desire to amend the Agreement to extend the term to December 31, 2025, to allow for Consultant to continue to provide construction support services for the Park, effective retroactive to July 19, 2024.

C. Section 2611(m)(1) of the City's Municipal Code authorizes the City Manager to approve contract amendments for extensions of time only.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~strikethrough~~).

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

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not ***later than December 25, 2025***~~exceeding one (1) years from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

B. Exhibit D (Schedule of Performance) of the Agreement is hereby amended as follows:

Phase E, Task 11 deadline will be extended to December 31, 2025.

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.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement. Each party represents and warrants to the other that the Agreement, as amended by this Amendment, 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(s) and year written below.

CITY:

CITY OF CARSON, a municipal corporation

David C. Roberts, Jr., City Manager

_____, 2024

ATTEST:

Kourtney Cullors
Chief Deputy City Clerk

for Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

RJM DESIGN GROUP, INC., a California corporation

By: _____
Name: Larry P. Ryan
Title: President

By: _____
Name: Zachary Mueting
Title: Corporate Secretary

9.16, 2024

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 Amendment on the date(s) and year written below.

CITY:

CITY OF CARSON, a municipal corporation

_____
David C. Roberts, Jr., City Manager

_____, 2024

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

RJM DESIGN GROUP, INC., a California corporation

By:_____
Name: Larry P. Ryan
Title: President

By:_____
Name: Zachary Mueting
Title: Corporate Secretary

_____, 2024

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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 September 18, 2024 before me, Amanda Gorman, Notary Public, personally appeared Larry P. Ryan, 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: _____

AMANDA JOY GORMAN
Notary Public - California
Orange County
Commission # 2376005
My Comm. Expires Sep 23, 2025

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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WITNESS my hand and official seal.

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AMANDA JOY GORMAN
Notary Public - California
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My Comm. Expires Sep 23, 2025

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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

RJMDESI-01 MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3636 Nobel Drive Suite 410 San Diego, CA 92122	CONTACT NAME: Ali Smith PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Ali.Smith@ioausa.com
INSURED RJM Design Group, Inc. 31591 Camino Capistrano San Juan Capistrano, CA 92675	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : RLI Insurance Company — 13056 INSURER B : Arch Insurance Company — 11150 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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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 X Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	PSB0007263	9/30/2024	9/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ded	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 0
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X No Co. Owned Autos	X	X	PSA0002412	9/30/2024	9/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE X DED [ ] RETENTION $ 0			PSE0003628	9/30/2024	9/30/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	PSW0004066	9/30/2024	9/30/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Prof Liab/Clms Made			PAAEP0031107	10/1/2024	10/1/2025	Per Claim	2,000,000
B	Ded.: $25K Per Claim			PAAEP0031107	10/1/2024	10/1/2025	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Landscape Architectural Services

City of Carson, its elected and appointed officers, employees, volunteers and agents are Additional Insured with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General & Auto Liability and Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

Insurance Approved
DJ
10/08/24

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

Cole Howell

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
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   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
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   c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
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4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Named Insured: RJM Design Group, Inc.
Policy Number: PSA0002412

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

   Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of the "loss";

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.	Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

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 09-30-2024
Insured
RJM Design Group, Inc.

Policy No. PSW0004066
Insurance Company
RLI Insurance Company

Endorsement No.

Countersigned By _____

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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 RJM Design Group, Inc., a California corporation ("Consultant") is effective as of the ____ day of November, 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 Contractual Services dated July 20, 2023 ("Agreement") whereby Consultant agreed to provide professional landscape architectural, architectural, environmental, engineering, and construction support services to design and implement the expansion and improvements to Carriage Crest Park ("Park") located in the City of Carson on the north east corner of West Sepulveda Boulevard and S. Figueroa Street, for a not to exceed contract sum of $904,455. The term of the Agreement was set to expire July 19, 2024.

B. City and Consultant entered into an amendment to the Agreement dated July 19, 2024 ("Amendment No. 1") to extend the term to December 25, 2025 (this was done inadvertently as it was intended to be extended to December 31, 2025), to allow Consultant to continue to provide construction support services for the Park.

C. City and Consultant now desire to amend the Agreement to extend the term to June 30, 2026 and to increase the Contract Sum by $200,000 thereby bringing the Contract Sum from $904,455 to $1,104,455.

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 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 One*** ~~Nine~~ Hundred Four Thousand Four Hundred Fifty-Five Dollars (***$1,104,455*** ~~$904,455~~) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

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

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not later than ***June 30, 2026*** ~~December 25, 2025~~, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

C. Section IV. of Exhibit C (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

"IV. The total compensation for the Services shall not exceed ***$1,104,455*** ~~$904,455~~ as provided in Section 2.1 of this Agreement."

D. Exhibit D (Schedule of Performance) of the Agreement is hereby amended as follows:

Phase E, Task 11 deadline will be extended to June 30, 2026.

4. 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 this 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, as amended by Amendment No. 1 and 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(s) and year written below.

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]

CONSULTANT:

RJM DESIGN GROUP, INC., a California corporation

By:_____
Name: Larry P. Ryan
Title: President

By:_____
Name: Zachary Mueting
Title: Corporate Secretary

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. 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.

Report to Honorable Mayor and City Council

Wednesday, November 5, 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 FINAL PARCEL MAP NO. 84441: A SUBDIVISION OF ONE PARCEL INTO TWO PARCELS LOCATED AT 101 & 117 EAST CARSON STREET (CITY COUNCIL)

I. SUMMARY

On March 15, 2025, City staff inadvertently presented an incomplete version of Final Parcel Map No. 84441 (see Exhibit 1) to the City Council for approval. The map pertains to the properties located at 101 and 117 East Carson Street. Following the Council's action, the County of Los Angeles identified the error during the recordation process and subsequently rejected the map, noting that additional corrections and adjustments were needed by the applicant. As a result, the map was not recorded. Since that time, the applicant has corrected the deficiencies and resubmitted a revised map to the County of Los Angeles Department of Public Works for review. On September 3, 2025, the County issued a letter recommending approval of the corrected Final Parcel Map (see Exhibit 2).

City staff now requests that the City Council approve the corrected Final Parcel Map No. 84441 (see Exhibit 3), which proposes a lot split for commercial use. The property, currently recorded as a 35,004-square-foot lot occupied by Yoshinoya (101 East Carson Street) and Frosty Freeze (117 East Carson Street), would be divided into two separate parcels:

- Parcel One: 101 East Carson Street – approximately 20,505 square feet
- Parcel Two: 117 East Carson Street – approximately 14,499 square feet

Approval of this action will allow both existing commercial businesses to operate independently on their respective lots while maintaining compliance with local land use and subdivision regulations.

II. RECOMMENDATION

TAKE the following actions:

1. RESCIND approval of Council Action on March 18, 2025, Item No. 25 for Final Parcel Map No. 84441;
2. APPROVE Final Parcel Map No. 84441 for a lot split for commercial purposes located at 101 & 117 East Carson Street;
3. MAKE the findings listed in the body of this report; and,
4. INSTRUCT the City Clerk to endorse the certificate that embodies the approval of said Parcel Map on the face of Parcel Map No. 84441.

III. ALTERNATIVES

DO NOT APPROVE Final Parcel Map No. 84441. However, the Subdivision Map Act requires that the City Council approve the Final Parcel Map once all conditions have been met.

IV. BACKGROUND

On September 24, 2024, the Planning Commission approved Tentative Parcel Map No. 84441, which proposed to subdivide the lot located at 101 and 117 East Carson Street into two separate parcels (see Exhibit 4). The existing 35,004-square-foot lot will be divided into: Parcel One, located at 101 East Carson Street and comprising 20,505 square feet; and Parcel Two, located at 117 East Carson Street and comprising 14,499 square feet. For reference only, a private property owner may choose to subdivide a property with multiple tenants for several practical reasons. Often, it allows each business or tenant to own or lease a distinct parcel, which can simplify property management, clarify maintenance responsibilities, and provide flexibility for future financing, redevelopment, or sale of one parcel without affecting the other. This type of lot split can also help align property boundaries with existing uses and structures.

The subject property is located within the Downtown Mixed Use (DMX) Zone, with a General Plan Land Use Designation of Downtown Mixed Use. The site is situated along Carson Street in the southwest portion of the City.

Site Information Summary:

- General Plan Land Use: Downtown Mixed Use
- Zoning District: DMX (Downtown Mixed Use)
- Site Size: 0.67 acre
- Current Use: Commercial (Yoshinoya and Frosty Freeze)
- Surrounding Uses:
    - North: DMX
    - South: DMX
    - East: DMX
    - West: DMX

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15315 (Minor Land Division). This exemption applies to divisions of property in urbanized areas into four or fewer parcels when the proposed division conforms to the General Plan and zoning standards, requires no variances or exceptions, provides adequate access and services, has not been part of a recent subdivision within two years, and does not involve significant slopes. The proposed project meets all these criteria, and no exceptions to the categorical exemption apply under CEQA Guidelines Section 15300.2.

The Los Angeles County Department of Public Works reviewed the parcel map and, on October 24, 2024, issued a letter that City staff mistakenly interpreted as indicating the map was ready for approval. As a result, on March 15, 2025, City staff presented Final Map No. 84441 to the City Council for approval. However, due to an internal oversight, an incomplete version of the map was brought forward prematurely. Following Council approval, the map was submitted to the County for recordation, at which point the County determined that the map did not meet the necessary technical requirements and rejected it.

Upon notification, the applicant revised and corrected the map to address all deficiencies. The updated version was resubmitted to the County, and on September 3, 2025, the County Department of Public Works issued a letter recommending approval of the Final Parcel Map, confirming compliance with CEQA and the Subdivision Map Act. The County's findings verified that the map is in substantial compliance with the previously approved tentative map and that all conditions of approval have been satisfied. Based on these findings, City staff concurs with the County's recommendation and is returning to the City Council to request approval of the corrected Final Parcel Map No. 84441, which will supersede the previously approved incomplete version and ensure proper recordation.

V. FISCAL IMPACT

There are no direct costs to the City associated with processing a Lot Line Adjustment. All application and processing fees are paid by the applicant (property owner or their representative) at the time of submittal. The applicant is also responsible for providing all required documentation, such as notarized property owner forms, title reports, zoning and use information, and legal descriptions; and, for preparing and recording the new legal documents and deeds once the adjustment is approved.

VI. EXHIBITS

1. Incomplete Final Parcel Map
2. Letter from the County of Los Angeles Department of Public Works dated September 3, 2025
3. Final Parcel Map No. 84441
4. Planning Commission Meeting Minutes September 24, 2024. (pg. 6)

Attachments

Exhibit No. 1 - Incomplete Final Parcel Map

Exhibit No. 2 - Letter from the County of Los Angeles Department of Public Works date September 3, 2025

Exhibit No. 3 - Final Parcel Map No. 84441

Exhibit No. 4 - Planning Commission Meeting Minutes

1ST CHECK

2 PARCELS
AREA: 35,004 SQ. FT. (GROSS)

SHOW NET AREA

SHEET 1 OF 2 SHEETS

PARCEL MAP NO. 84441

IN THE CITY OF CARSON, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 1 OF TRACT NO. 3848, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

KIMLEY–HORN

JEFFREY J. LENHERR P.L.S. 9305

SHOW DATE OF FIELD SURVEY

PERFORMED BY ME OR UNDER MY DIRECTION IN _____

IF YOU ARE DEDICATING TO THE CITY, YOU MUST SHOW HERE

TRUE AND COMPLETE

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

THEY MUST MATCH

RICK S. LENG, TRUSTEE, OR HIS SUCCESSORS IN INTEREST, OF THE LENG FAMILY TRUST DATED DECEMBER 10, 2021, (OWNER)

BY: _____
NAME: DATE
TITLE:

STRUNZO DEVELOPMENT CORPORATION, RECORDED JUNE 28, 2023, PER INSTRUMENT NO. 20230423623, OFFICIAL RECORDS, (BENEFICIARY)

BY: _____
NAME: DATE
TITLE:

NOTARY ACKNOWLEDGEMENTS:

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 _____
COUNTY OF _____
ON _____ BEFORE ME, _____,
A NOTARY PUBLIC,
PERSONALLY APPEARED, _____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____
NAME OF NOTARY _____
COUNTY IN WHICH COMMISSIONED _____
DATE COMMISSION EXPIRES _____
COMMISSION NUMBER _____

NOTARY ACKNOWLEDGEMENTS:

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 _____
COUNTY OF _____
ON _____ BEFORE ME, _____,
A NOTARY PUBLIC,
PERSONALLY APPEARED, _____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____
NAME OF NOTARY _____
COUNTY IN WHICH COMMISSIONED _____
DATE COMMISSION EXPIRES _____
COMMISSION NUMBER _____

OWNER'S STATEMENT:

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER PROVISIONS OF SECTION 66436(a)(3)(A) (i–viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

TITLE INSURANCE AND TRUST COMPANY, HOLDER OF AN EASEMENT FOR PIPELINES RECORDED IN BOOK 4844, PAGE 69 OF OFFICIAL RECORDS.

COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES RECORDED JANUARY 22, 1968 AS INSTRUMENT NO. 3196 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED JULY 6, 1982 AS INSTRUMENT NO. 82–676631, OF OFFICIAL RECORDS.

CITY OF CARSON, HOLDER OF AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES RECORDED FEBRUARY 12, 1986 AS INSTRUMENT NO. 86–191374 OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JASON BALL ON NOVEMBER 27TH, 2023. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; ~~THIS FINAL MAP CONSISTING OF 2 SHEETS;~~ THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN TWENTY–FOUR MONTHS FROM FILING DATE OF THIS MAP; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED; AND THAT THE TIE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "SET" ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER.

ALL

ARE

OCCUPY THE

02/03/2025
JEFFREY J. LENHERR, P.L.S. 9305 DATE
REGISTRATION EXPIRES: 12/31/2026

PROFESSIONAL LAND SURVEYOR
JEFFREY J. LENHERR
NO. 9305
STATE OF CALIFORNIA

THE BEARING SHOWN HEREON ARE BASED ON THE BEARING

BASIS OF BEARINGS:

~~THE BASIS OF BEARINGS FOR THIS MAP IS~~ NORTH 12°38'00" WEST HELD ON THE CENTERLINE OF MAIN STREET BETWEEN FOUND MONUMENTS AT 216TH STREET AND CARSON STREET AS SHOWN ON TRACT NO. 3848 RECORDED IN BOOK 42 PAGES 68–69, INCLUSIVE OF MAPS, ~~IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.~~ RECORDS OF LOS ANGELES COUNTY

PROVISIONS

CERTIFICATE

SUBDIVISION

COMPLIED

CITY ENGINEER'S ~~STATEMENT~~:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF AND ALL ~~REQUIREMENTS~~ OF THE LOCAL ORDINANCE OF THE CITY OF CARSON APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN ~~COMPILED~~ WITH; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66442 (A), (1), (2), AND (3) HAVE BEEN COMPILED WITH.

50

CITY ENGINEER–CITY OF CARSON DATE
R.C.E. _____
REGISTRATION EXPIRES: _____

NEED COPY OF THE APPROVED CITY CONDITIONS TO VERIFY IF DEDICATION IS REQUIRED

BY MOTION ADOPTED AT ITS SESSION

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CARSON ~~AT A MEETING~~ HELD ON THE _____ DAY OF _____ 2024, APPROVED ~~THE~~ ATTACHED SUBDIVISION MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL STREETS, AND OTHER PUBLIC WAYS AS SHOWN ON THE ATTACHED MAP.

CITY CLERK–CITY OF CARSON DATE

SPECIAL ASSESSMENT CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF CARSON, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER OF THE CITY OF CARSON DATE

LOS ANGELES COUNTY CERTIFICATIONS:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS .....

BY _____
DEPUTY DATE

SHOW COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF ~~TRACT~~ NO 84441 AS REQUIRED BY LAW.

PARCEL MAP

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY _____
DEPUTY DATE

PROVIDE LETTER OF NON-INTERFERENCE FROM UTILITY COMPANY

1ST CHECK

SCALE: 1"=30'

SHEET 2 OF 2 SHEETS

PARCEL MAP NO. 84441

IN THE CITY OF CARSON, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

PROVIDE CLEAR PHOTOS OF ALL SET MONUMENTS SO THAT THE RCE/LS NUMBER IS READABLE

215TH STREET (FORMERLY KNOWN AS SANTA LOUISA STREET PER R3)

FD WELL MON. WITH PUNCHED 2" BRASS DISK "LA CO RD DEPT", PER PWFB 0520/2099–2100

337.98'

HOW MANY FOUND TIES FIT?
FD MAG NAIL, NO WASHER, NO REF., ACCEPTED AS CL INT.

NW COR LOT 1, (R2)
SEARCHED FD NOTHING

SEARCHED FD NOTHING

ALLEY

216TH STREET (FORMERLY KNOWN AS NIER STREET PER R3)

N89°41'28"E 798.85' ~~(798.72' R5)~~
793.83' ~~(793.70' R5)~~

757.90' ~~(757.91' R2)~~

NORTH LINE LOT 1, (R2)

5.02' M&R5

BOLSA STREET

HOW MANY FOUND TIES FIT?

FD. TIES, PER (R5), SEE DETAIL "A"

ACCEPTED AS CENTERLINE INTERSECTION

26'

26'

IF YOU SHOW A BOUNDARY LINE, YOU MUST SHOW THE DISTANCE AND BEARING

SHOW BOUNDARY AS DASHED LINE

IF YOU SHOW A BOUNDARY LINE, YOU MUST SHOW THE DISTANCE AND BEARING

LOT 1 TRACT NO. 3848 M.B. 42/68-69

DID YOU FIND A MONUMENT? IF NOT, PLEASE STATE

NE COR LOT 1, (R2) EST'D BY FD. TIES, PER (R5), SEE DETAIL "A"

ACCEPTED AS CENTERLINE INTERSECTION

NOT A PART OF THIS SUBDIVISION

SHOW THE OPPOSITE SIDE OF MAIN STREET

N12°38'00"W 1115.63' BASIS OF BEARINGS

MAIN STREET

368.82'

40'

IF YOU SHOW A BOUNDARY LINE, YOU MUST SHOW THE DISTANCE AND BEARING

CHECK THE SUM OF THE PARTS

LABEL AND SHOW BOUNDARY ESTABLISHMENT

HELD REC. DIST, 145.47' (R1)
SEARCHED FD NOTHING

HELD PARALLEL WITH THE NORTH LINE LOT 1, (R1 AND R2)

EST'D BY INTERSECTION (R1)
SEARCHED FD NOTHING

10.24'

N89°41'28"E 261.92'

40.94'

149.61'

251.69'

102.08'

MUST BE 2" DIAMETER
SET ~~1 1/2~~" IP AND TAG "LS 9305", FLUSH

MUST BE 2" DIAMETER
SET ~~1 1/2~~" IP AND TAG "LS 9305", FLUSH

MUST BE 2" DIAMETER
SET ~~1 1/2~~" IP AND TAG "LS 9305", FLUSH

10'

1

N12°38'00"W 338.09' ~~(337.76' R2)~~

103.25'

145.47' (R1)

SHOW BEARING

GRANT DEED INST. NO. 20230423622, O.R.

PARCEL 1
AREA: GROSS 20,505 SQ. FT.
NET 16,064 SQ. FT.

PARCEL 2
AREA: GROSS 14,499 SQ. FT.
NET 12,457 SQ. FT.

N12°38'00"W

100.30'

N00°18'12"W 142.06'

122.06'

122.01'

HELD PARALLEL WITH THE EAST LINE LOT 1, (R1 AND R2)

THE BEARING OF THE EASTERLY LINE OF LOT 1 DOES NOT MATCH THE BEARING SHOWN

CHECK THIS AGAIN

NOT A PART OF THIS SUBDIVISION

N00°18'12"W 329.97' ~~(330.00' R2&R3)~~

EAST LINE LOT 1, (R2)

MUST BE 2" DIAMETER
SET ~~1 1/2~~" IP AND TAG "LS 9305", FLUSH

6.00'

2

Δ=7°42'12"
R=27.00'
L=36.62'

LABEL AND SHOW BOUNDARY ESTABLISHMENT

SET S&W "LS 9305" IN ASPHALT, FLUSH

N00°18'12"W 142.01'

SEARCH FD NOTHING HELD REC DIST., 230.86' (R1)

HELD REC. ANGLE 90°02'50" PER R1

SE COR LOT 1, (R2)

SW'LY LINE LOT 1, (R2)

40'

101.17'

203.25'

102.08'

SHOW BEARING

20'

1

128.78'

102.35'

20.00'

3

20'

20'

20.00'

SW COR LOT 1, (R2)

230.86' (R1)

N89°39'48"E 685.71' ~~(685.68' R2)~~ ~~(685.88' R3)~~

S'LY LINE LOT 1, (R2)

30'

30'

30.00'

IF YOU SHOW A BOUNDARY LINE, YOU MUST SHOW THE DISTANCE AND BEARING

ORRICK AVENUE

FD S&W "LS 9449", NO REF., ACCEPTED AS CL INT.

HOW MANY FOUND TIES FIT?

265.24'

N89°39'48"E 1050.42'

CARSON STREET

FD NAIL, NO TAG, NO REF, FITS TIES PER PWFB 0520/2025–2026

ACCEPTED AS CENTERLINE INTERSECTION

50'

50'

SHOW THE OPPOSITE SIDE OF CARSON STREET

176.19

408.84' (408.74' R4)

218TH STREET

FD S&W "LS 6970" PER PWFB 0520/1654–1655

BOLSA STREET

216TH STREET
N89°41'28"E 798.85'

16.48' (R5)

(5.02' R5)

FD LT&T LA CO ENG PER R5

NORTH LINE OF LOT 1 (R2)

15.82' (R5)

FD LT&T LA CO ENG PER R5

EAST LINE OF LOT 1 (R2)

DETAIL "A"
NOT TO SCALE

SHOW

LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

REFERENCES:

(R1) GRANT DEED, INSTRUMENT NO. 20230423622, O.R.
(R2) TRACT NO. 3848, M.B. 42/68–69
(R3) TRACT NO. 8579, M.B. 149/36
(R4) RECORD OF SURVEY, R.S.B. 351/83
(R5) RDFB 0520/706–707

EXISTING EASEMENT:

1. AN EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES IN FAVOR OF THE COUNTY OF LOS ANGELES RECORDED JANUARY 22, 1968 AS INSTRUMENT NO. 3196, OFFICIAL RECORDS (MAIN STREET AND CARSON STREET RIGHT OF WAY).
2. AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JULY 6, 1982 AS INSTRUMENT NO. 82–676631, OFFICIAL RECORDS.
3. AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES IN FAVOR OF THE CITY OF CARSON RECORDED FEBRUARY 7, 1986 AS INSTRUMENT NO. 86–191374, OFFICIAL RECORDS (CARSON STREET RIGHT OF WAY).

PROVIDE LETTER OF NON-INTERFERENCE FROM UTILITY COMPANY

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

MARK PESTRELLA, Director

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

September 3, 2025

IN REPLY PLEASE
REFER TO FILE: LD-2

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

Dear Mr. Marquez:

PARCEL MAP 84441

Parcel Map 84441 has been reviewed and approved by Public Works for mathematical accuracy, survey analysis, title information, and for compliance with the California Subdivision Map Act. It is ready for your examination and certification as to compliance with the conditions of approval and applicable City ordinances.

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

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

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

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

for

YONAH HALPERN, PE
Assistant Deputy Director
Land Development Division

MR:ta
P:\LDPUB\SUBMAP\LETTERS\CITY LETTERS - PARCEL MAPS 84441 PARCEL MAP-CITY LETTER (CARSON).DOC

2 PARCELS
AREA: 35,004 SQ. FT. (GROSS)
AREA: 28,521 SQ. FT. (NET)

PARCEL MAP NO. 84441

IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 1 OF TRACT NO. 3848, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

KIMLEY–HORN

JEFFREY J. LENHERR P.L.S. 9305

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

RICK S. LENG, TRUSTEE, OR HIS SUCCESSORS IN INTEREST, OF THE LENG FAMILY TRUST DATED DECEMBER 10, 2021, (OWNER)

BY: _____ 09/10/25
NAME: RICK S LENG DATE
TITLE: TRUSTEE

STRUNZO DEVELOPMENT CORPORATION, RECORDED JUNE 28, 2023, PER INSTRUMENT NO. 20230423623, OFFICIAL RECORDS, (BENEFICIARY)

BY: _____ 09.10.25
NAME: PASQUALE P. CAIAZZA DATE
TITLE: VICE PRESIDENT

NOTARY ACKNOWLEDGEMENTS:

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 Sept. 10, 2025 BEFORE ME, Lorraine Holguin,
A NOTARY PUBLIC,
PERSONALLY APPEARED, Rick S. Leng,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____
NAME OF NOTARY Lorraine Holguin
COUNTY IN WHICH COMMISSIONED Los Angeles
DATE COMMISSION EXPIRES 4/18/2028
COMMISSION NUMBER 2487284

NOTARY ACKNOWLEDGEMENTS:

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 Orange
ON Sept. 10, 2025 BEFORE ME, Lorraine Holguin,
A NOTARY PUBLIC,
PERSONALLY APPEARED, Pasquale P. Caiazza,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____
NAME OF NOTARY Lorraine Holguin
COUNTY IN WHICH COMMISSIONED Los Angeles
DATE COMMISSION EXPIRES 4/18/2028
COMMISSION NUMBER 2487284

SIGNATURE OMISSION NOTES:

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER PROVISIONS OF SECTION 66436(a)(3)(A) (i–viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

TITLE INSURANCE AND TRUST COMPANY, HOLDER OF AN EASEMENT FOR PIPELINES RECORDED IN BOOK 4844, PAGE 69 OF OFFICIAL RECORDS.

COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES RECORDED JANUARY 22, 1968 AS INSTRUMENT NO. 3196 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED JULY 6, 1982 AS INSTRUMENT NO. 82–676631, OF OFFICIAL RECORDS.

CITY OF CARSON, HOLDER OF AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES RECORDED FEBRUARY 12, 1986 AS INSTRUMENT NO. 86–191374 OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION ON FEBRUARY 25, 2025 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RICK S. LENG ON NOVEMBER 27, 2023. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN TWENTY–FOUR MONTHS FROM FILING DATE OF THIS MAP; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED; AND THAT THE TIE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "SET" ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER.

_____ 8/25/25
JEFFREY J. LENHERR, P.L.S. 9305 DATE
REGISTRATION EXPIRES: 12/31/2026

PROFESSIONAL LAND SURVEYOR
JEFFREY J. LENHERR
NO. 9305
STATE OF CALIFORNIA

BASIS OF BEARINGS:

THE BEARING SHOWN HEREON ARE BASED ON THE BEARING NORTH 12°38'00" WEST HELD ON THE CENTERLINE OF MAIN STREET BETWEEN FOUND MONUMENTS AT 216TH STREET AND CARSON STREET AS SHOWN ON TRACT NO. 3848 RECORDED IN BOOK 42 PAGES 68–69, INCLUSIVE OF MAPS, RECORDS OF LOS ANGELES COUNTY.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF AND ALL PROVISIONS OF THE LOCAL SUBDIVISION ORDINANCE OF THE CITY OF CARSON APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66450 (A), (1), (2), AND (3) HAVE BEEN COMPILED WITH.

_____ _____
CITY ENGINEER–CITY OF CARSON DATE
R.C.E. _____
REGISTRATION EXPIRES: _____

COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF STATE LAW AND LOCAL SUBDIVISION ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____ _____
DIEGO RIVERA, COUNTY SURVEYOR DATE
L.S. NO. _____
REGISTRATION EXPIRES: _____

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CARSON BY MOTION ADOPTED AT ITS SESSION HELD ON THE _____ DAY OF _____ _____ 2025, APPROVED THE ATTACHED SUBDIVISION MAP.

_____ _____
CITY CLERK–CITY OF CARSON DATE

SPECIAL ASSESSMENT CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF CARSON, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

_____ _____
CITY TREASURER OF THE CITY OF CARSON DATE

LOS ANGELES COUNTY CERTIFICATIONS:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ _____
DEPUTY DATE

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO 84441 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY _____ _____
DEPUTY DATE

SCALE: 1"=30'

SHEET 2 OF 2 SHEETS

PARCEL MAP NO. 84441

IN THE CITY OF CARSON, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

215TH STREET (FORMERLY KNOWN AS SANTA LOUISA STREET PER R3)

FD WELL MON. WITH PUNCHED 2" BRASS DISK
"LA CO RD DEPT", PER PWFB 0520/2099-2100

337.98'

FD S&W "LS 5411, NO REF.,
FITS 4 TIES ACCEPTED AS CL INT.

NW COR LOT 1, (R2)
SEARCHED FD NOTHING

SEARCHED FD NOTHING

ALLEY

757.90'

26'

216TH STREET (FORMERLY KNOWN AS NIER STREET PER R3)

N89°41'28"E 798.85'
793.83'

NORTH LINE LOT 1, (R2)

26'

BOLSA STREET

5.02'

N89°41'28"E 297.37'

N89°41'28"E 454.85'

NE COR LOT 1, (R2)
SEARCH FOUND NOTHING EST'D BY FD. 3
TIES, PER (R5) & (R6), SEE DETAIL "A"
ACCEPTED AS CENTERLINE INTERSECTION

LOT 1
TRACT 3848
MB 42/68-69

NOT A PART OF THIS SUBDIVISION

N12°38'00"W 166.01'

368.82'

40'

50'

N12°38'00"W 1115.63'
BASIS OF BEARINGS
MAIN STREET

HELD REC. DIST, 145.47' (R1)
SEARCHED FD NOTHING

HELD PARALLEL WITH THE NORTH
LINE LOT 1, (R1 AND R2)

EST'D BY INTERSECTION (R1)
SEARCHED FD NOTHING

10.24'

N89°41'28"E 261.93'

40.94'

149.61'

251.69'

102.08'

10'

SET 2" IP AND
TAG "LS 9305", FLUSH

SET 2" IP AND
TAG "LS 9305", FLUSH

SET 2" IP AND
TAG "LS 9305", FLUSH

GRANT DEED INST. NO. 20230423622, O.R.

HELD PARALLEL WITH THE EAST LINE LOT 1, (R1 AND R2)

N00°18'12"W 329.97' (330.00' R2&R3)

EAST LINE LOT 1, (R2)

NOT A PART OF THIS SUBDIVISION

N12°38'00"W 338.09'

PARCEL 1

AREA: GROSS 20,505 SQ. FT.
NET 16,064 SQ. FT.

PARCEL 2

AREA: GROSS 14,499 SQ. FT.
NET 12,457 SQ. FT.

122.01'

N12°38'00"W

PROPOSED NEW PROPERTY
LINE HELD PARALLEL WITH
THE EAST LINE

N00°18'12"W 142.06'

122.06'

N00°18'12"W 142.01'

SEARCH FD NOTHING
REC DIST., 230.86' (R1)

SW'LY LINE LOT 1, (R2)

103.25'

10'

145.47'

SET 2" IP AND
TAG "LS 9305", FLUSH

6.00' (2)

Δ=77°42'12"
R=27.00'
L=36.62'

SET 2" IP AND
TAG "LS 9305",
FLUSH

100.30'

SET S&W "LS 9305"
IN ASPHALT, FLUSH

SET 2" IP AND
TAG "LS 9305", FLUSH

HELD REC. ANGLE
90°02'00"

SE COR LOT 1, (R2)

101.17'

N89°39'48"E 203.25'

102.08'

20' (1)

128.78'
102.35'

20.00'

(3) 20'

20'

20.00'

102.08'

230.86'

N89°39'48"E 685.71'

N89°39'48"E 454.85'

SW COR LOT 1, (R2)

S'LY LINE LOT 1, (R2)

30'

30'

30.00'

ORRICK AVENUE

FD S&W "LS 9449", NO REF.,
FITS 2 TIES ACCEPTED AS CL

265.24'
N89°39'48"E 1050.42'

CARSON STREET

FD NAIL, NO TAG, NO REF, FITS 4 TIES
PER PWFB 0520/2025-2026
ACCEPTED AS CL INT.

50'

50'

176.19'

40'

50'

408.84'

218TH STREET

FD S&W "LS 6970"
PER PWFB 0520/1654-1655

LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

REFERENCES:

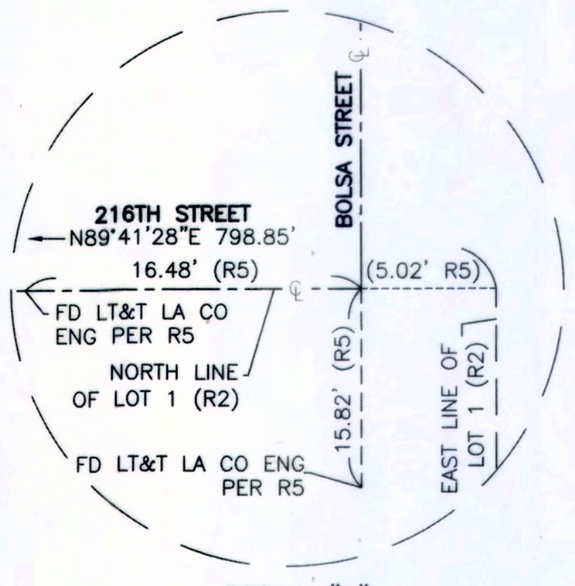
(R1) GRANT DEED, INSTRUMENT NO. 20230423622, O.R.
(R2) TRACT NO. 3848, M.B. 42/68-69
(R3) TRACT NO. 8579, M.B. 149/36
(R4) RECORD OF SURVEY, R.S.B. 351/83
(R5) RDFB 0520/706-707
(R6) CEFB 1632/48

EXISTING EASEMENT:

(1) AN EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES IN FAVOR OF THE COUNTY OF LOS ANGELES RECORDED JANUARY 22, 1968 AS INSTRUMENT NO. 3196, OFFICIAL RECORDS (MAIN STREET AND CARSON STREET RIGHT OF WAY).

(2) AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JULY 6, 1982 AS INSTRUMENT NO. 82-676631, OFFICIAL RECORDS.

(3) AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES IN FAVOR OF THE CITY OF CARSON RECORDED FEBRUARY 7, 1986 AS INSTRUMENT NO. 86-191374, OFFICIAL RECORDS (CARSON STREET RIGHT OF WAY).



DETAIL "A"
NOT TO SCALE

CARSON PLANNING COMMISSION STAFF REPORT

DATE: September 24, 2024

FROM: Christopher Palmer, AICP - Planning Manager

BY: Jarrod Coleman, Senior Planner

SUBJECT: Tentative Parcel Map No. 084441 Case No. TPM 00001-24

PROJECT/APPLICANT INFORMATION

Project Summary:	A request for approval of a Tentative Parcel Map (TPM) to subdivide a 29,000 SQ. Ft. parcel into two legal parcels.
Project Location:	101 East Carson Street (APN # 7334-025-036) & 117 East Carson Street (APN #7334-025-039)
Zoning:	Downtown Mixed Use
Project Applicant:	Carson Emerald 101 LLC, Jason Ball
Project Owner:	Rick S. Leng, trustee of Leng Family Trust

I. OVERVIEW

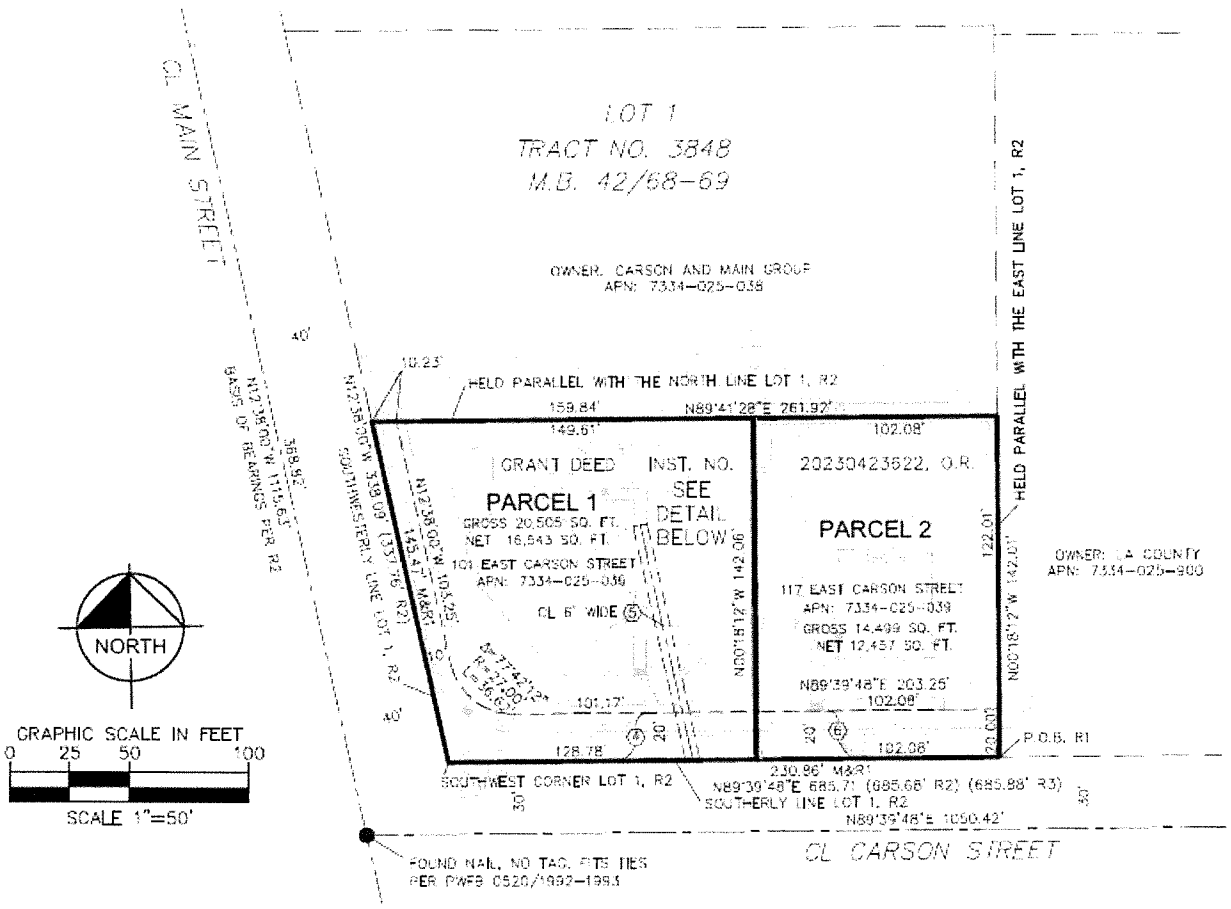
A. Introduction

Section 9203.16 of the Carson Municipal Code (CMC) stipulates that tentative maps shall be processed and approved in accordance with the terms and provisions of the Subdivision Map Act and the City's Subdivision Ordinance (Chapter 2 of Article IX of the CMC). This request is for the division of one parcel with two existing APNs into two parcels. There is no new development being proposed.

B. Project Description

As shown in Attachment 1, the applicant owns one parcel with two existing uses on different portions of the parcel. The owner desires to sell one, which requires approval of a TPM.

The applicant formally requests approval of Tentative Parcel Map (TPM) No. 084441 to split a single 29,000 square foot or .67-acre parcel into two parcels with their respective existing APNs (7334-025-036, 7334-025-039). Parcel 1 is proposed at 16,543 square feet and Parcel 2 is proposed at 12,457 square feet.



C. Existing Conditions

1. Land Use Information

The subject property site is in the Downtown Mixed Use (DMX) Zone and has a General Plan Land Use Designation of Downtown Mixed Use. The subject property site is in the southwest part along Carson St. of the City bordering Torrance.

Land uses surrounding the project site are primarily mixed use to the south, east, west and to the north.

The following provides a summary of the site information:

Site Information	
General Plan Land Use	Downtown Mixed Use
Zone District	DMX (Downtown Mixed Use)
Site Size	29,000 square foot or .67-acres
Present Use and Development	Restaurants & parking lots
Surrounding Uses/Zoning	North: DMX South: DMX East: DMX West: DMX

2. Site Conditions/ Project History

On **Parcel 1,** which is 101 E Carson St., exists the Yoshinoya Japanese Restaurant with a drive-thru that has been in business since 1995 and previously built as a Long John Silvers in 1982. On **Parcel 2,** which is 117 E. Carson St., exists the Foster Freeze which was built in 1959 and the first business license recorded at our city began in 1971. Both businesses have been operating and servicing the local Carson Community for many years. Currently, there is no proposed development or construction on either site and the two restaurants will continue existing operations without change to their building envelope for the foreseeable future.

3. General Plan and Zoning Information

The Downtown Mixed Use General Plan Land Use Designation provides for ground floor development along Carson Street to be devoted to active commercial uses; active commercial uses are those that are accessible to the general public, generate walk-in pedestrian clientele and contribute to a high level of pedestrian activity. Such uses include retail shops, restaurants like Yoshinoya and Foster Freeze, bars, theaters, private recreational areas, fitness studios, banks, libraries, museums, galleries, and many more active commercial uses.

The Downtown Mixed Use (DMX) Zone is established to create a Downtown Core that will be the primary focal point and destination for the community and visitors. The DMX District includes City Hall as well as the South Bay Pavilion Mall, along with a variety of other businesses, entertainment, restaurants, cultural and civic uses and also supports higher density residential development.

II. ANALYSIS

A. Zoning Ordinance Compliance

The proposed Tentative Parcel Map is consistent with the DMX zoning designation of the site, and the General Plan land use designation of Downtown Mixed Use. The two parcels that would result from approval of the parcel map comply with the following lot requirements of the CMC:

Applicable Zoning Ordinance Sections	Compliant	Non-Compliant	Requirement
Site Requirements			
9212.3, Minimum Lot Size	**X**		Minimum lot size should be 5,000 sq. ft. (Exceeds)
9212.3, Minimum Lot Width	**X**		Width of at least 50 ft. (Exceeds)

B. Subdivision Ordinance Required Findings

Per CMC 9203.14, "The Advisory Agency shall make the findings required by Section 66427.1, 66473.5, 66474, 66474.1, and 66474.6 of the California Government Code and Section 21100 of the California Public Resources Code prior to approval of the tentative or final tract map or parcel map." Here, the Advisory Agency is the Planning Commission, and the map at issue is a tentative parcel map.

The finding required by Gov't Code Section 66427.1 is not applicable here, because it only applies to a legislative body approving a final map for a subdivision to be created from the conversion of residential real property into a condominium project, a community apartment project, or a stock cooperative project.

Gov't Code Section 66473.5 provides, "No local agency shall approve a tentative map, or a parcel map for which a tentative map was not required, unless the legislative body finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan or any specific plan. A proposed subdivision shall be consistent with a general plan or a specific plan only if the local agency has officially adopted such a plan and the proposed subdivision or land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan."

Here, the proposed subdivision is consistent with the City's General Plan, in that it is compatible with the objectives, policies, general land uses, and programs specified therein, including but not limited to the DMX land use designation. There is no applicable specific plan.

Gov't Code Section 66474 provides that "a legislative body of a city shall deny approval of a tentative map, or a parcel map for which a tentative map was not required, if it makes any of the following findings:

(a) That the proposed map is not consistent with applicable general and specific plans.

(b) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

(c) That the site is not physically suitable for the type of development.

(d) That the site is not physically suitable for the proposed density of development.

(e) That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

(f) That the design of the subdivision or type of improvements is likely to cause serious public health problems.

(g) That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision."

Here, there is no basis to make any of the above findings that would require denial, because the proposed subdivision is consistent with the General Plan and merely maintains the existing development, with no new improvements or development proposed.

The finding required by Gov't Code Section 66474.1 is not applicable here as it applies only to a legislative body's approval of final or parcel map (stating that the legislative body shall not disapprove such map if it has previously approved a tentative map for the proposed subdivision and if it finds that the final or parcel map is in substantial compliance with the previously approved tentative map), whereas the proposed action here is approval of a tentative parcel map.

Gov't Code Section 66474.6 provides, "the governing body of any local agency shall determine whether the discharge of waste from the proposed subdivision into an existing community sewer system would result in violation of existing requirements prescribed by a California regional water quality control board pursuant to Division 7 (commencing with Section 13000) of the Water Code. In the event that the governing body finds that the proposed waste discharge would result in or add to violation of requirements of such board, it may disapprove the tentative map or maps of the subdivision." Again here, there is no basis to find that the proposed waste discharge would result in or add to violation of requirements

of such board because the proposed subdivision merely maintains the existing development, with no new improvements or development proposed.

Finally, Public Resources Code Section 21100 (a part of CEQA) is not applicable here because the proposed project is exempt from CEQA, as discussed in subsection (D) below.

Tentative Parcel Map No. 084441 was reviewed by the City of Carson and LA County Public Works Departments, who have confirmed that the proposed Tentative Parcel Map meets the remaining applicable requirements of the City's Subdivision Ordinance (e.g., required tentative map contents) and the State Subdivision Map Act, and will provide conditions of approval prior to the final map.

C. Public Hearing Notice

Public Notice (Attachment 2) was given in accordance with CMC Sections 9203.16 and 9173.22. Notice of public hearing was posted to the project site and mailed to property owners and occupants within a 750' radius by September 11, 2024. The agenda was posted at City Hall no less than 72 hours prior to the Planning Commission meeting.

D. Environmental Analysis

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15315, Minor Land Division which consists of the division of property in urbanized areas zoned for residential, commercial or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent. These criteria are met with respect to the proposed project, and no exception to the categorical exemption applies under CEQA Guidelines Section 15300.2.

III. CONCLUSION AND RECOMMENDATION

Staff recommends the Planning Commission:

- **ADOPT** Resolution No. 24-____, entitled "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON FINDING A CEQA EXEMPTION AND CONDITIONALLY APPROVING TENTATIVE PARCEL MAP NO. 084441 TO SPLIT ONE LOT INTO 2 LOTS LOCATED AT 101 & 117 E. CARSON ST. / APN 7334-025-036 & 7334-025-039."

IV. ATTACHMENTS

1) Tentative Parcel Map
2) Public Hearing Notice
3) Radius Map
4) Draft Resolution No 24-_____.
   a. Legal Description
   b. Conditions of Approval

Report to Honorable Mayor and City Council

Wednesday, November 5, 2025, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

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

Subject: CONSIDER AWARD OF CONSTRUCTION CONTRACT TO BEADOR CONSTRUCTION COMPANY, INC. FOR PROJECT 675: SEPULVEDA BLVD - WIDENING PROJECT FROM ALAMEDA BOULEVARD TO INTERMODAL WAY (CITY COUNCIL)

I. SUMMARY

The Invitation for Bids (IFB) No. 25-06 for Project No. 675 - Sepulveda Bridge Widening from Alameda Boulevard to Intermodal Way was publicly advertised in the Daily Journal and posted on the PlanetBids portal from March 6, 2025, through April 9, 2025. Four construction firms submitted bids, which were opened by the Purchasing Division Manager in the City Clerk's Office and read aloud on April 9, 2025. After review, the bid submitted by Beador Construction Company, Inc. was determined to be the lowest responsive and responsible bid, with a total bid amount of $21,975,300.

Consequently, staff recommends that the City Council award a construction contract to Beador Construction Company, Inc. in the amount of $21,975,300 and authorize a 10% construction contingency (approximately $2,197,530) to cover any unforeseen conditions or necessary adjustments during construction. The entire project, including the base contract and contingency, totaling $24,172,830, will be fully funded by the Los Angeles County Metropolitan Transportation Authority (Metro) Measure M Grant.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a Construction Contract to the lowest responsive and responsible bidder, Beador Construction Company Inc., for Project No. 675 - Sepulveda Bridge Widening from Alameda Boulevard to Intermodal Way, in the amount not to exceed $21,975,300;
2. AUTHORIZE the Mayor to execute the contract, following approval as to form by the City Attorney; and,
3. AUTHORIZE a 10% construction contingency (approximately $2,197,530) to address any unforeseen construction conditions that way arise, funded entirely through the Los Angeles County Metropolitan Transportation Authority (Metro) Measure M Grant.

III. ALTERNATIVES

1. REJECT all bids.
2. DO NOT APPROVE the above recommendations. However staff will not be able to proceed with construction of the project.

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

IV. BACKGROUND

The Sepulveda Boulevard Widening Project will expand the existing roadway and bridge from a four-lane street (two lanes in each direction) to a six-lane street (three lanes in each direction) between Alameda Boulevard and Intermodal Way. The project also includes the installation of new sidewalks on both sides of the street, enhanced street lighting, and landscaping improvements. In addition, traffic signals at Sepulveda Boulevard's intersections with Alameda Boulevard and Intermodal Way will be upgraded, along with driveway improvements and ADA-compliant ramps and sidewalks. These improvements are designed to improve traffic flow and safety along this heavily traveled corridor, which serves as a key route for truck traffic accessing Highway 103 and Terminal Island.

As part of the bridge reconstruction and widening work, several utility lines serving nearby refineries will be realigned and upgraded to fit the new bridge and roadway layout. The project also includes environmental mitigation efforts within the Dominguez Channel, where restoration and habitat enhancement measures will be implemented.

The Invitation for Bids (IFB No. 25-06) was advertised on the PlanetBids portal and in the Daily Journal from March 6, 2025, through April 9, 2025. The bid opening took place on April 9, 2025, in the City Clerk's Office, where bids were publicly opened and read aloud by the Purchasing Division Manager. A total of four (4) bids were received, with Beador Construction Company, Inc. identified as the lowest responsive and responsible bidder, submitting a total bid of $21,975,300.

The bid results are summarized below:

No.	Bidder	Place of Business	Bid Amount
1.	Beador Construction Company Inc	Costa Mesa	$21,975,300
2.	Reyes Construction	Pomona	$23,818,096
3.	Ortiz Enterprises	Irvine	$29,711,772
4.	Steve P. Rados, Inc.	Santa Ana	$39,750,090

Beador Construction Company, Inc. is a licensed and qualified contractor in good standing with the State of California. A bid bond equal to 10% of the total bid amount was submitted with the proposal, as required, and has been reviewed and found to be in order. City staff also verified Beador's contracting experience and references, confirming that the company has successfully completed similar large-scale public works projects to the satisfaction of other agencies.

The anticipated project timeline is as follows:

Advertise for Construction Bid	Complete
Bid Opening	Complete
Award of Construction Contract	November 5, 2025
Contract Execution	November 26, 2025
PO Issuance	December 15, 2025
Start Construction	January 5, 2026

Complete Construction	December 31, 2027

The proposed improvement project has received all necessary permits from the required regulatory agencies, including the Regional Water Quality Control Board, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, and the Los Angeles County Flood Control District. These approvals authorize the project to proceed with construction activities. In addition, the Los Angeles County Metropolitan Transportation Authority (Metro) has confirmed the availability of Measure M grant funding to fully support the project. With environmental permits and funding secured, the project is now ready to move into the construction phase.

Consequently, staff recommends that the City Council award the construction contract to the lowest responsive and responsible bidder, Beador Construction Company, Inc., in the amount of $21,975,300, and authorize a 10% construction contingency (approximately $2,197,530) to address any unforeseen construction conditions. The total expenditure authority of $24,172,830 will be funded entirely through the Metro Measure M Grant.

V. FISCAL IMPACT

The proposed construction contract with Beador Construction Company, Inc. is for a not-to-exceed amount of $21,975,300. In addition, staff recommends approval of a 10% construction contingency, equal to $2,197,530, to cover any unforeseen design or construction-related conditions that may arise during the project. If approved, the total project expenditure authority will be $24,172,830. At its September 2025 meeting, the Los Angeles County Metropolitan Transportation Authority (Metro) approved and allocated Measure M grant funding in the amount of $24,370,039 to the City of Carson for Project No. 675 - Sepulveda Boulevard Widening. Metro has scheduled funding allocations as follows:

- FY 2025-26: $7,835,506
- FY 2026-27: $11,611,790
- FY 2027-28: $4,922,744

The FY 2025-26 allocation of $7,835,506 is already included in the City's adopted FY 2025-26 budget under Measure M Grant Expense Account No. 283-80-820-904-8009. The remaining grant funds will be incorporated into future City budgets through the annual budget process as project expenditures progress.

VI. EXHIBITS

1. Sepulveda Blvd Improvement Plans PW675
2. Bid Submittal
3. Proposed Construction Contract
4. September 2025 Metro Board Staff Report

Attachments

Exhibit 1 - Sepulveda Blvd Improvements Plans PW 675

Exhibit 2 - Bid Submittal

Exhibit 3 - Beador Construction Contract

Exhibit 4 - September 2025 Metro Board Staff Report

REVIEWED AND RECOMMENDED BY: Ken Young 3/20/25
KENNETH YOUNG, PE. SENIOR CIVIL ENG. DATE

APPROVED BY: 3-24-2025
GILBERT MARQUEZ, PE. CITY ENGINEER DATE

CITY OF CARSON

PROJECT NO. 675

SEPULVEDA BOULEVARD

FROM

EAST OF ALAMEDA STREET TO EAST CITY LIMITS

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE (ENGINEER) OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN THE CALIFORNIA BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF CARSON IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS AN ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN. THE PLAN CHECK IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THESE IMPROVEMENTS.

Signature

Name of (Engineer) : KURT R. PEDERSEN
License Number, Date : 69745 11/18/24
Firm Name (Engineer) : RKA Consulting Group
Address : 398 Lemon Creek Dr #E, Walnut, CA 91789
Phone Number : (909) 594-9702
Fax Number : (909) 594-2658
Email Address : KPEDERSEN@RKAGROUP.COM

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE - SUITE E - WALNUT - CA - 91789
(909) 594-9702 - FAX (909) 594-2658
WWW.RKAGROUP.COM
02/24/25
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –

FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON
ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
TITLE SHEET

PROJECT NO.	SHEET	PLAN NO.
675	1 of 36	T-1

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MAJOR REVISION DATE: X
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010\DWG\SLSTRA01.DWG
DRAWING LAST UPDATED: 2016-2-4
ALTIMAT PLOT DATE: X

PROJECT NO. 675
SEPULVEDA BOULEVARD
FROM
EAST OF ALAMEDA STREET TO EAST CITY LIMITS

REVIEWED AND RECOMMENDED BY: Ken Young — 3/20/2025
KENNETH YOUNG, P.E. SENIOR CIVIL ENG. — DATE

APPROVED BY: — 3-24-2025
GILBERT MARQUEZ, PE. CITY ENGINEER — DATE

TYPICAL ABBREVIATIONS

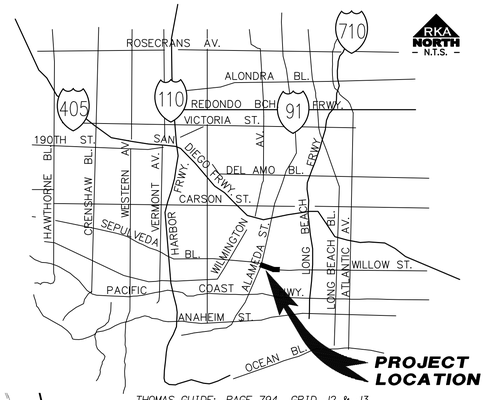
AC	=	ASPHALT CONCRETE	COC	=	CITY OF CARSON	J.S.	=	JUNCTION STRUCTURE	R/W	=	RIGHT OF WAY
BB	=	BEGIN BRIDGE	DWY	=	DRIVEWAY	LS	=	LIGHT STANDARD	S	=	SOUTH
BCR	=	BEGIN CURB RETURN	E	=	EAST	N	=	NORTH	S.D.	=	STORM DRAIN
BP	=	BOTTOM OF PIPE	EX/EXIST	=	EXISTING	N/A	=	NOT APPLICABLE	STA.	=	STATION
B.W.	=	BACK OF WALK	EB	=	END BRIDGE	NC	=	NOT IN CONTRACT	STD.	=	STANDARD
B.O.W.	=	BOTTOM OF WALL	ECR	=	END CURB RETURN	O	=	OIL	TP	=	TOP OF PIPE
CAB	=	CRUSHED AGGREGATE BASE	E.P.	=	EDGE PAVEMENT	P	=	PAVEMENT	T.W.	=	TOP OF WALL
C/C	=	CENTER TO CENTER	EW	=	EAST-WEST	P.B.	=	PULL BOX	TYP.	=	TYPICAL
C.B.	=	CATCH BASIN	F.H.	=	FIRE HYDRANT	PCC	=	PORTLAND CEMENT CONCRETE	VERT	=	VERTICAL
C.F.	=	CURB FACE	F.S.	=	FINISH SURFACE	P.P	=	POWER POLE	W	=	WEST
℄	=	CENTERLINE	G	=	GAS	PROP.	=	PROPOSED			
CLF	=	CHAIN LINK FENCE	GV	=	GAS VALVE	R	=	RADIUS			
			HORIZ	=	HORIZONTAL	RCP	=	REINFORCED CONCRETE PIPE			

GENERAL NOTES (REVISE ACCORDINGLY)

1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF CARSON, STANDARD DRAWINGS, AMERICAN PUBLIC WORKS ASSOCIATION AND CALTRANS STANDARD PLANS AND SPECIFICATIONS. (ALL LATEST EDITION)
2. CONSTRUCTION PERFORMANCE BOND SHALL BE POSTED THROUGH CITY OF CARSON ENGINEERING SERVICES DIVISION PRIOR TO CONSTRUCTION PERMIT ISSUANCE. CONSTRUCTION BOND IS BASED ON ESTIMATED CONSTRUCTION COST AS REVIEWED AND APPROVED BY THE CITY ENGINEER.
3. CONSTRUCTION PERMIT FROM THE CITY OF CARSON ENGINEERING SERVICES DIVISION SHALL BE OBTAINED AT LEAST SEVEN (7) DAYS PRIOR TO PRE-CONSTRUCTION MEETING. (A TOTAL OF 21-DAYS PRIOR TO START OF CONSTRUCTION)
4. PRE-CONSTRUCTION MEETING SHALL BE COORDINATED AND COMPLETED THROUGH CITY OF CARSON ENGINEERING SERVICES DIVISION AT LEAST 14-DAYS PRIOR TO START OF CONSTRUCTION.
5. THE CONTRACTOR SHALL NOTIFY THE ENGINEERING SERVICES FOR INSPECTION A MINIMUM OF 48-HRS PRIOR TO STARTING WORK AT (310) 952-1700 EXT. 1795
6. WORKING HOURS SHALL BE 9:00 AM TO 3:00 PM FOR ARTERIAL STREETS AND 7:00 AM TO 3:00 PM FOR LOCAL/RESIDENTIAL STREETS, UNLESS OTHERWISE APPROVED.
7. STAGING AREAS FOR CONSTRUCTION MATERIALS AND EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. PEDESTRIANS AND/OR VEHICULAR ACCESS SHALL BE ALLOWED AT ALL TIMES, UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER. PROHIBITING PEDESTRIAN AND/OR VEHICULAR ACCESS REQUIRES DETOUR AND/OR ACCESS CLOSURE PLANS SUBJECT TO REVIEW AND APPROVAL OF THE CITY ENGINEER.
9. OVERNIGHT TRAFFIC CONTROLS SHALL BE REVIEWED AND APPROVED BY TRAFFIC ENGINEER, PRIOR TO PRE-CONSTRUCTION MEETING. OTHERWISE TRAFFIC CONTROL SHALL BE PER CA M.U.T.C.D MANUAL, LATEST EDITION.
10. CONTRACTOR SHALL NOTIFY AFFECTED RESIDENTS, BUSINESSES AND AGENCIES 72-HOURS PRIOR TO START OF CONSTRUCTION, AT THE DISCRETION OF THE CITY ENGINEER.
11. DAMAGED EXISTING IMPROVEMENTS, NOT PART OF THE SCOPE OF WORK, SHALL BE PROTECTED IN-PLACE AND SHALL BE REPLACED IN KIND AT NO COST TO THE CITY, TO THE SATISFACTION OF THE CITY ENGINEER.
12. NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER.
13. IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS, ALL WORK SHALL STOP AND THE CITY ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
14. CONTRACTOR SHALL COORDINATE AND/OR OBTAIN NECESSARY PERMITS FROM AFFECTED AGENCIES.
15. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) 48-HRS PRIOR TO START WORK. UPON EXPOSING ANY UTILITY'S UNDERGROUND FACILITY THE CONTRACTOR SHALL NOTIFY THAT OWNER OF THAT UTILITY IMMEDIATELY.
16. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE ALIGNMENT OF THE PROPOSED IMPROVEMENTS, AND IN THE EVENT OF SUBSTRUCTURE DAMAGE, THE CONTRACTOR SHALL BEAR ALL THE COST OF REPAIR OR REPLACEMENT.
17. CONTRACTOR SHALL HAVE SUFFICIENT MATERIALS ON HAND AT ALL TIMES TO EXPEDITE ANY EMERGENCY REPAIR.
18. AS REQUIRED BY THE CITY ENGINEER, THE CONTRACTOR SHALL FURNISH AND OPERATE A SELF-LOADING MOTOR SWEEPER WITH SPRAY NOZZLES AT LEAST TWICE EACH WORKING DAY TO KEEP PAVED AREAS ACCEPTABLY CLEAN WHEREVER CONSTRUCTION IS INCOMPLETE.
19. 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.
20. CONTRACTOR SHALL COMPLY WITH ALL STORMWATER POLLUTION CONTROL PER BY REGIONAL WATER QUALITY CONTROL BOARD (RWQCB) REQUIREMENTS, INCLUDING BUT NOT LIMITED TO BEST MANAGEMENT PRACTICE (BMPs)
21. CONTRACTOR SHALL APPLY FOR AND OBTAIN A TREE REMOVAL PERMIT WHEN DEMOLISHING AN EXISTING TREE WITHIN THE PUBLIC RIGHT-OF-WAY. REFER TO "EXHIBIT B" OF ARTICLE III, CHAPTER 9 OF THE CITY OF CARSON MUNICIPAL CODE AND CONTACT GREGORY MACDONALD, TREE AND CONCRETE MAINTENANCE SUPERVISOR, AT (310) 847-3500.
22. CONTRACTOR SHALL PROVIDE TREE PROTECTION FOR TREES WITHIN THE PUBLIC RIGHT-OF-WAY PER ARTICLE III, CHAPTER 9, SECTION 3928 OF THE CITY OF CARSON MUNICIPAL CODE.

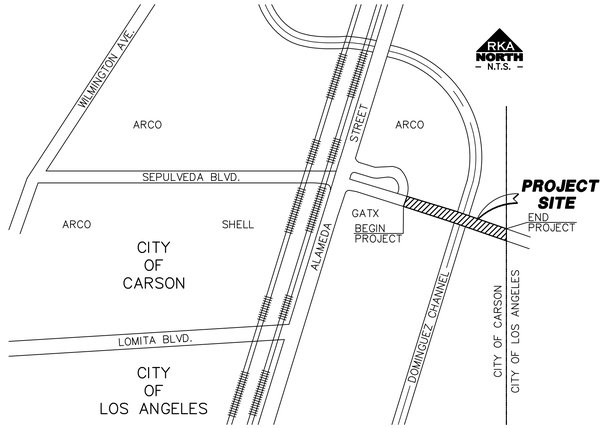
GENERAL STRIPING NOTES

1. *SIGNING AND STRIPING SHALL BE ACCORDING TO THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CMUTCD), LATEST EDITION.*
2. *ALL CONFLICTING SIGNING AND STRIPING SHALL BE REMOVED. LINES AND PAVEMENT MARKINGS SHALL BE REMOVED BY WET SANDBLASTING. PAVEMENT DAMAGED DUE TO REMOVING RAISED PAVEMENT MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER. ALL RAISED PAVEMENT MARKERS SHALL BE CERAMIC TYPE.*
3. *ALL ARROWS AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE INDICATED.*
4. *LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTER LINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR FACE OF CURB AS APPROPIATE.*
5. *STRIPING SHALL BE CAT-TRACKED AND APPROVED BY THE CITY ENGINEER PRIOR TO FINAL INSTALLATION.*
6. *PROPOSED LANE LINES SHALL MATCH EXISTING LANE LINES UNLESS OTHERWISE INDICATED.*
7. *FOR AREAS RECEIVING OVERLAYS, ALL EXISTING THERMOPLASTIC STRIPING SHALL BE SANDBLASTED AND REMOVED.*
8. *INSTALL BLUE RETROREFLECTIVE RAISED PAVEMENT MARKERS AT 6" FROM THE STRIPED MEDIAN FOR ALL FIRE HYDRANT LOCATIONS WITHIN THE PROJECT.*

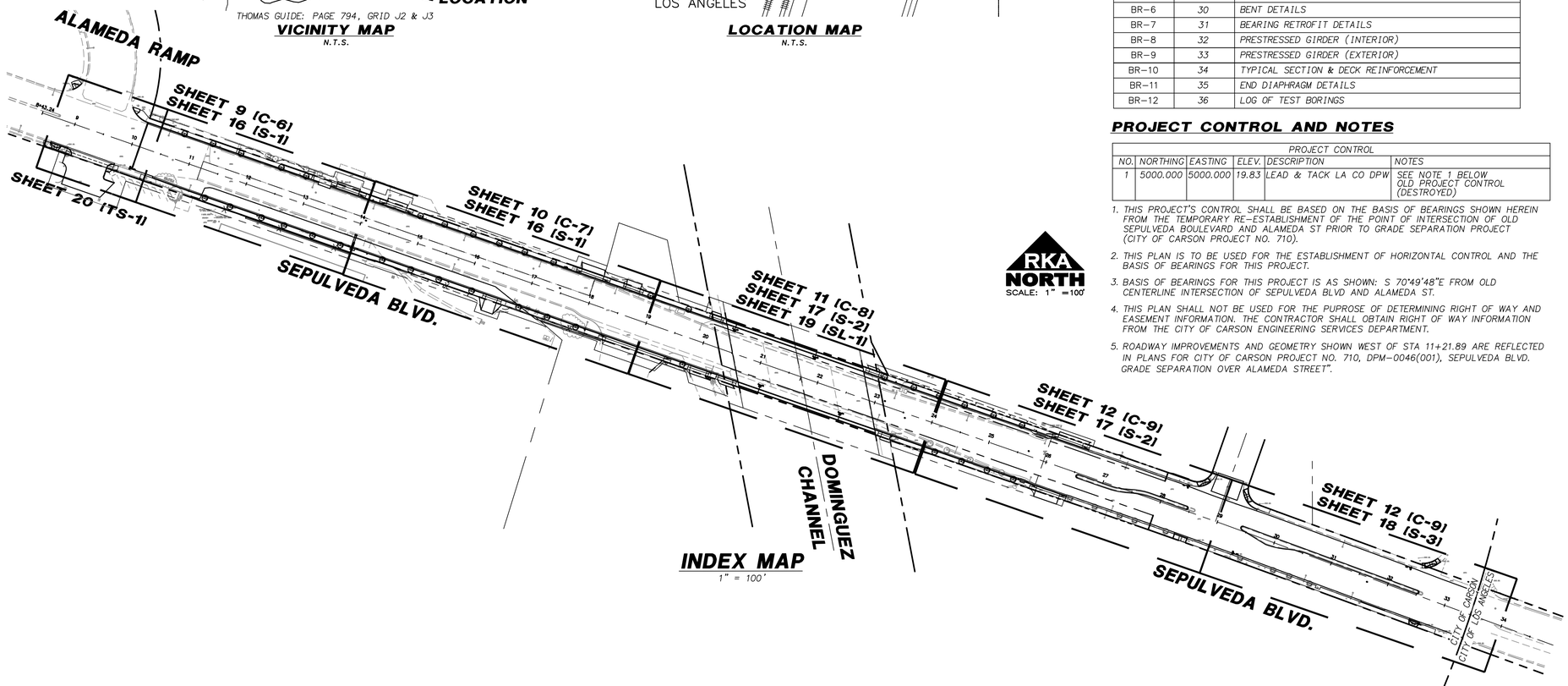


THOMAS GUIDE: PAGE 794, GRID J2 & J3

VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.



INDEX MAP
1" = 100'

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T-3	3	CONSTRUCTION NOTES
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C-3	6	S.D. CONN. STA. 9+00 OF SEPULVEDA/DOMINGUEZ DRAIN
C-4	7	WALL PROFILE AND DETAILS, 11+21 TO 14+75
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PROJECT CONTROL AND NOTES

PROJECT CONTROL					
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION	NOTES
1	5000.000	5000.000	19.83	LEAD & TACK LA CO DPW	SEE NOTE 1 BELOW OLD PROJECT CONTROL (DESTROYED)

1. *THIS PROJECT'S CONTROL SHALL BE BASED ON THE BASIS OF BEARINGS SHOWN HEREIN FROM THE TEMPORARY RE-ESTABLISHMENT OF THE POINT OF INTERSECTION OF OLD SEPULVEDA BOULEVARD AND ALAMEDA ST PRIOR TO GRADE SEPARATION PROJECT (CITY OF CARSON PROJECT NO. 710).*
2. *THIS PLAN IS TO BE USED FOR THE ESTABLISHMENT OF HORIZONTAL CONTROL AND THE BASIS OF BEARINGS FOR THIS PROJECT.*
3. *BASIS OF BEARINGS FOR THIS PROJECT IS AS SHOWN: S 70°49'48"E FROM OLD CENTERLINE INTERSECTION OF SEPULVEDA BLVD AND ALAMEDA ST.*
4. *THIS PLAN SHALL NOT BE USED FOR THE PUPROSE OF DETERMINING RIGHT OF WAY AND EASEMENT INFORMATION. THE CONTRACTOR SHALL OBTAIN RIGHT OF WAY INFORMATION FROM THE CITY OF CARSON ENGINEERING SERVICES DEPARTMENT.*
5. *ROADWAY IMPROVEMENTS AND GEOMETRY SHOWN WEST OF STA 11+21.89 ARE REFLECTED IN PLANS FOR CITY OF CARSON PROJECT NO. 710, DPM-0046(001), SEPULVEDA BLVD. GRADE SEPARATION OVER ALAMEDA STREET".*

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE · SUITE E · WALNUT, CA · 91789
(909) 594-9702 · FAX (909) 594-2658
WWW.RKAGROUP.COM
02/24/25
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON
ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
GENERAL NOTES AND INDEX SHEET

PROJECT NO.	SHEET	PLAN NO.
675	2 of 36	T-2

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\L349010 - SEPULVEDA BLVD IMP\DWG\LSTRA02.DWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-8-31
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	3/20/25 DATE	GILBERT MARQUEZ, PE. CITY ENGINEER	3-24-2025 DATE

CONSTRUCTION NOTES

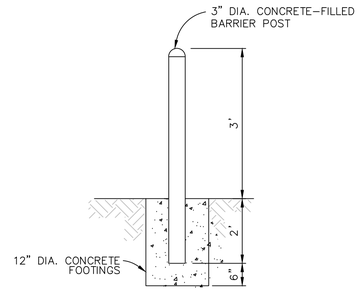
1. PROTECT IN PLACE.
2. REMOVE EXISTING CONCRETE CURB AND CURB & GUTTER.
3. SAWCUT & REMOVE EXISTING CONCRETE DRIVEWAY.
4. SAWCUT & REMOVE EXISTING SIDEWALK.
5. SAWCUT AND REMOVE A.C. PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
6. SAWCUT AND REMOVE EXISTING RETAINING WALL.
7. CONSTRUCT RETAINING WALL TYPE 5 (CASE 1) PER CALTRANS STD. PLAN B3-4A.
8. SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
9. SAWCUT & REMOVE EXISTING A.C. CURB.
10. REMOVE EXISTING STREET LIGHT (BY OTHERS).
11. REMOVE EXISTING TREE.
12. UNCLASSIFIED EXCAVATION/EMBANKMENT.
13. REMOVE EXISTING CHAIN LINK FENCE.
14. REMOVE EXISTING CATCH BASIN, STORM DRAIN PIPE LATERAL AND CAP WITH TWO COURSES OF BRICK AND MORTAR AT MAIN LINE PER PLANS.
15. REMOVE EXISTING BOLLARD.
16. CONSTRUCT A.C. PAVEMENT REPLACEMENT PER SPPWC STD. PLAN 133-4.
17. REMOVE EXISTING POWER POLE (BY OTHERS).
18. SAWCUT AND REMOVE EXISTING P.C.C. CROSS GUTTER.
19. REMOVE EXISTING CATCH BASIN AND GRATE AND CONFLICTING PORTIONS OF PIPE.
20. SAWCUT AND REMOVE EXISTING A.C. PAVEMENT.
21. RELOCATE EXISTING POWER POLE / GUY WIRE (BY OTHERS).
22. RELOCATE EXISTING UTILITY PIPES (BY OTHERS).
23. RELOCATE EXISTING UTILITY VAULT (BY OTHERS).
24. RELOCATE EXISTING UTILITY RISERS (BY OTHERS).
25. RELOCATE EXISTING FIRE HYDRANT (BY CALIFORNIA WATER SERVICE).
26. RELOCATE EXISTING YELLOW GAS MARKER (BY OTHERS).
27. RELOCATE EXISTING IRRIGATION CONTROL BOX.
28. RELOCATE EXISTING WATER METER (BY CWS).
29. RELOCATE EXISTING ELECTRICAL PULL BOX (BY OTHERS).
30. ADJUST EXISTING MANHOLE AND SET FRAME TO FINISH SURFACE GRADE.
31. ADJUST EXISTING FIRE HYDRANT TO GRADE (BY OTHERS).
32. ADJUST EXISTING VALVE CAN AND LID TO FINISH SURFACE GRADE.
33. ADJUST EXISTING ELECTRIC PULL BOX TO FINISH SURFACE GRADE.
34. ADJUST EXISTING TRAFFIC SIGNAL PULL BOX TO FINISH SURFACE GRADE.
35. ADJUST EXISTING WATER METER BOX TO FINISH SURFACE GRADE.
36. REMOVE EXISTING GUARDRAIL.
37. REGRADE AND RESTORE CRUSHED STONE.

CONSTRUCTION NOTES (CONT.)

40. CONSTRUCT 8" P.C.C. CURB & GUTTER TYPE A2 (W = 2') PER CITY OF CARSON STD. DWG. NO. 108 ON 6" CLASS 2 BASE.
41. CONSTRUCT 6" P.C.C. CURB ONLY TYPE A1 PER CITY OF CARSON STD. DWG. NO. 108.
42. CONSTRUCT CONCRETE BARRIER TYPE 732SW PER CALTRANS STD. PLAN B11-59.
43. CONSTRUCT & TRANSITION CURB AROUND EXISTING MANHOLE WITHIN 5 FEET.
44. CONSTRUCT PARKWAY DRAIN NO. 1 (TYPE II) PER CITY OF CARSON STD. DWG. NO. 300. DOWEL INTO EXISTING PARKWAY DRAIN AFTER REMOVING 2' PORTION.
45. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 117.
46. CONSTRUCT 3'X 6' TREE WELL AND PARKWAY TREE PER CITY OF CARSON STD. DWG. NO.s 132 & 134.
47. RECONSTRUCT TOP OF EXISTING CATCH BASIN PER CITY LOS ANGELES STD. PLAN S-343-1.
48. CONSTRUCT COMMERICAL DRIVEWAY CASE 2 PER CITY OF CARSON STD. DWG. NO. 112.
49. CONSTRUCT ALLEY INTERSECTION PER CITY OF CARSON STD. DWG. NO. 114, MODIFIED ON 6" CLASS 2 BASE. INCREASE P.C.C. THICKNESS TO 8".
50. CONSTRUCT COMMERICAL DRIVEWAY CASE 1 PER CITY OF CARSON STD. DWG. NO. 111.
51. CONSTRUCT CURB RAMP (CASE D, TYPE 2) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
52. CONSTRUCT MASONRY RETAINING WALL PER SPPWC STD. PLAN 618-3, TYPE A.
53. CONSTRUCT CATCH BASIN (W=7') PER SPPWC STD. PLAN 300-4.
54. CONSTRUCT CATCH BASIN (W_G=13.3') PER SPPWC STD. PLAN 303-4.
55. CONSTRUCT LOCAL DEPRESSIONS AT CATCH BASINS CASE E PER SPPWC STD. PLAN 313-4.
56. COLD MILL EXISTING A.C. PAVEMENT 2".
57. CONSTRUCT 2" ASPHALT CONCRETE PAVEMENT.
58. CONSTRUCT CATCH BASIN (W=7', W_G=6.4') PER SPPWC STD. PLAN 301-4.
59. CONSTRUCT LOCAL DEPRESSIONS AT CATCH BASINS CASE C PER SPPWC STD. PLAN 313-4.
60. CONSTRUCT 6" P.C.C. CURB AND GUTTER TYPE B2 PER CITY OF CARSON STD. DWG. NO. 108.
61. CONSTRUCT CURB RAMP (CASE B, TYPE 2) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
62. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD. PLAN 313-4, CASE G.
63. CONSTRUCT 6" A.C. CURB ONLY TYPE C(6") PER CITY OF CARSON STD. DWG. NO. 108.
64. CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT PER CALTRANS STD. PLAN P1 OVER 3" CLASS 2 BASE.
65. CONSTRUCT CURB RAMP (CASE A, TYPE 1) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
66. CONSTRUCT CURB RAMP (CASE A, TYPE 2) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
67. CONSTRUCT CURB RAMP (CASE A, TYPE 3) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
70. INSTALL BOLLARD PER DETAIL ON SHEET 3.
72. INSTALL POWERBOND DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
73. INSTALL 24" R.C.P. STORM DRAIN PIPE.
74. INSTALL 6' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
75. INSTALL POWER POLES / GUY WIRE (BY OTHERS).
76. INSTALL STREET LIGHT PER ELECTRICAL STREET LIGHT PLAN ON SHEET 22.
78. INSTALL 36" R.C.P. STORM DRAIN PIPE AND JOIN EXISTING 33" R.C.P. STORM DRAIN PIPE WITH CONCRETE COLLAR PER SPPWC STD. PLAN 380-4.
79. INSTALL NEW PEDESTRIAN PUSH BUTTON POST AND 2" CONDUIT. REPAIR HOLE ON EXISTING 15TS POLE.

CONSTRUCTION NOTES (CONT.)

80. CONSTRUCT 12' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING ON KINDER MORGAN PROPERTY.
81. CONSTRUCT CURB RAMP (CASE B, TYPE 1) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
82. INSPECT IDLE FLAP GATE AND MAKE FUNCTIONAL (BY LACFCD).
83. CONSTRUCT P.C.C. SPANDREL PER CITY OF CARSON STD. DWG. NO. 113.
84. INSTALL CURB DRAIN PER SPPWC 150-4, CASE II INLET. INTERCEPT N'LY CONNECTOR PIPE.
85. INSTALL 4" PVC PIPE.
86. CONSTRUCT 10' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE AND RAZOR WIRE TO MATCH EXISTING ON MARATHON PROPERTY.
87. INSTALL MIDWEST GUARDRAIL SYSTEM PER CALTRANS STD. PLAN NO. A77TL1.
88. REMOVE AND BACKFILL SIGN POST FOUNDATIONS.
89. INSTALL 6' HIGH CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
90. CONSTRUCT 8" P.C.C. CURB ONLY TYPE A1 PER CITY OF CARSON STD. DWG. NO. 108.
91. CONSTRUCT CONCRETE SLOUGH WALL PER CITY OF CARSON STD. DWG. NO. 129.
92. CONSTRUCT 6" C&G AT FENCE PER "SLOUGH WALL + C&G AT FENCE DETAIL" ON SHEET 07.
93. CONSTRUCT 4" ASPHALT CONCRETE ON CLASS 2 AGGREGATE BASE FILL.
94. ADJUST VAULT TO FINISHED SURFACE.
95. REPLACE VAULT (BY OTHERS).
96. INSTALL END ANCHOR ASSEMBLY PER CALTRANS STD. PLAN A77S1, TYPE SFT-M.
98. REMOVE AND REPLACE EXISTING TRAFFIC SIGNAL PULL BOX.
99. ADJUST EXISTING ELECTRIC PULL BOX TO FINISH SURFACE GRADE (BY SCE).
100. ADJUST EXISTING WATER METER BOX TO FINISH SURFACE GRADE (BY CWS).
101. RELOCATE EXISTING TRAFFIC SIGNAL PULL BOX.
102. REMOVE AND DISPOSE ABANDONED PETROLEUM LINE.
103. CUT AND CAP ABANDONED PETROLEUM LINE.
104. REMOVE AND DISPOSE ABANDONED PETROLEUM VAULT.
105. TRIM TREE ROOTS PER CITY ARBORISTS DIRECTION.
106. CONSTRUCT 3' X 6' TREE WELL.
107. CONSTRUCT 24" CONCRETE COLLAR PER SPPWC STD. PLAN 380-4.
108. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 118.
109. CONSTRUCT TRANSVERSE CONSTRUCTION JOINT FOR EXISTING CONCRETE PAVEMENT PER CALTRANS STD. PLAN P10.



70 BOLLARD DETAIL
NTS

SIGNING & STRIPING CONSTRUCTION NOTES

1. RELOCATE EXISTING STREET SIGN.
2. INSTALL 12" WIDE THERMOPLASTIC WHITE PAVEMENT MARKING CROSSWALK LINE PER CALTRANS STD. PLAN NO. A24E.
3. INSTALL 4" THERMOPLASTIC CHEVRON AT 40' SPACING.
4. INSTALL THERMOPLASTIC BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD. PLAN NO. A24C.
5. INSTALL THERMOPLASTIC PAVEMENT MARKINGS (NUMERALS) PER CALTRANS STD. PLAN NO. RSP A24C.
6. INSTALL THERMOPLASTIC TYPE IV (LT OR RT) TURN ARROW MARKING PER CALTRANS STD. PLAN NO. A24A.
7. INSTALL THERMOPLASTIC BIKE LANE ARROW PER CALTRANS STD. PLAN NO. A24A.
9. INSTALL 6" DOUBLE YELLOW SOLID THERMOPLASTIC LINE PER CALTRANS STD. PLAN NO. A20A, DETAIL 22.
10. INSTALL THERMOPLASTIC TYPE VII (LT OR RT) TURN ARROW MARKING PER CALTRANS STD. PLAN NO. A24A.
11. INSTALL SIGN PER CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
13. REMOVE EXISTING STREET SIGN & SALAVAGE TO THE CITY OF CARSON.
14. INSTALL THERMOPLASTIC PAVEMENT MARKINGS (WORDS) PER CALTRANS STD. PLAN, NO. RSP A24E & PER DETAIL ON SHEET 4.
15. INSTALL THERMOPLASTIC TYPE I (10') ARROW PER CALTRANS STD. PLAN, NO. RSP A24A.
16. INSTALL 6" WIDE THERMOPLASTIC WHITE SOLID LANELINE.
17. INSTALL 12" WIDE THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STD. PLAN NO. RSP A24E.
18. REPLACE EXISTING TRAFFIC SIGNAL LOOP IN-KIND WITH TYPE D LOOP DETECTORS PER CALTRANS STD. PLAN NO. ES-5B.
19. REPLACE EXISTING TRAFFIC SIGNAL LOOP IN-KIND WITH TYPE E LOOP DETECTORS PER CALTRANS STD. PLAN NO. ES-5B.
20. PAINT CURB RED.
21. INSTALL 6" WIDE THERMOPLASTIC YELLOW SOLID LANE LINE.
22. REMOVE AND RELOCATE EXISTING KINDER MORGAN SIGN ON NEW FENCE.
23. REMOVE AND REPLACE "FIRE DEPT. CONNECTION" SIGN ON NEW FENCE, MATCH IN-KIND.
24. INSTALL BLUE RAISED PAVEMENT MARKER PER MUTCD FIGURE 3B-102 (CA).
25. PAINT CURB YELLOW, TWO COATS.

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GRAPHIC SCALES IN FEET

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE - SUITE E-WALNUT-CA-91789
(909) 594-9702 - FAX (909) 594-2658
WWW.RKAGROUP.COM
02/24/25
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

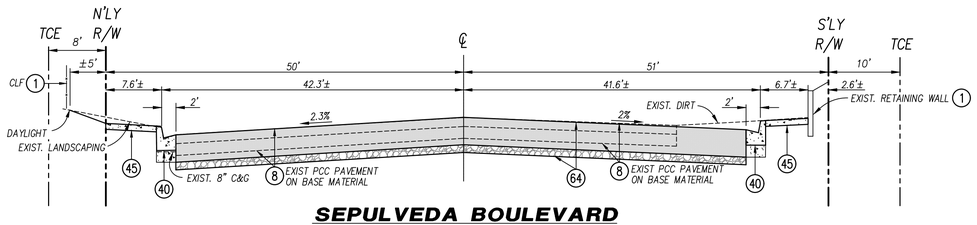
REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON
ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
CONSTRUCTION NOTES

PROJECT NO.	SHEET	PLAN NO.
675	3 of 36	T-3

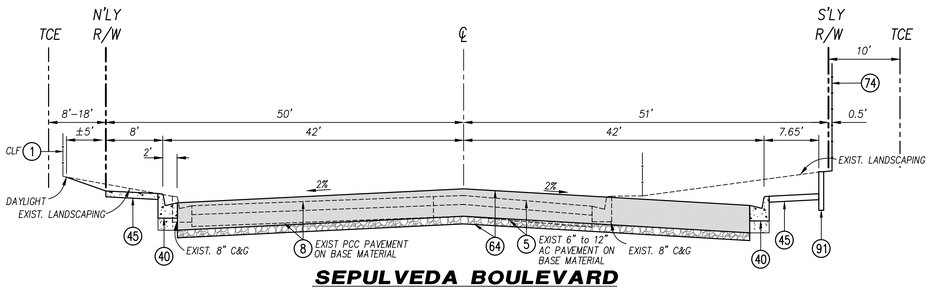
REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMPLOVW\LS\TRA03.DWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE:
DRAWING LAST UPDATED: 2016-8-31
MYLAR PLOT DATE: X



SEPULVEDA BOULEVARD

STA. 10+13 TO STA. 11+21

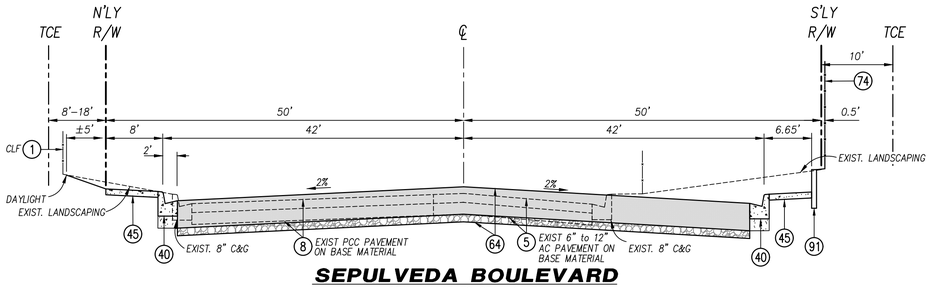
N.T.S.



SEPULVEDA BOULEVARD

STA. 11+21 TO STA. 14+43

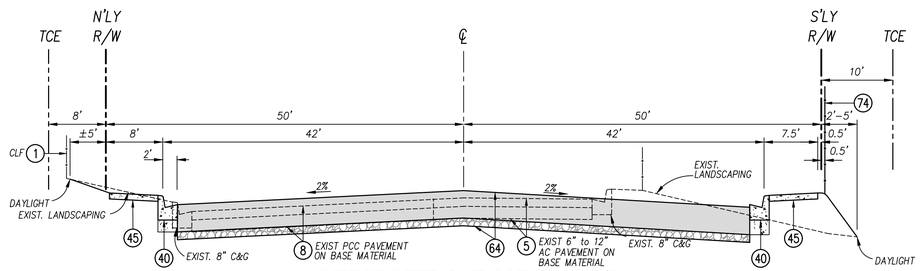
N.T.S.



SEPULVEDA BOULEVARD

STA. 14+43 TO STA. 14+75

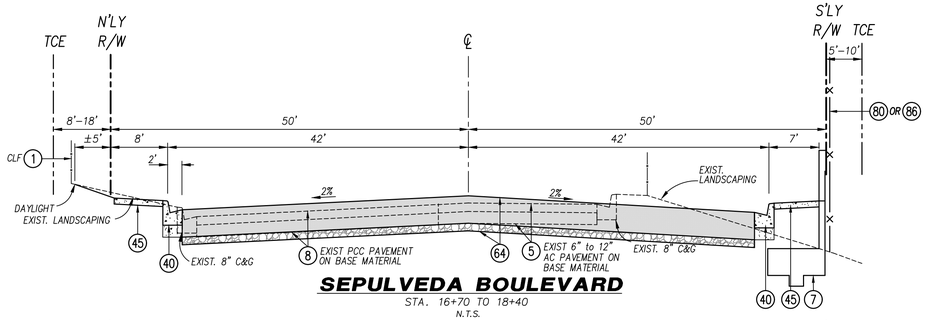
N.T.S.



SEPULVEDA BOULEVARD

STA. 14+75 TO 16+70

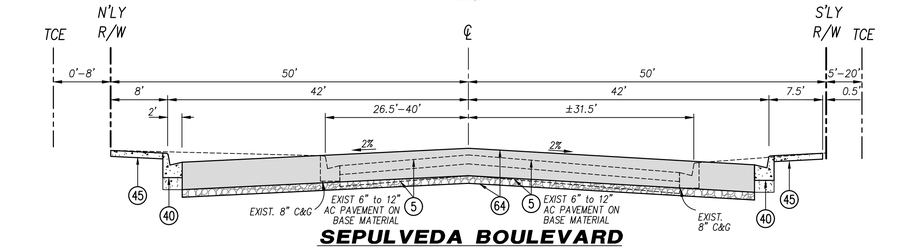
N.T.S.



SEPULVEDA BOULEVARD

STA. 16+70 TO 18+40

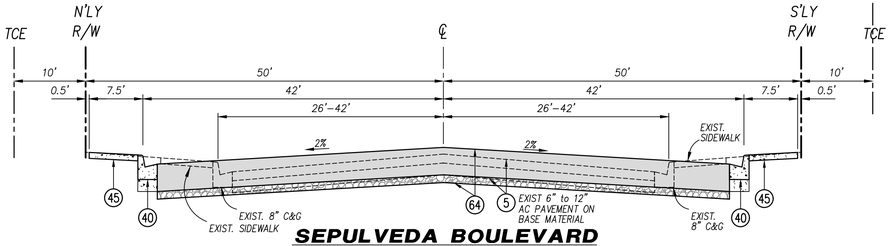
N.T.S.



SEPULVEDA BOULEVARD

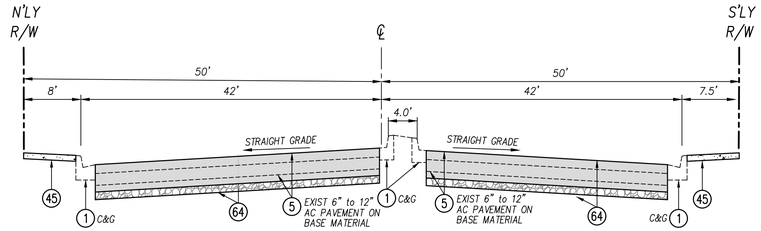
STA. 18+40 TO STA. 20+51

N.T.S.



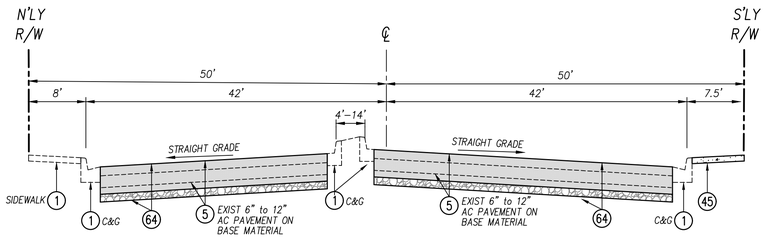
SEPULVEDA BOULEVARD

STA. 22+90 TO STA. 26+50



SEPULVEDA BOULEVARD

STA. 26+50 TO STA. 28+50



SEPULVEDA BOULEVARD

STA. 28+50 TO STA. 33+46

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.
(5) SAWCUT AND REMOVE A.C. PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
(7) CONSTRUCT RETAINING WALL TYPE 5 (CASE 1) PER CALTRANS STD. PLAN B3-4A.
(8) SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
(40) CONSTRUCT 8" P.C.C. CURB & GUTTER TYPE A2 (W = 2') PER CITY OF CARSON STD. DWG. NO. 108 ON 6" CLASS 2 BASE.
(45) CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 117.
(64) CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT OVER 3" CLASS 2 BASE.
(74) INSTALL 6' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
(80) CONSTRUCT 12' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING ON KINDER MORGAN PROPERTY.
(86) CONSTRUCT 10' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE AND RAZOR WIRE TO MATCH EXISTING ON MARATHON PROPERTY.
(91) CONSTRUCT CONCRETE SLOUGH WALL PER CITY OF CARSON STD. DWG. NO. 129.

LEGEND

CONSTRUCT 12.5" JOINTED PLAIN CONCRETE
CONSTRUCT 3" CLASS 2 BASE
CONSTRUCT 4" P.C.C. SIDEWALK.

*NOTE:
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

UNDERGROUND SERVICE ALERT
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811
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GRAPHIC SCALES IN FEET

REGISTERED PROFESSIONAL ENGINEER
KURT R. PEDERSEN
NO. 69745
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
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FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111–93 1960)

REVIEWED AND RECOMMENDED BY:
KENNETH YOU, P.E. SENIOR CIVIL ENG. 3/20/25 DATE

APPROVED BY:
GILBERT MARQUEZ, PE. CITY ENGINEER 3-24-2025 DATE

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

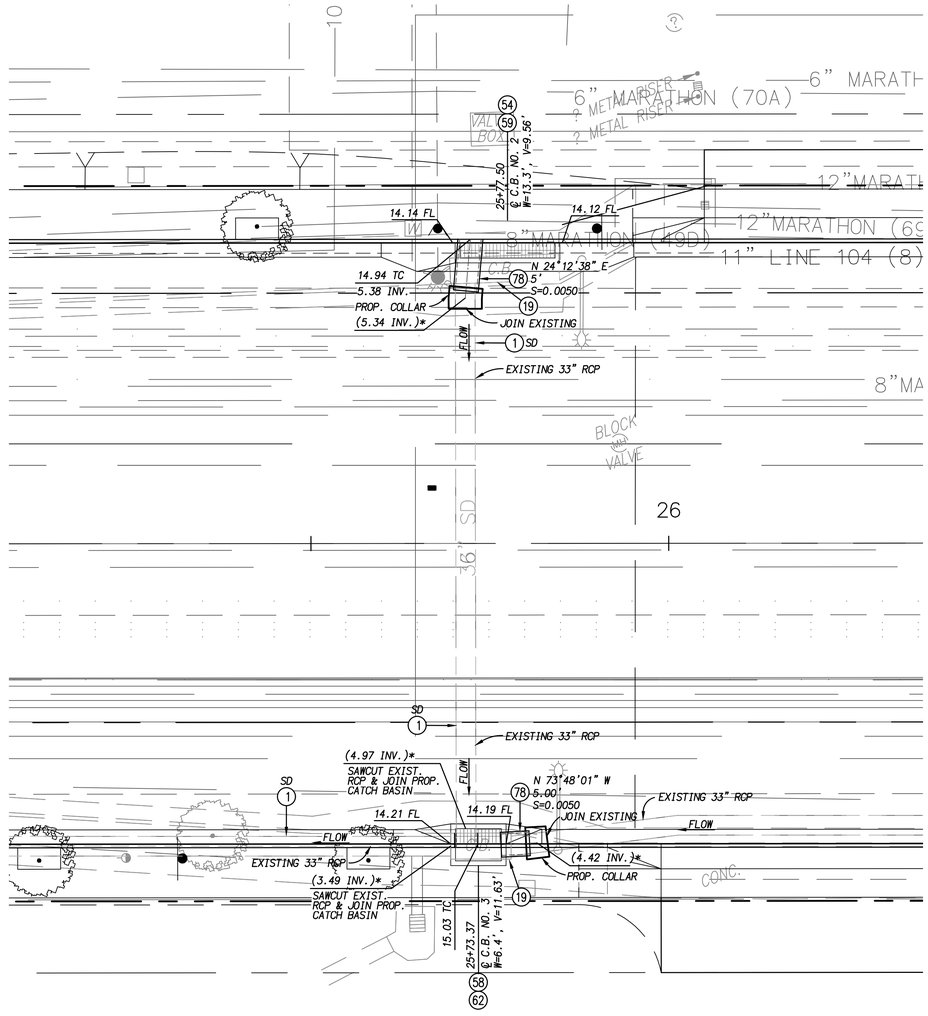
SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
TYPICAL SECTIONS

PROJECT NO.	SHEET	PLAN NO.
675	4 of 36	C-1

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\349010\DWG\LSTR4OLDWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-8-31
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: 3/20/25
KENNETH YOUNG, P.E. SENIOR CIVIL ENG. DATE

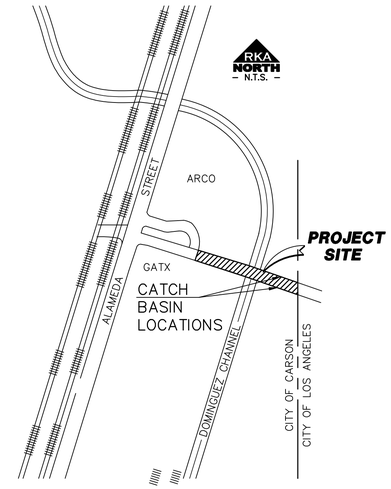
APPROVED BY: 3-24-2025
GILBERT MARQUEZ, PE. CITY ENGINEER DATE



STORM DRAIN DETAIL (C.B. NO. 2 & 3)

1" = 10'

CITY MAINTAINED PER SEPARATE PLAN AND PERMIT WITH LAND DEVELOPMENT DIVISION



THOMAS GUIDE: PAGE 794, GRID J2

LOCATION MAP

N.T.S.

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.

(19) REMOVE EXISTING CATCH BASIN AND GRATE AND CONFLICTING PORTIONS OF PIPE.

(54) CONSTRUCT CATCH BASIN (W_G=13.3') PER SPPWC STD. PLAN 303-4.

(58) CONSTRUCT CATCH BASIN (W=7', W_G=6.4') PER SPPWC STD. PLAN 301-4.

(59) CONSTRUCT LOCAL DEPRESSIONS AT CATCH BASINS CASE C PER SPPWC STD. PLAN 313-4.

(62) CONSTRUCT LOCAL DEPRESSION PER SPPWC STD. PLAN 313-4, CASE G.

(78) INSTALL 36" R.C.P. STORM DRAIN PIPE AND JOIN EXISTING 33" R.C.P. STORM DRAIN PIPE WITH CONCRETE COLLAR PER SPPWC STD. PLAN 380-4.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
10' 5' 0' 10' 20'
GRAPHIC SCALE: 1"=10'

REGISTERED PROFESSIONAL ENGINEER
KURT R. PEDERSEN
NO. 69745
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE · SUITE E · WALNUT · CA · 91789
(909) 594-9702 · FAX (909) 594-2658
WWW.RKAGROUP.COM
02/24/25
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

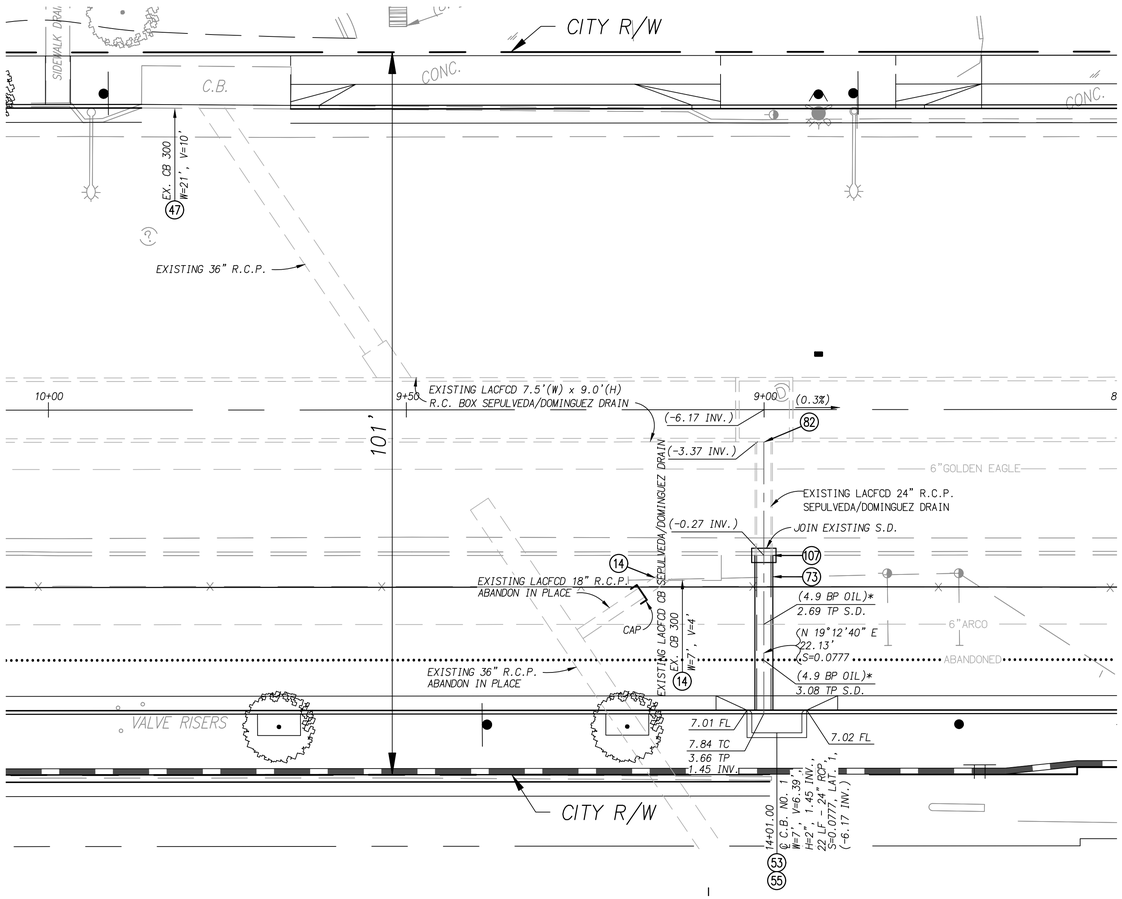
SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
STORM DRAIN CONNECTION AT STA. 25+75
OF SEPULVEDA/DOMINGUEZ DRAIN

PROJECT NO.	SHEET	PLAN NO.
675	5 of 36	C-2

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 – SEPULVEDA BLVD IMP\DWG\STRADS.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MAJOR REVISION DATE: X
DRAWING LAST UPDATED: 2016-2-22
PLOT DATE: X

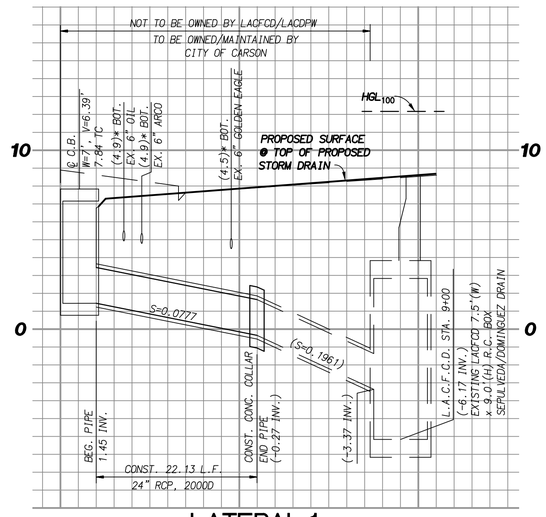
REVIEWED AND RECOMMENDED BY: Ken Young — KENNETH YOUNG, P.E. SENIOR CIVIL ENG. — 3/20/25 DATE

APPROVED BY: — GILBERT MARQUEZ, PE. CITY ENGINEER — 3-24-2025 DATE



STORM DRAIN DETAIL (C.B. NO. 1)

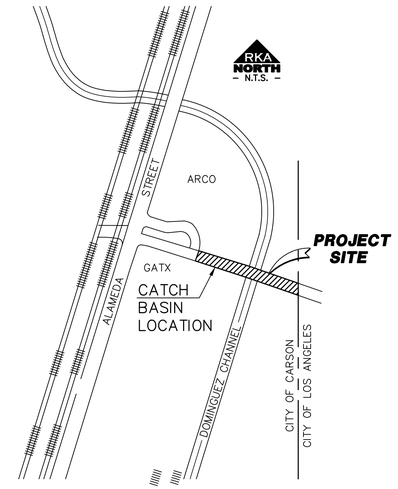
SEE SHEET 9
1" = 10'



LATERAL 1

C.B. NO. 1

SCALE
HOR: 1"=20'
VERT: 1"=4'



THOMAS GUIDE: PAGE 794, GRID J2

LOCATION MAP

N.T.S.

CONCRETE REMOVAL NOTES

"WHERE REINFORCEMENT IS REQUIRED TO EXTEND THROUGH THE NEW JOINT, CONCRETE SHALL BE REMOVED IN THE FOLLOWING SEQUENCE.

1. A SAWCUT SHALL BE MADE ONE AND ONE-HALF INCHES DEEP AT THE REMOVAL LIMITS. CARE SHALL BE EXERCISED IN SAWING AT HE REMOVAL LIMITS SO AS NOT TO CUT THE REINFORCING STEEL IN THE REMAINING SLAB. THE EXISTING REINFORCING STEEL SHALL BE RETAINED AND EXTENDED INTO THE NEW CONSTRUCTION AS INDICATED ON THE PLANS.
2. USING HANDHELD EQUIPMENT, THE CONCRETE SHALL BE CAREFULLY REMOVED FOR THE FULL DEPTH OF THE WALL OR SLAB AND FOR A MINIMUM DISTANCE FROM THE SAWCUT EQUAL TO THE LONGEST EXTENSION OF THE EXISTING BARS TO BE EXTENDED INTO THE NEW CONSTRUCTION. THE EXTENSION SHALL BE 30 BAR DIAMETERS, UNLESS OTHERWISE SHOWN.
3. EXISTING REINFORCEMENT SHALL BE CUT TO THE REQUIRED BAR EXTENSION.
4. THE REMAINING CONCRETE MAY BE REMOVED BY ANY SUITABLE METHOD UPON APPROVAL OF THE ENGINEER, WHO SHALL BE THE SOLE JUDGE OF THE USE OF ANY CONCRETE REMOVAL EQUIPMENT. EXPLOSIVES, WRECKING BALL, OR OTHER SIMILAR DEVICES, WHICH ARE LIKELY YO DAMAGE THE CONCRETE TO BE LEFT IN PLACE, SHALL NOT BE USED."

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.
(14) REMOVE EXISTING CATCH BASIN, STORM DRAIN PIPE LATERAL AND CAP WITH TWO COURSES OF BRICK AND MORTAR AT MAIN LINE PER PLANS.
(47) RECONSTRUCT TOP OF EXISTING CATCH BASIN PER CITY LOS ANGELES STD. PLAN S-343-1.
(53) CONSTRUCT CATCH BASIN (W=7') PER SPPWC STD. PLAN 300-4.
(55) CONSTRUCT LOCAL DEPRESSIONS AT CATCH BASINS CASE E PER SPPWC STD. PLAN 313-4.
(73) INSTALL 24" R.C.P. STORM DRAIN PIPE.
(82) INSPECT IDLE FLAP GATE AND MAKE FUNCTIONAL (BY LACFCD).
(107) CONSTRUCT 24" CONCRETE COLLAR PER SPPWC STD. PLAN 380-4.

RKA NORTH SCALE: 1" = 10'

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE-SUITE E-WALNUT-CA-91789
(909) 594-9702- FAX (909) 594-2658
WWW.RKAGROUP.COM
02/24/25
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
STORM DRAIN CONNECTION AT STA. 9+00 OF SEPULVEDA/DOMINGUEZ DRAIN

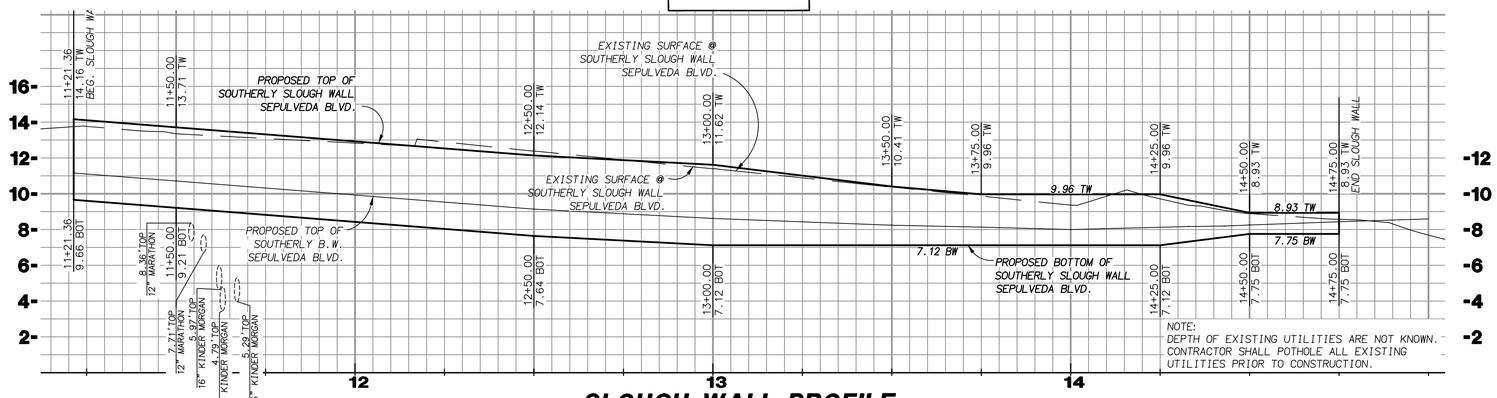
PROJECT NO. 675 | SHEET 6 of 36 | PLAN NO. C-3

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 – SEPULVEDA BLVD MP\DWG\LSTRA06.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2017-3-9
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, SENIOR CIVIL ENG. — 3/20/25 DATE

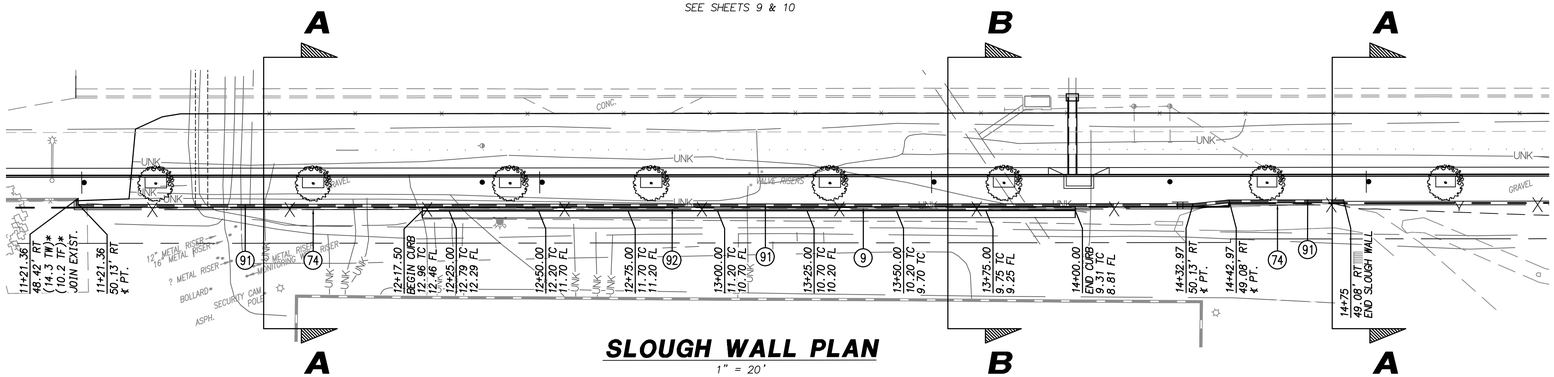
APPROVED BY: GILBERT MARQUEZ, PE. CITY ENGINEER — 3-24-2025 DATE

PROFILE SCALE
HORIZ.: 1"= 20'
VERT.: 1"= 4'



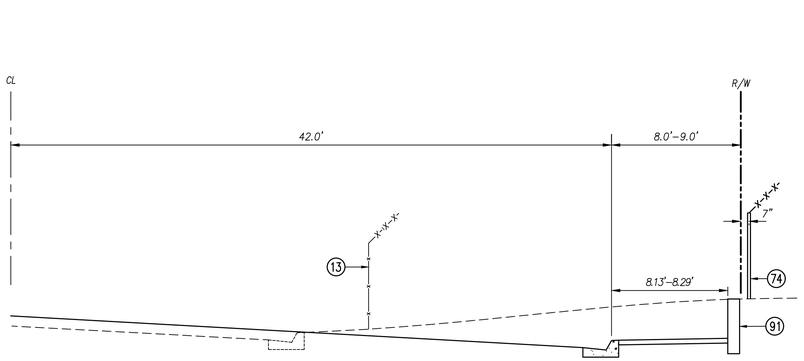
SLOUGH WALL PROFILE

SEE SHEETS 9 & 10



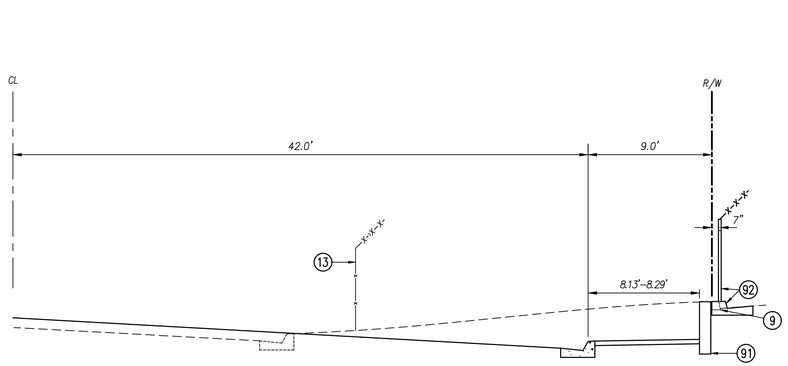
SLOUGH WALL PLAN

1" = 20'



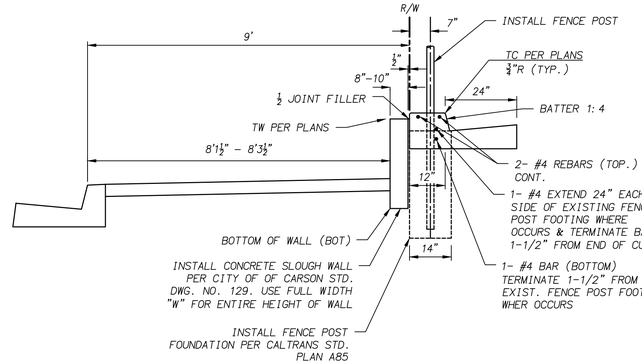
SLOUGH WALL SECTION A-A

STA. 11+21.36 TO STA. 12+17.50
STA. 14+00.00 TO STA. 14+75.00
N.T.S.



SLOUGH WALL SECTION B-B

STA. 12+17.50 TO STA. 14+00.00
N.T.S.



SLOUGH WALL + C&G AT FENCE DETAIL

STA. 12+17.50 TO STA. 14+00.00
N.T.S.

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.
(9) SAWCUT AND REMOVE EXISTING A.C. CURB.
(13) REMOVE EXISTING CHAIN LINK FENCE.
(74) INSTALL 6' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
(91) CONSTRUCT CONCRETE SLOUGH WALL PER CITY OF CARSON STD. DWG. NO. 129.
(92) CONSTRUCT 6" C&G AT FENCE PER "SLOUGH WALL + C&G AT FENCE DETAIL" ON SHEET 07.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE · SUITE E · WALNUT · CA · 91789
(909) 594-9702 · FAX (909) 594-2658
WWW.RKAGROUP.COM
KURT R. PEDERSEN RCE 69745 — 02/24/25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
WALL PROFILE AND DETAILS

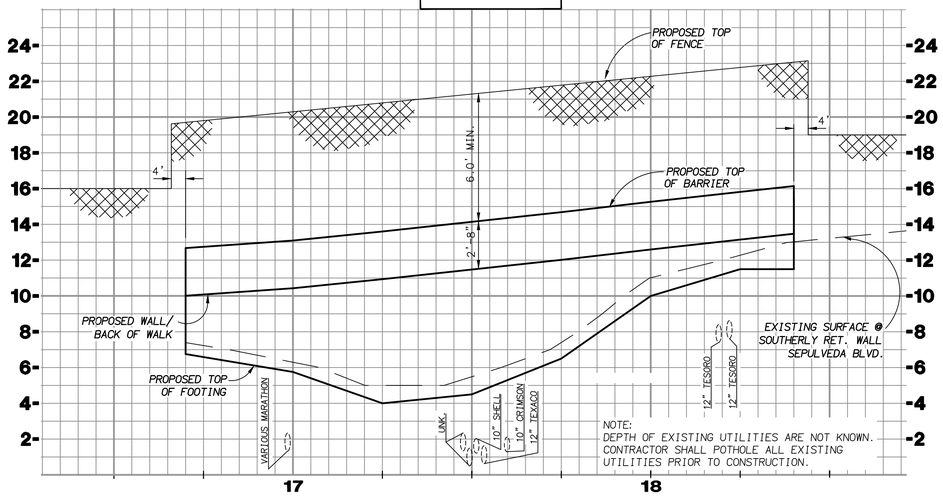
PROJECT NO.	SHEET	PLAN NO.
675	7 of 36	C-4

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\349010 – SEPULVEDA BLVD IMP\DWG\LSTRA07.DWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-2-22
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: 3/20/25
ASHRETH YOUNG, P.E. SENIOR CIVIL ENG. DATE

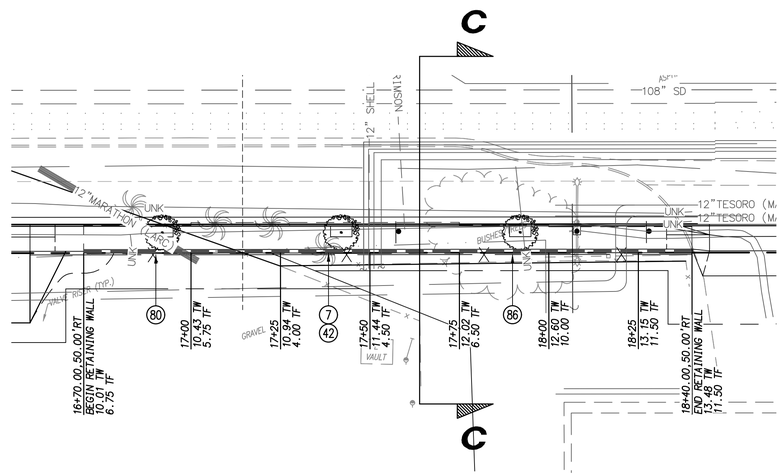
APPROVED BY: 3-24-2025
GILBERT MARQUEZ, PE. CITY ENGINEER DATE

PROFILE SCALE
HORIZ.: 1"= 20'
VERT.: 1"= 4'



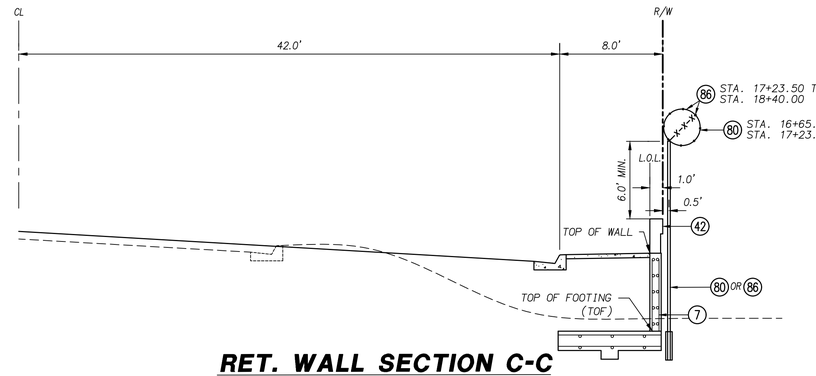
RETAINING WALL PROFILE

SEE SHEET 10



RETAINING WALL PLAN

1" = 20'



RET. WALL SECTION C-C

STA. 16+70.00 TO STA. 18+40.00
N.T.S.

CONSTRUCTION NOTES

1. PROTECT IN PLACE.
7. CONSTRUCT RETAINING WALL TYPE 5 (CASE 1) PER CALTRANS STD. PLAN B3-4A.
42. CONSTRUCT CONCRETE BARRIER TYPE 732SW PER CALTRANS STD. PLAN B11-59.
80. CONSTRUCT 12' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING ON KINDER MORGAN PROPERTY.
86. CONSTRUCT 10' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE AND RAZOR WIRE TO MATCH EXISTING ON MARATHON PROPERTY.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
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02/24/25
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
WALL PROFILE AND DETAILS

PROJECT NO.	SHEET	PLAN NO.
675	8 of 36	C-5

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO.: 34910
DRAWING NAME: K:\ACAD\34910 - SEPULVEDA BLVD IMPL\DWG\LSTRA08.DWG
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-2-22
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, PE. SENIOR CIVIL ENG. — 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE. CITY ENGINEER — 3-24-2025 DATE

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM

SEE PLAN VIEW FOR ELEVATIONS

9+00.00 (15.33 FS)
9+50.00 (14.17 FS)
10+00.00 (13.20 FS)
10+13.20 (15.09 FS)* JOIN EXIST.
10+13.20 BCR 12.27 TC
10+50.00 11.87 TC
11+00.00 11.33 TC
11+50.00 10.55 TC
11+69.15 10.24 TC @ PARKWAY DRAIN
12+00.00 9.76 TC
12+50.00 8.98 TC
13+00.00 (8.33 TC)* JOIN EXIST.
13+12.29 (8.19 TC)* JOIN EXIST.
@ PARKWAY DRAIN
13+33.13 (8.07 TC)* JOIN EXIST.
13+38.20 7.90 TC
13+50.00 7.95 TC
13+63.13 @ 39' DRIVEWAY
14+00.00 8.15 TC

-1.08% -1.57% -1.30% -1.16% (-0.55%) -3.35% 0.40%

PROPOSED TOP OF NORTHERLY CURB OF SEPULVEDA BLVD.
EXISTING SURFACE @ NORTHERLY CURB OF SEPULVEDA BLVD.

9+00.00 (14.94 TC)* JOIN EXIST.
9+02.28 (15.33 FS)
9+42.25 @ 62' ENTRY
9+86.24 11.15 TC
9+87.90 (13.14 TC)* JOIN EXIST.
10+00.00 (13.20 FS)
10+13.20 (15.09 FS)* JOIN EXIST.
10+50.00 (12.21 TC)* JOIN EXIST.
10+50.00 12.43 FS
11+00.00 11.63 FS
11+00.00 11.33 TC
11+50.00 11.06 FS
11+50.00 10.55 TC
12+00.00 10.30 FS
12+00.00 9.76 TC
12+50.00 9.28 FS
12+50.00 8.98 TC
13+00.00 8.76 FS
13+00.00 8.46 TC
13+50.00 8.38 FS
13+50.00 8.08 TC
14+00.00 8.45 FS
14+00.00 7.83 TC
14+01.00 7.84 TC @ C.B. NO. 1

(-2.30%) -2.12% -1.39% (-1.50%) -1.76% -1.57% -1.04% -0.76% -0.5%

(-1.38%) -1.60% -1.57% -1.80% -1.04% -0.76% 0.14%

EXISTING SURFACE @ SEPULVEDA BLVD. ℄
PROPOSED SURFACE @ SEPULVEDA BLVD. ℄
EXISTING SURFACE @ SOUTHERLY CURB OF SEPULVEDA BLVD.
PROPOSED TOP OF SOUTHERLY CURB OF SEPULVEDA BLVD.

7.20 FL
7.01 FL
7.01 FL
7.02 FL
7.21 FL

MATCH LINE SEE SHEET 10

ALAMEDA RAMP

9 8+88.93 67.66' LT. (15.5 TC)* (14.9 FS)* JOIN EXIST.
8+78.26 53.18' LT. (15.8 TC)* (15.1 FS)* JOIN EXIST.
9+82.29 57.76' LT. (13.17 TC)* (12.68 FS)* JOIN EXIST.
10+13 BEGIN PAVEMENT RECONSTRUCTION (13.02 FS)*
JOIN (12.27 FS)* (12.48 FS)*
(11.77 FS)*
EXISTING P.C.C. PAVEMENT
SEE DRIVEWAY DETAIL ON SHEET 13
R/W

10 NITRO VENT
TREE
RISER
PP
IRR. PANEL
STREET LIGHT
14"MARATHON (64ABC)
10"MARATHON (32A)
8"MARATHON (33G)
6"MARATHON (104G)
10+13 BCR 12.27 TC 12.60 FL
10+26.50 @ TREE WELL
10+76.50 @ TREE WELL
11+26.50 @ TREE WELL
11+69.15 DER MORGAN @ PARKWAY DRAIN L=7'
10.35 TC UNDER MORGAN 9.68 FL UNDER MORGAN S=3.5', L=7'
11+75.50 @ TREE WELL
11+87.00 @ TREE WELL
12+42.00 @ TREE WELL
12+81.50 @ TREE WELL
13+31.50 @ TREE WELL
13+80.00 @ TREE WELL
PROPOSED TOE GRADING LIMIT
TRANSMISSION POLE
P.P.
12+46.00 @ TREE WELL
12+89.50 @ TREE WELL
13+00.67 8.33 TC @ PARKWAY DRAIN S=3.5', L=7'
DAYLIGHT
13+12.29 (8.19 TC)* (7.33 FL)* JOIN EXIST.
13+33.13 (8.07 TC)* (7.21 FL)* JOIN EXIST.
8.22 FS
7.69 TC JOIN
13+63.13 @ 39' DRIVEWAY
8.27 FS
10+30.48 (14.46 TW)* (12.67 FS)* JOIN EXIST.
10+34.48 14.43 TW
12.67 BOW
10+46.48 14.26 TW
12.50 BOW
10+50.33 RT. 13.26 FS
11.80 BOW
(14.15 TW) (12.39 FS)
10+50.00 (12.21 TC)* (11.57 FL)* JOIN EXIST.
11+00.00 10.78 FL
11+21.36 48.42' RT BEGIN SLOUGH WALL
11+21.36 50.13' RT. 4 PT.
11+43.00 @ TREE WELL
7.13
7.77 FS
8.31 FS
7.83 FS
EXISTING 36" RCP
EXISTING LACFCD 7.5'(W) x 9.0'(H) R.C. BOX SEPULVEDA/DOMINGUEZ DRAIN
EXIST. 36" RCP
DWY APP.
PROPOSED TOE
F.H.
SEE SHEET 07
SEE SHEET 07
N70°49'48"W
42.2'
10.44%
SHELL-ABAND
UNK
GAS
SD
CV
JOIN
CURB, GUTTER & SIDEWALK BURIED
METAL RISER
BOLLARD
SECURITY CAM. POLE
CONCRETE MONUMENT

SEPULVEDA BLVD.

RKA NORTH SCALE: 1" = 20'

MATCH LINE - SEE SHEET 10

CONSTRUCTION NOTES

1. PROTECT IN PLACE.
2. REMOVE EXISTING CONCRETE CURB AND CURB & GUTTER.
3. SAWCUT & REMOVE EXISTING CONCRETE DRIVEWAY.
4. SAWCUT & REMOVE EXISTING SIDEWALK.
5. SAWCUT AND REMOVE A.C. PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
8. SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
10. REMOVE EXISTING STREET LIGHT (BY OTHERS).
12. UNCLASSIFIED EXCAVATION/EMBANKMENT.
13. REMOVE EXISTING CHAIN LINK FENCE.
14. REMOVE EXISTING CATCH BASIN, STORM DRAIN PIPE LATERAL AND CAP WITH TWO COURSE OF BRICK AND MORTAR AT MAIN LINE PER PLANS.
16. CONSTRUCT A.C. PAVEMENT REPLACEMENT PER SPPWC STD. PLAN 133-4.
20. SAWCUT AND REMOVE EXISTING A.C. PAVEMENT.
21. RELOCATE EXISTING POWER POLE / GUY WIRE (BY OTHERS).
24. RELOCATE EXISTING UTILITY RISERS (BY OTHERS).
29. RELOCATE EXISTING ELECTRICAL PULL BOX (BY OTHERS).
30. ADJUST EXISTING MANHOLE AND SET FRAME TO FINISH SURFACE GRADE.
32. ADJUST EXISTING VALVE CAN AND LID TO FINISH SURFACE GRADE.
33. ADJUST EXISTING ELECTRIC PULL BOX TO FINISH SURFACE GRADE.
35. ADJUST EXISTING WATER METER BOX TO FINISH SURFACE GRADE.
40. CONSTRUCT 8" P.C.C. CURB & GUTTER TYPE A2 (W = 2') PER CITY OF CARSON STD. DWG. NO. 108. ON 6" CLASS 2 BASE.
43. CONSTRUCT & TRANSITION CURB AROUND EXISTING MANHOLE WITHIN 5 FEET.
44. CONSTRUCT PARKWAY DRAIN NO. 1 (TYPE II) PER CITY OF CARSON STD. DWG. NO. 300. DOWEL INTO EXISTING PARKWAY DRAIN AFTER REMOVING 2' PORTION.
45. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 117.
46. CONSTRUCT 3'X 6' TREE WELL AND PARKWAY TREE PER CITY OF CARSON STD. DWG. NO.s 132 & 134.
47. RECONSTRUCT TOP OF EXISTING CATCH BASIN PER CITY LOS ANGELES STD. PLAN S-343-1.
48. CONSTRUCT COMMERICAL DRIVEWAY CASE 2 PER CITY OF CARSON STD. DWG. NO. 112.
51. CONSTRUCT CURB RAMP (CASE D, TYPE 2) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
64. CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT PER CALTRANS STD. PLAN P1 OVER 3" CLASS 2 BASE.
74. INSTALL 6' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
75. INSTALL POWER POLE / GUY WIRE (BY OTHERS).
90. CONSTRUCT 8" PCC CURB ONLY TYPE A1 PER CITY OF CARSON STD DWG NO. 129.
91. CONSTRUCT CONCRETE SLOUGH WALL PER CITY OF CARSON STD. DWG. NO. 129.
92. CONSTRUCT 6" C&G AT FENCE PER "SLOUGH WALL + C&G AT FENCE DETAIL" ON SHEET 07.
108. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 118.
109. CONSTRUCT TRANSVERSE CONSTRUCTION JOINT FOR EXISTING CONCRETE PAVEMENT PER CALTRANS STD. PLAN P10.

PROFILE SCALE
HORIZ.: 1"= 20'
VERT.: 1"= 4'

LEGEND

- CONSTRUCT A.C. PAVEMENT.
- CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT OVER 3" CLASS 2 BASE.
- CONSTRUCT 4" P.C.C. SIDEWALK.

*NOTE: HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE · SUITE E · WALNUT · CA · 91789
(909) 594-9702 · FAX (909) 594-2658
WWW.RKAGROUP.COM
02/24/25
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111–93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
PLAN AND PROFILE
STA. 9+00.00 TO STA. 14+00.00

PROJECT NO.	SHEET	PLAN NO.
675	9 of 36	C-6

DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMP\DWG\LSTPA09.DWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-9-14
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, P.E. SENIOR CIVIL ENG. — 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE. CITY ENGINEER — 3-24-2025 DATE

MATCH LINE SEE SHEET 8

MATCH LINE - STA 19+00.00 SEE SHEET 10

14+00.00 8.15 TC; 14+46.69 ℄ 34' DRIVEWAY; 14+50.00 8.40 TC; 15+00.00 8.65 TC; 15+50.00 8.90 TC; 16+00.00 9.15 TC; 16+50.00 9.58 TC; 17+00.00 10.29 TC; 17+50.00 11.31 TC; 17+89.77 ℄ 38' DRIVEWAY; 18+00.00 12.46 TC; 18+50.00 13.56 TC; 18+60.50 ℄ 24' DRIVEWAY; 19+00.00 14.66 TC

0.50% 0.85% 1.44% 2.04% 2.29% 2.20%

PROPOSED TOP OF NORTHERLY CURB OF SEPULVEDA BLVD.

EXISTING SURFACE @ NORTHERLY CURB OF SEPULVEDA BLVD.

14+00.00 8.45 FS; 14+50.00 8.70 FS; 15+00.00 8.95 FS; 15+50.00 9.20 FS; 16+00.00 9.45 FS; 16+50.00 9.88 FS; 17+00.00 10.59 FS; 17+50.00 11.61 FS; 18+00.00 12.76 FS; 18+50.00 13.86 FS; 19+00.00 14.96 FS

0.50% 0.85% 1.44% 2.04% 2.29% 2.20%

EXISTING SURFACE @ SEPULVEDA BLVD. ℄

PROPOSED SURFACE @ SEPULVEDA BLVD. ℄

14+00.00 7.83 TC; 14+01.00 7.84 TC ℄ C.B. NO. 1; 14+50.00 8.08 TC; 15+00.00 8.44 TC; 15+50.00 8.79 TC; 16+00.00 9.15 TC; 16+45.00 ℄ 20' DRIVEWAY; 16+50.00 9.58 TC; 17+00.00 10.29 TC; 17+50.00 11.31 TC; 18+00.00 12.46 TC; 18+50.00 13.56 TC; 18+95.89 ℄ 102' DRIVEWAY; 19+00.00 14.66 TC

0.5% 0.71% 0.85% 1.44% 2.04% 2.29% 2.20%

7.20 FL; 7.01 FL; 7.01 FL; 7.02 FL; 7.21 FL

PROPOSED TOP OF SOUTHERLY CURB OF SEPULVEDA BLVD.

EXISTING SURFACE @ SOUTHERLY CURB OF

14 15 16 17 18 19

10"MARATHON (104D); 4"MARATHON (21A); 14"(64ABC PROPOSED TCE; 8"MARATHON (43F); 8"MARATHON (104G); 8"MARATHON (33B); 6"WEST OIL; 3" OIL; 10" OIL; 8"CHEMOIL; 12" CWS; 12" SHELL-ABAND; 12" TESORO (MARATHON); 108" SD; 12" SHELL FS.(H) PROD; 10" CRUDE; 8" SD; 6" SD; 4" SD; 12" SD; GAS; SD; UNK; TRANSMISSION POLE; GRADING LIMIT; R/W; PROPOSED TCE; CONC. BERM; SEE SHEET 07; SEE SHEET 08; BEG. MARATHON CLF; CLF; LIGHT; FDC; GRATE; EXISTING LACFCD 7.5'(W) x 9.0'(H) R.C. BOX SEPULVEDA/DOMINGUEZ DRAIN; N70°49'48"W; 14+75.00 49.08' RT. WALL 4 PT. END SLOUGH WALL; 14+32.97 50.13' RT. WALL 4 PT.; 14+42.97 49.08' RT. WALL 4 PT.; 15+03.50 ℄ TREE WELL; 15+32.00 ℄ TREE WELL; 15+52.50 ℄ TREE WELL; 15+82.00 ℄ TREE WELL; 16+10.00 ℄ TREE WELL; 16+27.50 ℄ TREE WELL; 16+45.00 ℄ 20' DRIVEWAY; 16+72.00 ℄ TREE WELL; 16+92.00 ℄ TREE WELL; 17+22.50 ℄ TREE WELL; 17+42.00 ℄ TREE WELL; 17+92.00 ℄ TREE WELL; 18+92.00 ℄ TREE WELL; 18+95.89 ℄ 102' DRIVEWAY; W=102' (MODIFIED); 14+89.50 ℄ TREE WELL; 14+53.50 ℄ TREE WELL; 14+01.00 ℄ C.B. NO. 1; SEE DETAIL ON SHEET 7.66; 14+46.69 ℄ 34' DRIVEWAY; JOIN; 17+89.77 ℄ 38' DRIVEWAY; 18+60.50 ℄ 24' DRIVEWAY; JOIN; 18+92.00 ℄ TREE WELL; 16+43.00 9.12 FS; 9.20 FS; 16+45.00 ℄ 20' DRIVEWAY; 9.40 FS; 9.32 FS; 17+23.50; 11.54 FS; 11.75 FS; 11.62 FS; 12.56 FS; 12.48 FS; 13.36 FS; 13.89 FS; 13.81 FS; 13.28 FS; 13.32 FS; 13.20 FS; 13.22 FS; 8.12 FS; 8.20 FS; 8.54 FS; 8.30 FS; 8.22 FS; 8.54 FS; 12.25 TC; 11.75 FS; 13.40 TC; 14.35 TC; 15.05 TC; 12.8 FS; 5.8%; 0.83%; 0.5%; X=5; X=7; X=6'

MATCH LINE SEE SHEET 8

MATCH LINE - STA 19+00.00 SEE SHEET 10

SEPULVEDA BLVD.

RKA NORTH SCALE: 1" = 20'

CONSTRUCTION NOTES

1. PROTECT IN PLACE.
2. REMOVE EXISTING CONCRETE CURB AND CURB & GUTTER.
3. SAWCUT & REMOVE EXISTING CONCRETE DRIVEWAY.
5. SAWCUT AND REMOVE A.C. PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
7. CONSTRUCT RETAINING WALL TYPE 5 (CASE 1) PER CALTRANS STD. PLAN B3-4A.
8. SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT, BASE, AND SUBGRADE TO PROPOSED SUBGRADE.
9. SAWCUT & REMOVE EXISTING A.C. CURB.
10. REMOVE EXISTING STREET LIGHT (BY OTHERS)
11. REMOVE EXISTING TREE.
12. UNCLASSIFIED EXCAVATION/EMBANKMENT.
13. REMOVE EXISTING CHAIN LINK FENCE.
16. CONSTRUCT A.C. PAVEMENT REPLACEMENT PER SPPWC STD. PLAN 133-4.
20. SAWCUT AND REMOVE EXISTING A.C. PAVEMENT.
21. RELOCATE EXISTING POWER POLE / GUY WIRE (BY OTHERS).
23. RELOCATE EXISTING UTILITY VAULT (BY OTHERS).
25. RELOCATE EXISTING FIRE HYDRANT (BY CALIFORNIA WATER SERVICE).
28. RELOCATE EXISTING WATER METER (BY CWS).
30. ADJUST EXISTING MANHOLE AND SET FRAME TO FINISH SURFACE GRADE.
36. REMOVE EXISTING GUARDRAIL.
40. CONSTRUCT 8" P.C.C. CURB & GUTTER TYPE A2 (W = 2') PER CITY OF CARSON STD. DWG. NO. 108. ON 6" CLASS 2 BASE.
42. CONSTRUCT CONCRETE BARRIER TYPE 732SW PER CALTRANS STD. PLAN B11-59.
45. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 117.
46. CONSTRUCT 3'X 6' TREE WELL AND PARKWAY TREE PER CITY OF CARSON STD. DWG. NO.s 132 & 134.
48. CONSTRUCT COMMERICAL DRIVEWAY CASE 2 PER CITY OF CARSON STD. DWG. NO. 112.
50. CONSTRUCT COMMERICAL DRIVEWAY CASE 1 PER CITY OF CARSON STD. DWG. NO. 111.
53. CONSTRUCT CATCH BASIN (W=7') PER SPPWC STD. PLAN 300-4.
55. CONSTRUCT LOCAL DEPRESSIONS AT CATCH BASINS CASE E PER SPPWC STD. PLAN 313-4.
63. CONSTRUCT 6" A.C. CURB ONLY TYPE C(6") PER CITY OF CARSON STD. DWG. NO. 108.
64. CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT PER CALTRANS STD. PLAN P1 OVER 3" CLASS 2 BASE.
74. INSTALL 6' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
75. INSTALL POWER POLE / GUY WIRE (BY OTHERS).
80. CONSTRUCT 12' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING ON KINDER MORGAN PROPERTY.
86. CONSTRUCT 10' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE AND RAZOR WIRE TO MATCH EXISTING ON MARATHON PROPERTY.
91. CONSTRUCT CONCRETE SLOUGH WALL PER CITY OF CARSON STD. DWG. NO. 129.
92. CONSTRUCT 6" C&G AT FENCE PER "SLOUGH WALL + C&G AT FENCE DETAIL" ON SHEET 07.
93. CONSTRUCT 4" ASPHALT CONCRETE ON CLASS 2 AGGREGATE BASE FILL.
94. ADJUST VAULT TO FINISHED SURFACE.

PROFILE SCALE
HORIZ.: 1"= 20'
VERT.: 1"= 4'

LEGEND

- CONSTRUCT A.C. PAVEMENT.
- CONSTRUCT A.C. PAVEMENT OVER CLASS 2 AGGREGATE BASE FILL.
- CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT OVER 3" CLASS 2 BASE.
- CONSTRUCT 4" P.C.C. SIDEWALK.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE · SUITE E · WALNUT · CA · 91789
(909) 594-9702 · FAX (909) 594-2658
WWW.RKAGROUP.COM
02/24/25
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. —
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

*NOTE:
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
PLAN AND PROFILE
STA. 14+00.00 TO STA. 19+00.00

PROJECT NO.	SHEET	PLAN NO.
675	10 of 36	C-7

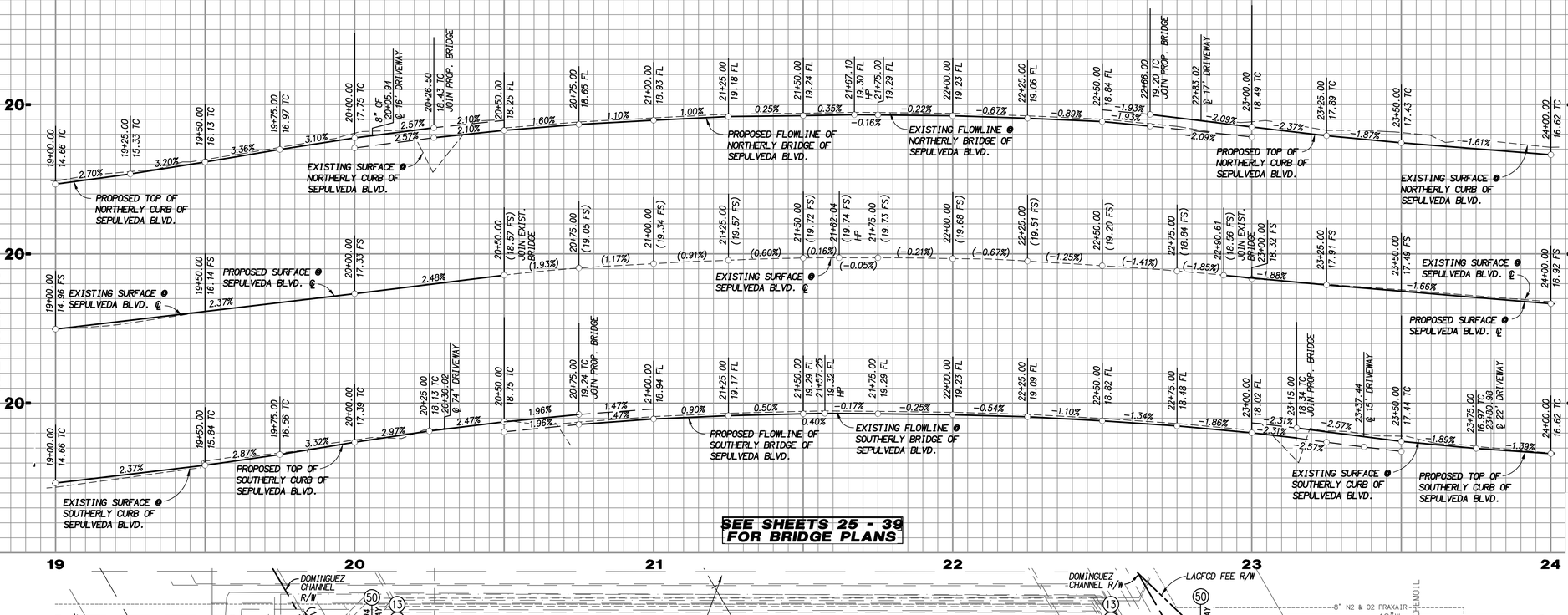
REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD MP\DWG\LSTRA10.DWG
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-8-2
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, SENIOR CIVIL ENG. — 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE. CITY ENGINEER — 3-24-2025 DATE

MATCH LINE - STA 19+00.00 SEE SHEET 10

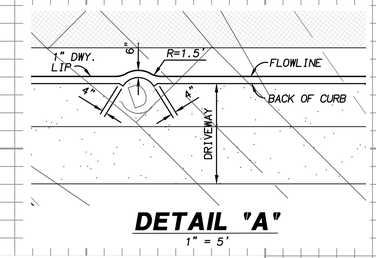
MATCH LINE - STA 24+00.00 SEE SHEET 12



SEE SHEETS 25 - 39 FOR BRIDGE PLANS

SEPULVEDA BLVD.

SEE SHEETS 25 - 39 FOR BRIDGE PLANS



DETAIL "A"

1" = 5'

CONSTRUCTION NOTES

1. PROTECT IN PLACE.
2. REMOVE EXISTING CONCRETE CURB AND CURB & GUTTER.
3. SAWCUT & REMOVE EXISTING CONCRETE DRIVEWAY.
4. SAWCUT & REMOVE EXISTING SIDEWALK.
5. SAWCUT AND REMOVE A.C. PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
10. REMOVE EXISTING STREET LIGHT (BY OTHERS).
11. REMOVE EXISTING TREE.
12. UNCLASSIFIED EXCAVATION/EMBANKMENT.
13. REMOVE EXISTING CHAIN LINK FENCE.
15. REMOVE EXISTING BOLLARD.
16. CONSTRUCT A.C. PAVEMENT REPLACEMENT PER SPPWC STD. PLAN 133-4.
18. SAWCUT AND REMOVE EXISTING P.C.C. CROSS GUTTER.
20. SAWCUT AND REMOVE EXISTING A.C. PAVEMENT.
21. RELOCATE EXISTING POWER POLE / GUY WIRE (BY OTHERS).
25. RELOCATE EXISTING FIRE HYDRANT (BY CALIFORNIA WATER SERVICE).
26. RELOCATE EXISTING YELLOW GAS MARKER (BY OTHERS).
27. RELOCATE EXISTING IRRIGATION CONTROL BOX.
30. ADJUST EXISTING MANHOLE AND SET FRAME TO FINISH SURFACE GRADE.
31. ADJUST EXISTING FIRE HYDRANT TO GRADE (BY OTHERS).
32. ADJUST EXISTING VALVE CAN AND LID TO FINISH SURFACE GRADE.
36. REMOVE EXISTING GUARDRAIL.
40. CONSTRUCT 8" P.C.C. CURB & GUTTER TYPE A2 (W = 2') PER CITY OF CARSON STD. DWG. NO. 108. ON 6" CLASS 2 BASE.
45. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 117.
46. CONSTRUCT 3'X 6' TREE WELL AND PARKWAY TREE PER CITY OF CARSON STD. DWG. NO.s 132 & 134.
50. CONSTRUCT COMMERICAL DRIVEWAY CASE 1 PER CITY OF CARSON STD. DWG. NO. 111.
64. CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT PER CALTRANS STD. PLAN P1 OVER 3" CLASS 2 BASE.
70. INSTALL BOLLARD PER DETAIL ON SHEET 3.
74. INSTALL 6' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
76. INSTALL STREET LIGHT PER ELECTRICAL STREET LIGHT PLAN ON SHEET 22.
87. INSTALL MIDWEST GUARDRAIL SYSTEM PER CALTRANS STD. PLAN NO. A77L1.
89. INSTALL 6' HIGH CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
95. REPLACE VAULT (BY OTHERS).
96. INSTALL END ANCHOR ASSEMBLY PER CALTRANS STD. PLAN A77S1, TYPE SFT-M.

PROFILE SCALE
HORIZ.: 1"= 20'
VERT.: 1"= 4'

RKA NORTH SCALE: 1" = 20'

LEGEND
- CONSTRUCT A.C. PAVEMENT.
- CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT OVER 3" CLASS 2 BASE.
- CONSTRUCT 4" P.C.C. SIDEWALK.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE-SUITE E-WALNUT-CA-91789
(909) 594-7702 FAX (909) 594-2658
WWW.RKAGROUP.COM
02/24/25
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

*NOTE:
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

REVISIONS

NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
PLAN AND PROFILE
STA. 19+00.00 TO STA. 24+00.00

PROJECT NO.	SHEET	PLAN NO.
675	11 of 36	C-8

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO.: 34901O
DRAWING NAME: X:\ACAD\34901O – SEPULVEDA BLVD IMPLVMNT\STRT11.DWG
PLAN SEP: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2017-3-9
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, P.E. SENIOR CIVIL ENG. — 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE. CITY ENGINEER — 3-24-2025 DATE

*NOTE:
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

SEPULVEDA BLVD.

MATCH LINE - STA 24+00.00 SEE SHEET 11

PROPOSED TOP OF NORTHERLY CURB OF SEPULVEDA BLVD.
EXISTING SURFACE @ NORTHERLY CURB OF SEPULVEDA BLVD.
PROPOSED SURFACE @ SEPULVEDA BLVD. ℄
EXISTING SURFACE @ SEPULVEDA BLVD. ℄
PROPOSED TOP OF SOUTHERLY CURB OF SEPULVEDA BLVD.
EXISTING SURFACE @ SOUTHERLY CURB OF SEPULVEDA BLVD.

SEPULVEDA BLVD. SEE LOWER RIGHT

TERMINAL ENTRANCE

CITY OF CARSON / CITY OF LOS ANGELES

IDENTICAL POINT

LEGEND
- CONSTRUCT A.C. PAVEMENT.
- CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT OVER 3" CLASS 2 BASE.
- CONSTRUCT 4" P.C.C. SIDEWALK.

PROFILE SCALE
HORIZ.: 1"= 20'
VERT.: 1"= 4'

SEPULVEDA BLVD.

INTERMODAL WAY

MATCH LINE - STA 24+00.00 SEE SHEET 11

SEPULVEDA BLVD. SEE UPPER LEFT

PLAN & PROF. PLAN VIEW ONLY

EXISTING LACRD 33" RCP PROJ. NO. F-1 604843

RKA NORTH SCALE: 1" = 20'

CONSTRUCTION NOTES

1. PROTECT IN PLACE.
2. REMOVE EXISTING CONCRETE CURB AND CURB & GUTTER.
3. SAWCUT & REMOVE EXISTING CONCRETE DRIVEWAY.
4. SAWCUT & REMOVE EXISTING SIDEWALK.
5. SAWCUT AND REMOVE EXISTING A.C. PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
10. REMOVE EXISTING STREET LIGHT (BY OTHERS).
11. REMOVE EXISTING TREE.
12. UNCLASSIFIED EXCAVATION/EMBANKMENT.
16. CONSTRUCT A.C. PAVEMENT REPLACEMENT PER SPPWC STD. PLAN 133-4.
19. REMOVE EXISTING CATCH BASIN AND GRATE AND CONFLICTING PORTIONS OF PIPE.
20. SAWCUT AND REMOVE EXISTING A.C. PAVEMENT.
22. RELOCATE EXISTING UTILITY PIPES (BY OTHERS).
25. RELOCATE EXISTING FIRE HYDRANT (BY CALIFORNIA WATER SERVICE).
27. RELOCATE EXISTING IRRIGATION CONTROL BOX.
28. RELOCATE EXISTING WATER METER (BY CALIFORNIA WATER SERVICE).
29. RELOCATE EXISTING ELECTRICAL PULL BOX (BY OTHERS).
30. ADJUST EXISTING MANHOLE AND SET FRAME TO FINISH SURFACE GRADE.
32. ADJUST EXISTING VALVE CAN AND LID TO FINISH SURFACE GRADE.
33. ADJUST EXISTING ELECTRIC PULL BOX TO FINISH SURFACE GRADE.
34. ADJUST EXISTING TRAFFIC SIGNAL PULL BOX TO FINISH SURFACE GRADE.
35. ADJUST EXISTING WATER METER BOX TO FINISH SURFACE GRADE.
40. CONSTRUCT 8" P.C.C. CURB & GUTTER TYPE A2 (W = 2') PER CITY OF CARSON STD. DWG. NO. 1080N 6" CLASS 2 BASE.
41. CONSTRUCT 6" P.C.C. CURB ONLY TYPE A1 PER CITY OF CARSON STD. DWG. NO. 108.
45. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 117.
46. CONSTRUCT 3'X 6' TREE WELL AND PARKWAY TREE PER CITY OF CARSON STD. DWG. NO.s 132 & 134.
48. CONSTRUCT COMMERICAL DRIVEWAY CASE 2 PER CITY OF CARSON STD. DWG. NO. 112.
54. CONSTRUCT CATCH BASIN (W_G=13.3') PER SPPWC STD. PLAN 303-4.
55. CONSTRUCT LOCAL DEPRESSIONS AT CATCH BASINS CASE C PER SPPWC STD. PLAN 313-4.
56. COLD MILL EXISTING A.C. PAVEMENT 2".
57. CONSTRUCT. 2" ASPHALT CONCRETE PAVEMENT.
58. CONSTRUCT CATCH BASIN (W=7', W_G=6.4') PER SPPWC STD. PLAN 301-4.
60. CONSTRUCT 6" P.C.C. CURB AND GUTTER TYPE B2 PER CITY OF CARSON STD. DWG. NO. 108.
61. CONSTRUCT CURB RAMP (CASE B, TYPE 2) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
62. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD. PLAN 313-4, CASE G.
64. CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT PER CALTRANS STD. PLAN P1 OVER 3" CLASS 2 BASE.
66. CONSTRUCT CURB RAMP (CASE A, TYPE 2) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
67. CONSTRUCT CURB RAMP (CASE A, TYPE 3) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
84. INSTALL CURB DRAIN PER SPPWC 150-4, CASE II INLET. INTERCEPT N'LY CONNECTOR PIPE.
85. INSTALL 4" PVC PIPE.
88. REMOVE AND BACKFILL SIGN POST FOUNDATIONS.
90. CONSTRUCT 8" P.C.C. CURB ONLY TYPE A1 PER CITY OF CARSON STD. DWG. NO. 108.
98. REMOVE AND REPLACE EXISTING TRAFFIC SIGNAL PULL BOX.
99. ADJUST EXISTING ELECTRIC PULL BOX TO FINISH SURFACE GRADE (BY SCE).
100. ADJUST EXISTING WATER METER BOX TO FINISH SURFACE GRADE (BY CWS).
101. RELOCATE EXISTING TRAFFIC SIGNAL PULL BOX.
105. TRIM TREE ROOTS PER CITY ARBORISTS DIRECTION.
106. CONSTRUCT 3' X 6' TREE WELL.
108. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 118.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE-SUITE E-WALNUT-CA-91789
(909) 594-9702- FAX (909) 594-2658
WWW.RKAGROUP.COM
KURT R. PEDERSEN — RCE 69745 — 02/24/25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
PLAN AND PROFILE
STA. 24+00.00 TO STA. 26+00.00

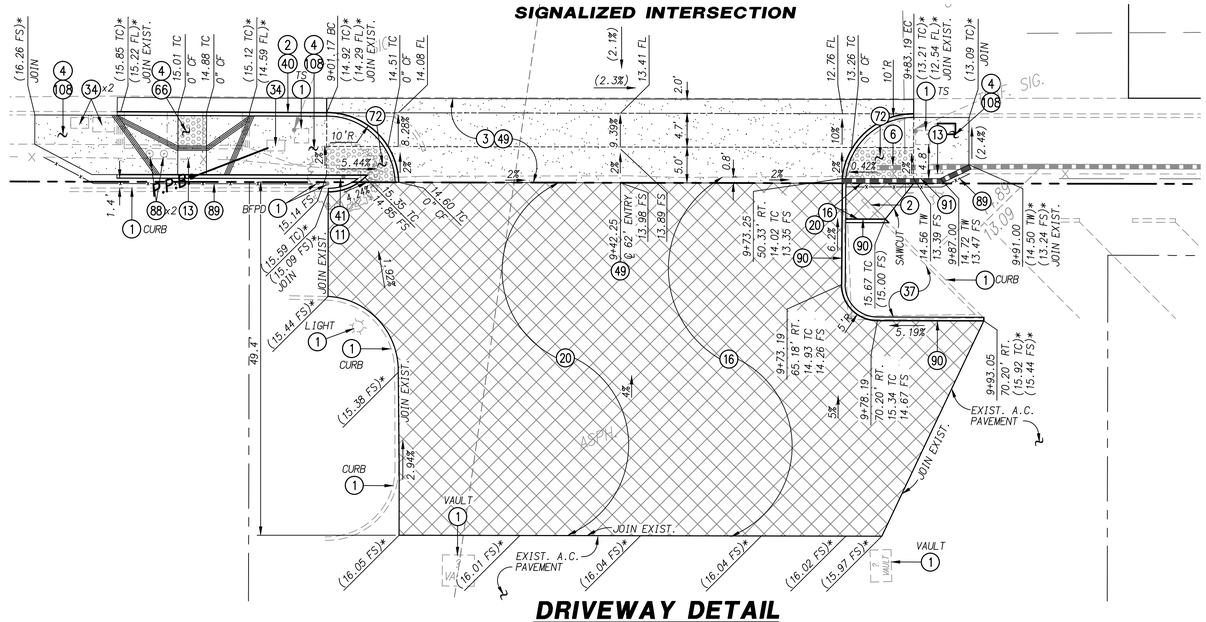
PROJECT NO.	SHEET	PLAN NO.
675	12 of 36	C-9

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 34901
DRAWING NAME: X:\ACAD\34901D – SEPULVEDA BLVD IMP\DWG\LSTRAT2.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MAJOR REVISION DATE: X
DRAWING LAST UPDATED: 2016-9-20
MLTAM PLOT DATE: X

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, PE. SENIOR CIVIL ENG. — 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE. CITY ENGINEER — 3-24-2025 DATE

SIGNALIZED INTERSECTION



DRIVEWAY DETAIL

1" = 10'

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.
(2) REMOVE EXISTING CONCRETE CURB AND CURB & GUTTER.
(3) SAWCUT & REMOVE EXISTING CONCRETE DRIVEWAY.
(4) SAWCUT & REMOVE EXISTING SIDEWALK.
(6) SAWCUT AND REMOVE EXISTING RETAINING WALL.
(11) REMOVE EXISTING TREE / LANDSCAPING / RELOCATE LANDSCAPE FEATURES & IRRIGATION PER DIRECTION OF CITY ENGINEER.
(13) REMOVE EXISTING CHAIN LINK FENCE.
(16) CONSTRUCT A.C. PAVEMENT REPLACEMENT PER SPPWC STD. PLAN 133-4.
(20) SAWCUT AND REMOVE EXISTING A.C. PAVEMENT.
(34) ADJUST EXISTING TRAFFIC SIGNAL PULL BOX TO FINISH SURFACE GRADE.
(37) REGRADE AND RESTORE CRUSHED STONE.
(40) CONSTRUCT 8" P.C.C. CURB & GUTTER TYPE A2 (W = 2') PER CITY OF CARSON STD. DWG. NO. 108 ON 6" CLASS 2 BASE.
(41) CONSTRUCT 6" P.C.C. CURB ONLY TYPE A1 PER CITY OF CARSON STD. DWG. NO. 108.
(49) CONSTRUCT ALLEY INTERSECTION PER CITY OF CARSON STD. DWG. NO. 114, MODIFIED ON 6" CLASS 2 BASE. INCREASE P.C.C. THICKNESS TO 8".
(66) CONSTRUCT CURB RAMP (CASE A, TYPE 2) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
(72) INSTALL POWERBOND DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
(88) REMOVE AND BACKFILL SIGN POST FOUNDATIONS.
(89) INSTALL 6' HIGH CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
(90) CONSTRUCT 8" P.C.C. CURB ONLY TYPE A1 PER CITY OF CARSON STD. DWG. NO. 108.
(91) CONSTRUCT CONCRETE SLOUGH WALL PER CITY OF CARSON STD. DWG. NO. 129.
(108) CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 118.

LEGEND

CONSTRUCT A.C. PAVEMENT.
CONSTRUCT 4" P.C.C. SIDEWALK.

*NOTE: HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
10' 5' 0' 10' 20'
GRAPHIC SCALE: 1"=10'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE - SUITE E - WALNUT - CA - 91789
(909) 594-9702 - FAX (909) 594-2658
WWW.RKAGROUP.COM
02/24/25
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
KINDER MORGAN DRIVEWAY

PROJECT NO.	SHEET	PLAN NO.
675	13 of 36	C-10

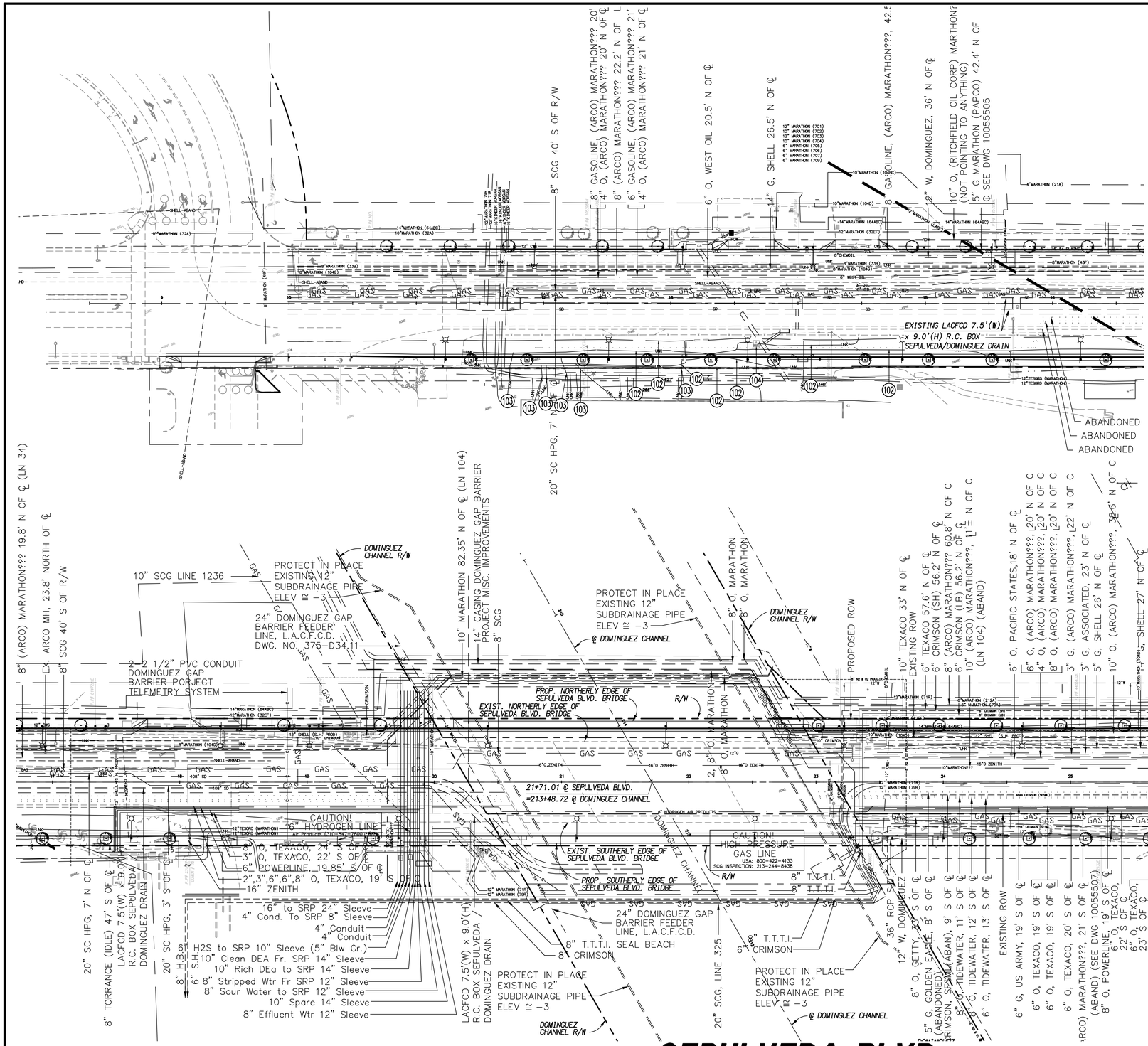
REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMPLOVW\LSTRA13.DWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-8-31
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: Ken Young 3/20/25
KENNETH YOUNG, SENIOR CIVIL ENG. DATE

APPROVED BY: 3-24-2025
GILBERT MARQUEZ, PE. CITY ENGINEER DATE

CONSTRUCTION NOTES

(102) REMOVE AND DISPOSE ABANDONED PETROLEUM LINE.
(103) CUT AND CAP ABANDONED PETROLEUM LINE.
(104) REMOVE AND DISPOSE ABANDONED PETROLEUM VAULT.



RKA NORTH SCALE: 1" = 40'

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER KURT R. PEDERSEN NO. 69745 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE-SUITE E-WALNUT-CA-91789
(909) 594-7702-FAX (909) 594-2658
WWW.RKAGROUP.COM
KURT R. PEDERSEN RCE 69745 02/24/25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

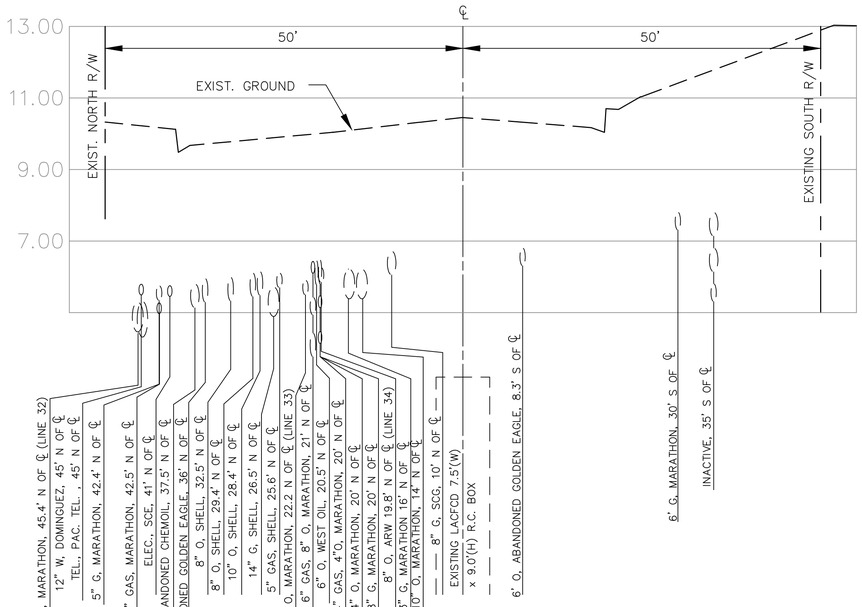
SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
EXISTING UTILITY PLAN

PROJECT NO.	SHEET	PLAN NO.
675	14 of 36	C-11

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 – SEPULVEDA BLVD IMP\DWG\LSTR414.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
DRAWING LAST UPDATED: 2017-3-9
LATEST xrefs OR REVISION DATE: X

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, SENIOR CIVIL ENG. — 3/20/25 DATE

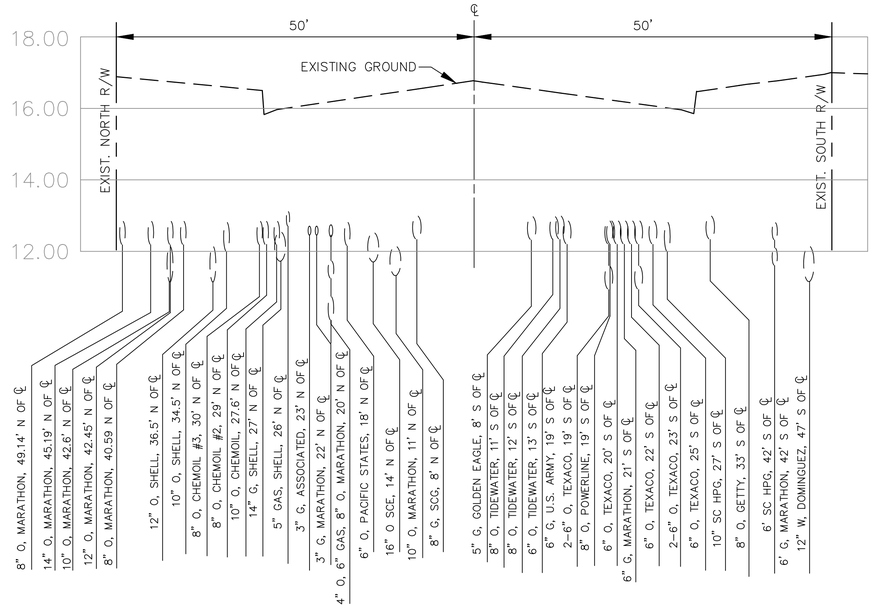
APPROVED BY: GILBERT MARQUEZ, PE. CITY ENGINEER — 3-24-2025 DATE



SEPULVEDA BOULEVARD
EXISTING UTILITY CROSS-SECTION

STA. 14+00.00

SCALE: HORIZ. 1" = 10'
VERT. 1" = 2'



SEPULVEDA BOULEVARD
EXISTING UTILITY CROSS-SECTION

STA. 24+00.00

SCALE: HORIZ. 1" = 10'
VERT. 1" = 2'

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO.: 34910
DRAWING NAME: K:\ACAD\34910 - SEPULVEDA BLVD IMP\DWG\LSTR45.DWG
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE X
DRAWING LAST UPDATED: 2016-2-29
MYLAR PLOT DATE: X

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
10' 5' 0' 10' 20'
GRAPHIC SCALE: 1"=10'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE, SUITE E-WALNUT, CA-91789
(909) 594-9702- FAX (909) 594-2658
WWW.RKAGROUP.COM
02/24/25
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –

FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111–93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

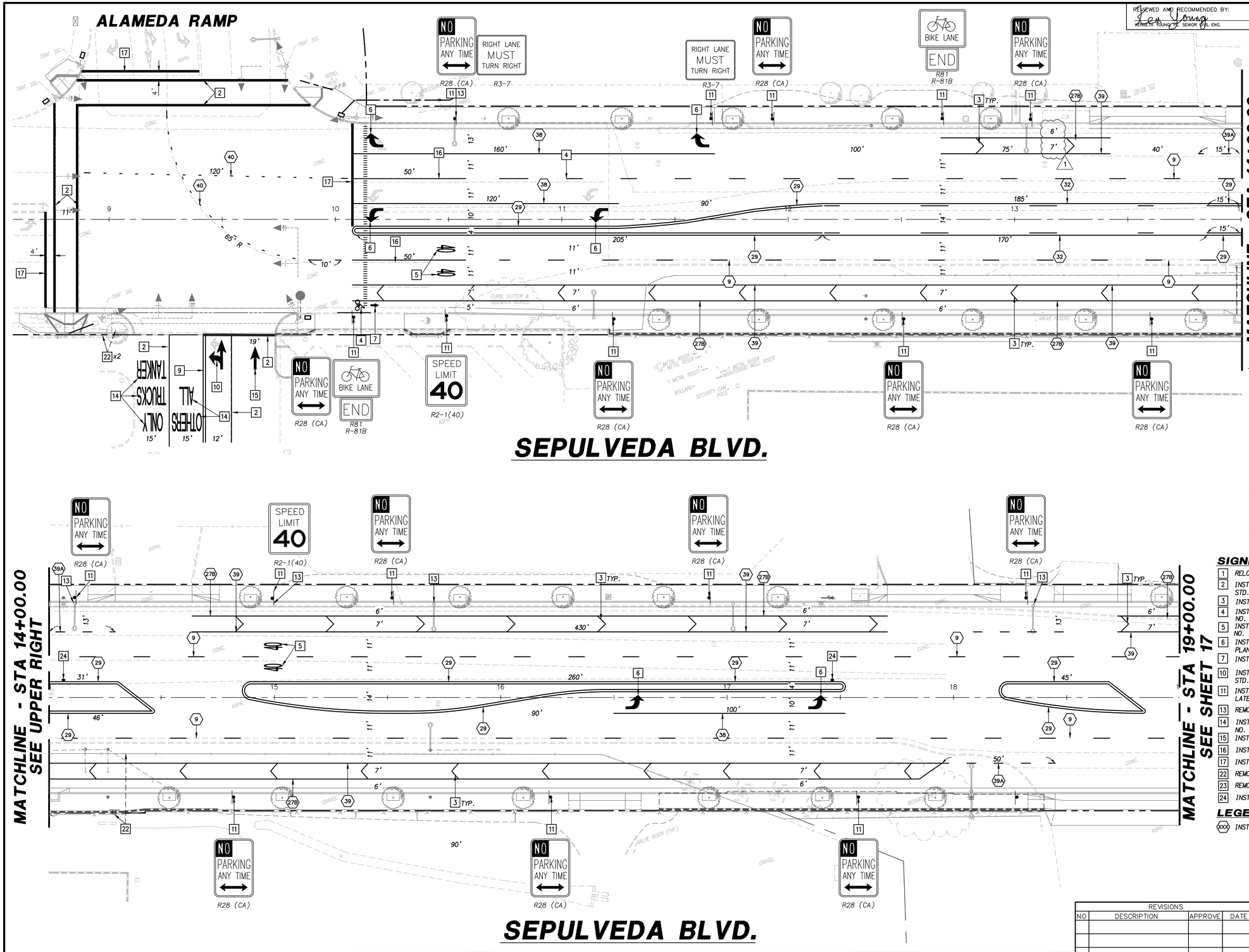
CITY OF CARSON
ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
EXISTING UTILITY CROSS-SECTION PLAN

PROJECT NO.	SHEET	PLAN NO.
675	15 of 36	C-12

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, P.E. SENIOR CIVIL ENG. — 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE. CITY ENGINEER — 3-24-2025 DATE



GENERAL STRIPING NOTES

1. SIGNING AND STRIPING SHALL BE ACCORDING TO THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CMUTCD), LATEST EDITION.
2. ALL CONFLICTING SIGNING AND STRIPING SHALL BE REMOVED. LINES AND PAVEMENT MARKINGS SHALL BE REMOVED BY WET SANDBLASTING. PAVEMENT DAMAGED DUE TO REMOVING RAISED PAVEMENT MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER. ALL RAISED PAVEMENT MARKERS SHALL BE CERAMIC TYPE.
3. ALL ARROWS AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE INDICATED.
4. LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTER LINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR FACE OF CURB AS APPROPIATE.
5. STRIPING SHALL BE CAT-TRACKED AND APPROVED BY THE CITY ENGINEER PRIOR TO FINAL INSTALLATION.
6. PROPOSED LANE LINES SHALL MATCH EXISTING LANE LINES UNLESS OTHERWISE INDICATED.
7. FOR AREAS RECEIVING OVERLAYS, ALL EXISTING THERMOPLASTIC STRIPING SHALL BE SANDBLASTED AND REMOVED.
8. INSTALL BLUE RETROREFLECTIVE RAISED PAVEMENT MARKERS AT 6" FROM THE STRIPED MEDIAN FOR ALL FIRE HYDRANT LOCATIONS WITHIN THE PROJECT.

SIGNING & STRIPING CONSTRUCTION NOTES

1	RELOCATE EXISTING STREET SIGN.
2	INSTALL 12" WIDE THERMOPLASTIC WHITE PAVEMENT MARKING CROSSWALK LINE PER CALTRANS STD. PLAN NO. RSP A24E.
3	INSTALL 4" THERMOPLASTIC CHEVRON AT 40' SPACING.
4	INSTALL THERMOPLASTIC BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD. PLAN NO. A24C.
5	INSTALL THERMOPLASTIC PAVEMENT MARKINGS (NUMERALS) PER CALTRANS STD. PLAN NO. RSP A24C.
6	INSTALL THERMOPLASTIC TYPE IV (LT OR RT) TURN ARROW MARKING PER CALTRANS STD. PLAN NO. RSP A24A.
7	INSTALL THERMOPLASTIC BIKE LANE ARROW PER CALTRANS STD. PLAN NO. A24A.
10	INSTALL THERMOPLASTIC TYPE VII (LT OR RT) TURN ARROW MARKING PER CALTRANS STD. PLAN NO. A24A.
11	INSTALL SIGN PER CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
13	REMOVE EXISTING STREET SIGN & SALAVAGE TO THE CITY OF CARSON.
14	INSTALL THERMOPLASTIC PAVEMENT MARKINGS (WORDS) PER CALTRANS STD. PLAN NO. RSP A24E & PER DETAIL ON SHEET 4.
15	INSTALL THERMOPLASTIC TYPE I (10') ARROW PER CALTRANS STD. PLAN, NO. RSP A24A.
16	INSTALL 6" WIDE THERMOPLASTIC WHITE SOLID LANELINE.
17	INSTALL 12" WIDE THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STD. PLAN NO. RSP A24E
22	REMOVE AND RELOCATE EXISTING KINDER MORGAN SIGN ON NEW FENCE.
23	REMOVE AND REPLACE "FIRE DEPT. CONNECTION" SIGN ON NEW FENCE, MATCH IN-KIND.
24	INSTALL BLUE RAISED PAVEMENT MARKER PER MUTCD FIGURE 3B-102 (CA).

LEGEND

(XXX) INSTALL THERMOPLASTIC LANE LINE PER CALTRANS STANDARD PLANS.

RKA NORTH SCALE: 1" = 20'

UNDERGROUND SERVICE ALERT — CALL: TOLL FREE 811 — TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET — 20' 10' 0' 20' 40' — GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE-SUITE E-WALNUT-CA-91789
(909) 594-7702- FAX (909) 594-2658
WWW.RKAGROUP.COM
KURT R. PEDERSEN — RCE 69745 — 02/24/25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. —
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

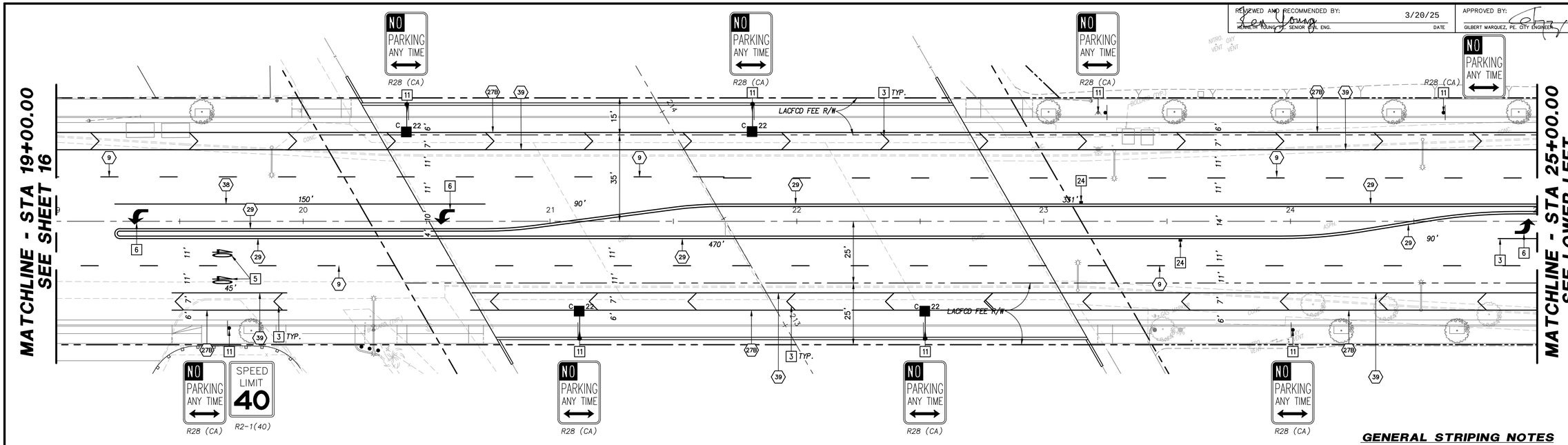
SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
SIGNING AND STRIPING PLAN
STA. 9+00.00 TO STA. 19+00.00

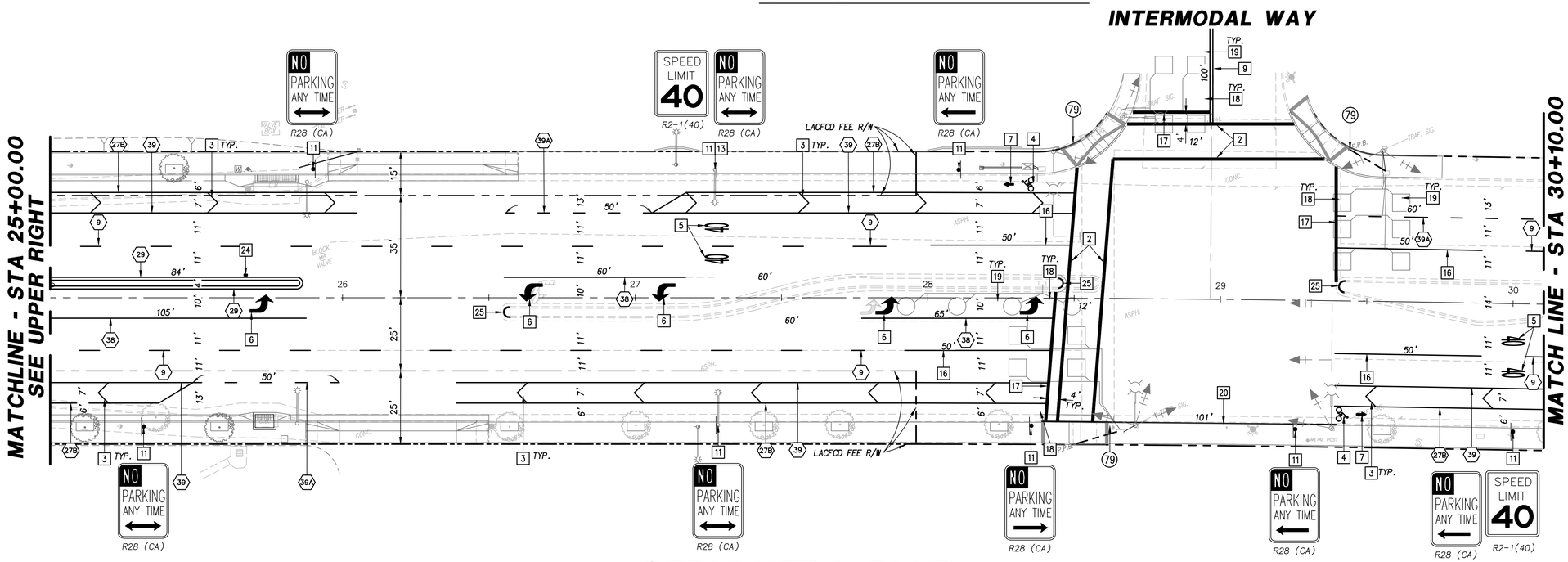
PROJECT NO.	SHEET	PLAN NO.
675	16 of 36	S-1

DRAWING LAST UPDATED: 2016-9-21 PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING LATEST MYLAR REVISION DATE: X
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMP\DWG\STRA16.DWG
JOB NO.: 349010
DESIGNED BY: TAM DRAWN BY: TAM REVIEWED BY: KRP

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, SENIOR PE. ENG. — 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE. CITY ENGINEER — 3-24-2025 DATE





RKA NORTH
SCALE: 1" = 20'

GENERAL STRIPING NOTES

1. SIGNING AND STRIPING SHALL BE ACCORDING TO THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CMUTCD), LATEST EDITION.
2. ALL CONFLICTING SIGNING AND STRIPING SHALL BE REMOVED. LINES AND PAVEMENT MARKINGS SHALL BE REMOVED BY WET SANDBLASTING. PAVEMENT DAMAGED DUE TO REMOVING RAISED PAVEMENT MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER. ALL RAISED PAVEMENT MARKERS SHALL BE CERAMIC TYPE.
3. ALL ARROWS AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE INDICATED.
4. LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTER LINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR FACE OF CURB AS APPROPIATE.
5. STRIPING SHALL BE CAT-TRACKED AND APPROVED BY THE CITY ENGINEER PRIOR TO FINAL INSTALLATION.
6. PROPOSED LANE LINES SHALL MATCH EXISTING LANE LINES UNLESS OTHERWISE INDICATED.
7. FOR AREAS RECEIVING OVERLAYS, ALL EXISTING THERMOPLASTIC STRIPING SHALL BE SANDBLASTED AND REMOVED.
8. INSTALL BLUE RETROREFLECTIVE RAISED PAVEMENT MARKERS AT 6" FROM THE STRIPED MEDIAN FOR ALL FIRE HYDRANT LOCATIONS WITHIN THE PROJECT.

CONSTRUCTION NOTES

(79) INSTALL NEW PEDESTRIAN PUSH BUTTON POST AND 2" CONDUIT. REPAIR HOLE ON EXISTING 15TS POLE.

SIGNING & STRIPING CONSTRUCTION NOTES

2	INSTALL 12" WIDE THERMOPLASTIC WHITE PAVEMENT MARKING CROSSWALK LINE PER CALTRANS STD. PLAN NO. RSP A24E.
3	INSTALL 4" THERMOPLASTIC CHEVRON AT 40' SPACING.
4	INSTALL THERMOPLASTIC BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD. PLAN NO. A24C.
5	INSTALL THERMOPLASTIC PAVEMENT MARKINGS (NUMERALS) PER CALTRANS STD. PLAN NO. RSP A24C.
6	INSTALL THERMOPLASTIC TYPE IV (LT OR RT) TURN ARROW MARKING PER CALTRANS STD. PLAN NO. RSP A24A.
7	INSTALL THERMOPLASTIC BIKE LANE ARROW PER CALTRANS STD. PLAN NO. A24A.
9	INSTALL 4" DOUBLE YELLOW SOLID THERMOPLASTIC LINE PER CALTRANS STD. PLAN NO. A20A, DETAIL 22.
11	INSTALL SIGN PER CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
13	REMOVE EXISTING STREET SIGN & SALAVAGE TO THE CITY OF CARSON.
16	INSTALL 6" WIDE THERMOPLASTIC WHITE SOLID LANELINE.
17	INSTALL 12" WIDE THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STD. PLAN NO. RSP A24E.
18	REPLACE EXISTING TRAFFIC SIGNAL LOOP IN-KIND WITH TYPE D LOOP DETECTORS PER CALTRANS STD. PLAN NO. RSP ES-5B.
19	REPLACE EXISTING TRAFFIC SIGNAL LOOP IN-KIND WITH TYPE E LOOP DETECTORS PER CALTRANS STD. PLAN NO. RSP ES-5B.
20	PAINT CURB RED.
24	INSTALL BLUE RAISED PAVEMENT MARKER PER MUTCD FIGURE 3B-102 (CA).
25	PAINT CURB YELLOW, TWO COATS.

LEGEND

(XXX) INSTALL THERMOPLASTIC LANE LINE PER CALTRANS STANDARD PLANS.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE-SUITE E-WALNUT-CA-91789
(909) 594-7702- FAX (909) 5942658
WWW.RKAGROUP.COM
02/24/25
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

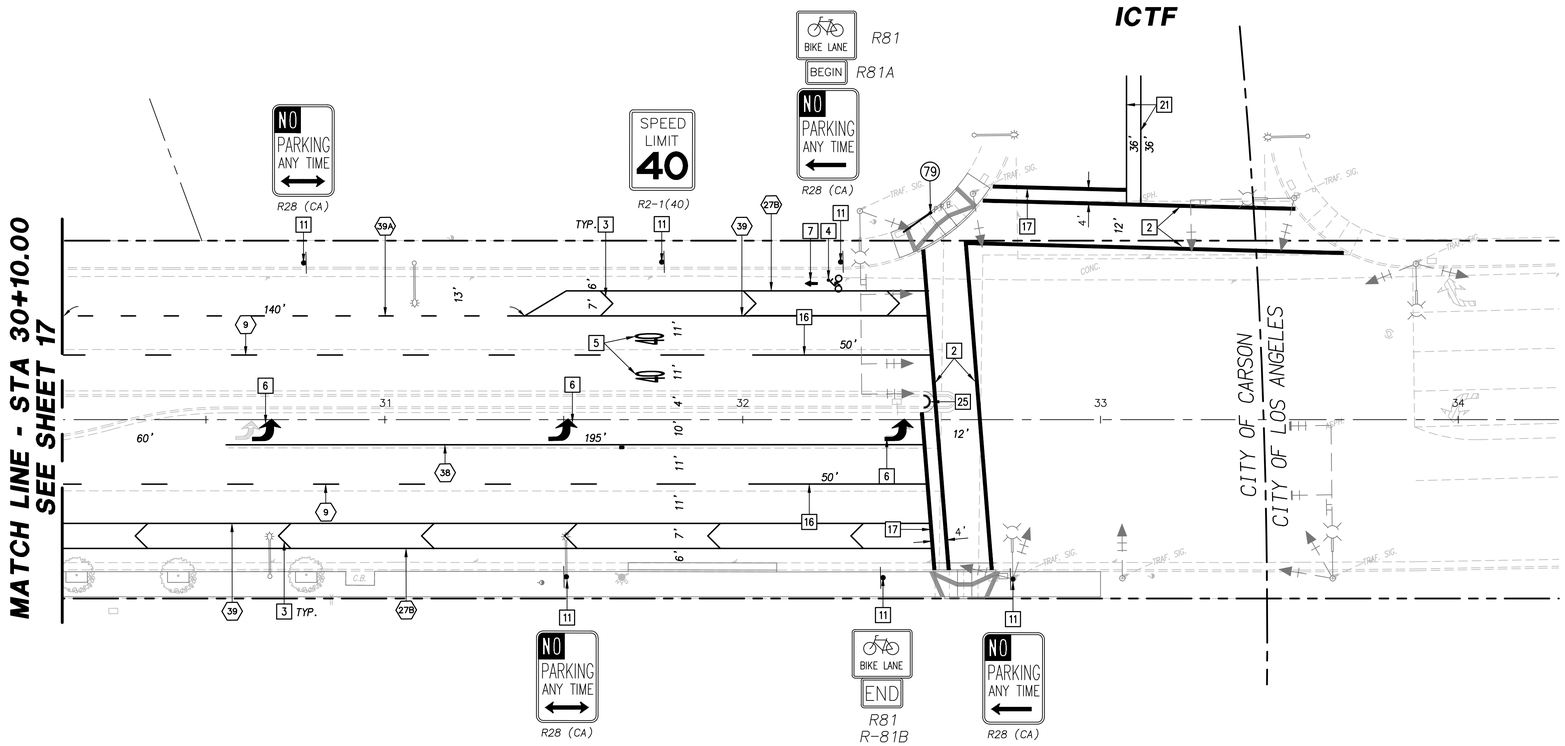
SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
SIGNING AND STRIPING PLAN
STA. 19+00.00 TO STA. 30+10.00

PROJECT NO.	SHEET	PLAN NO.
675	17 of 36	S-2

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMPV\PW\LSTRAT.DWG
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-9-21
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, SR. SENIOR CIVIL ENG. — 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE. CITY ENGINEER — 3-24-2025 DATE



SEPULVEDA BLVD.

LEGEND

(XXX) INSTALL THERMOPLASTIC LANE LINE PER CALTRANS STANDARD PLANS.

GENERAL STRIPING NOTES

1. SIGNING AND STRIPING SHALL BE ACCORDING TO THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CMUTCD), LATEST EDITION.
2. ALL CONFLICTING SIGNING AND STRIPING SHALL BE REMOVED. LINES AND PAVEMENT MARKINGS SHALL BE REMOVED BY WET SANDBLASTING. PAVEMENT DAMAGED DUE TO REMOVING RAISED PAVEMENT MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER. ALL RAISED PAVEMENT MARKERS SHALL BE CERAMIC TYPE.
3. ALL ARROWS AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE INDICATED.
4. LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTER LINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR FACE OF CURB AS APPROPIATE.
5. STRIPING SHALL BE CAT-TRACKED AND APPROVED BY THE CITY ENGINEER PRIOR TO FINAL INSTALLATION.
6. PROPOSED LANE LINES SHALL MATCH EXISTING LANE LINES UNLESS OTHERWISE INDICATED.
7. FOR AREAS RECEIVING OVERLAYS, ALL EXISTING THERMOPLASTIC STRIPING SHALL BE SANDBLASTED AND REMOVED.
8. INSTALL BLUE RETROREFLECTIVE RAISED PAVEMENT MARKERS AT 6" FROM THE STRIPED MEDIAN FOR ALL FIRE HYDRANT LOCATIONS WITHIN THE PROJECT.

CONSTRUCTION NOTES

[2] INSTALL 12" WIDE THERMOPLASTIC WHITE LIMIT / CROSSWALK LINE PER CALTRANS STD. PLAN NO. A24E.
[3] INSTALL 4" THERMOPLASTIC CHEVRON AT 40' SPACING.
[4] INSTALL THERMOPLASTIC BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD. PLAN NO. A24C.
[5] INSTALL THERMOPLASTIC PAVEMENT MARKINGS (NUMERALS) PER CALTRANS STD. PLAN NO. A24C.
[6] INSTALL THERMOPLASTIC TYPE IV (LT OR RT) TURN ARROW MARKING PER CALTRANS STD. PLAN NO. A24A.
[7] INSTALL THERMOPLASTIC BIKE LANE ARROW PER CALTRANS STD. PLAN NO. A24A.
[11] INSTALL SIGN PER CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
[16] INSTALL 6" WIDE THERMOPLASTIC WHITE SOLID LANELINE.
[21] INSTALL 6" WIDE THERMOPLASTIC YELLOW SOLID LANELINE.
[25] PAINT CURB YELLOW, TWO COATS.

(79) INSTALL NEW PEDESTRIAN PUSH BUTTON POST AND 2" CONDUIT. REPAIR HOLE ON EXISTING 15TS POLE.

RKA NORTH SCALE: 1" = 20'

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE · SUITE E · WALNUT · CA · 91789
(909) 594-9702 · FAX (909) 594-2658
WWW.RKAGROUP.COM
02/24/25
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

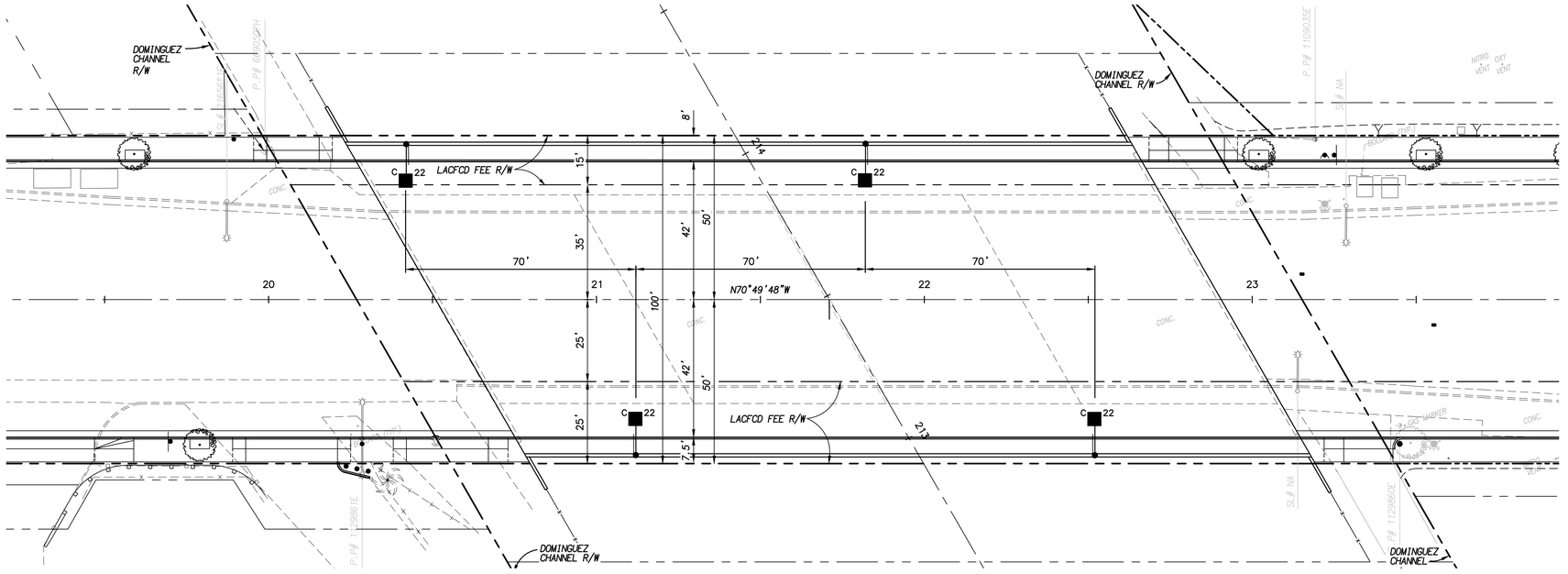
SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
SIGNING AND STRIPING PLAN
STA. 30+10.00 TO STA. 34+00.00

PROJECT NO.	SHEET	PLAN NO.
675	18 of 36	S-3

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMP\DWG\STRIP18.DWG
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MAJOR REVISION DATE: X
DRAWING LAST UPDATED: 2016-9-21
ALTAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, P.E. SENIOR CIVIL ENG. — 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE. CITY ENGINEER — 3-24-2025 DATE



SEPULVEDA BLVD.

CITY OWNED STREET LIGHTS

LEGEND

C ■ 22 — PROPOSED LED EQUIVALENT FOR 22,000 LUMEN (200 WATT) H.P.S.V. STREETLIGHTS ON CONCRETE POLES TO BE INSTALLED, OWNED AND MAINTAINED BY THE CITY OF CARSON (LS-2 STREETLIGHTS).

RKA NORTH SCALE: 1" = 20'

UNDERGROUND SERVICE ALERT — CALL: TOLL FREE 811 — TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET — 20' 10' 0' 20' 40' — GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
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KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
ELECTRICAL STREET LIGHT PLAN
STA. 20+00.00 TO STA. 23+50.00

PROJECT NO.	SHEET	PLAN NO.
675	19 of 36	SL-1

DRAWING LAST UPDATED: 2016-2-4 ALTAR FLOT DATE: X
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING LATEST MILAR REVISION DATE: X
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 – SEPULVEDA BLVD IMP\DWG\LSTRA19.DWG
DESIGNED BY: TAM DRAWN BY: TAM REVIEWED BY: KRP

GENERAL NOTES

1. ALL EQUIPMENT SHALL BE MANUFACTURED AND INSTALLED IN ACCORDANCE WITH THE CALTRANS STANDARD PLANS AND SPECIFICATIONS DATED 2018 UNLESS OTHERWISE SPECIFIED
2. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL EQUIPMENT SHOWN TO BE INSTALLED.
3. ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE PROPOSED SIGNAL PHASE DIAGRAM.
4. (XXXX) INDICATES A DETECTOR ASSIGNMENT IN THE CONTROLLER CABINET.
5. PEDESTRIAN HEADS SHALL BE MODULAR TYPE III WITH INTERNATIONAL SYMBOLS. ALL PEDESTRIAN HEADS SHALL HAVE DIALIGHT COUNTDOWN TYPE LED (LIGHT EMITTED DIODE) PEDESTRIAN SIGNAL PHASE MODULE AND COMPLY WITH SECTION 86.4.07 OF CALTRANS STANDARD PLANS AND SPECIFICATIONS.
6. ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
7. POLE LOCATIONS SHOWN HEREON ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE ENGINEER. FINAL POLE LOCATIONS SHALL COMPLY WITH ADA AND CALTRANS PLACEMENT REQUIREMENTS.
8. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 1-800-411-4133 48 HOURS PRIOR TO EXCAVATION. NO EXCAVATION SHALL BEGIN PRIOR TO THE MARKING OF UTILITY LOCATIONS.
9. THE CONTRACTOR IS REQUIRED TO TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF THE UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE OR INTERFERE WITH THEIR SERVICE.
10. THIS PLAN IS ACCURATE FOR TRAFFIC SIGNAL WORK SHOWN HEREON ONLY.
11. NEW SIGNAL HEADS SHALL BE 12" WITH VISOR AND BACK PLATES PER CALTRANS SPECIFICATIONS WITH DIALIGHT LED MODULES.
12. CONTRACTOR SHALL SUPPLY AND INSTALL NEW CONDUCTORS AND CABLES PER THE CONDUCTOR SCHEDULE AND TO PROVIDE THE INTENDED OPERATION. NEW CONDUCTORS AND CABLES SHALL BE PER CALTRANS SPECIFICATIONS.
13. NO SPLICING WILL BE ALLOWED IN ANY PULL BOXES FOR THE SIGNAL CONDUCTORS FROM THE CONTROLLER TO EACH POLE. THE CONDUCTORS SHALL FEED DIRECTLY FROM ONE CONDUIT TO THE NEXT WITH MINIMUM SLACK COILED IN PULL BOX, WHERE PULL BOX IS NEXT TO THE CONTROLLER A MINIMUM OF 3 FEET OF SLACK SHALL BE PROVIDED.
14. CONTRACTOR SHALL PROVIDE AN AS-BUILT PLAN TO THE ENGINEER UPON COMPLETION OF WORK. AS-BUILT PLAN SHALL INCLUDE ALL DESIGN CHANGES, DISCREPANCIES OBSERVED IN THE FIELD, AND CONDUCTOR SCHEDULE.
15. CONDUCTOR SCHEDULE IS FURNISHED AS AN INSTALLATION GUIDELINE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILTY TO PROVIDE THE CORRECT CABLES AND CONDUCTORS REQUIRED FOR THE INTENDED OPERATION.
16. SEE SIGNING AND STRIPING PLANS FOR SIGNS.
17. SPLICING SHALL BE PER METHOD B AS SHOWN ON CALTRANS STANDARD PLAN NO. ES-13A.
18. ALL NEW PULL BOXES SHALL BE NO. 6 WITH FIBERLITE LIDS UNLESS OTHERWISE STATED. CONTRACTOR SHALL REPLACE EXISTING TRAFFIC SIGNAL PULL BOX LIDS WITH FIBERLITE LIDS.
19. CONTRACTOR SHALL REMOVE CONCRETE PANELS DISTURBED BY CONSTRUCTION OF THESE IMPROVEMENTS FROM JOINT TO JOINT AND REPLACE IN KIND.
20. ▨ INDICATES VIDEO DETECTION ZONE

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. EXISTING TYPE 170 CONTROLLER IN MODEL 332 CABINET. INSTALL ITERIS VANTAGE NEXT VIDEO DETECTION SYSTEM COLOR MONITOR AND CABLING PER MANUFACTURE'S RECOMMENDATIONS AND AUXILIARY EQUIPMENT REQUIRED FOR THE DESIRED OPERATION.
2. INSTALL ITERIS VANTAGE VECTOR RADAR CAMERA ON LUMINAIRE MAST ARM.
3. INSTALL ITERIS VANTAGE VECTOR RADAR CAMERA ON MAST ARM.
4. INSTALL ITERIS NEXT CAMERA ON LUMINAIRE MAST ARM.
5. INSTALL ITERIS NEXT CAMERA ON MAST ARM.
6. INSTALL NEW 12" LED THREE INDICATION VEHICLE HEAD.
8. REMOVE EXISTING PEDESTRIAN SIGNAL MODULE AND INSTALL NEW LED PEDESTRIAN COUNT DOWN SIGNAL MODULE IN EXISTING HOUSING.
9. INSTALL NEW PEDESTRIAN PUSH BUTTON POST PER CALTRANS STANDARD PLAN ES-7A.
10. REMOVE ø4 PPB AND REPAIR ANY UNUSED HOLES IN POLE.
11. INSTALL NEW LED PEDESTRIAN COUNT DOWN SIGNAL MODULE AND HOUSING.
12. INSTALL NEW ADA COMPLIANT PPB AND HOUSING.
14. REMOVE AND SALVAGE EXISTING IISNS. INSTALL NEW RSNS.
15. REMOVE AND SALVAGE EXISTING SIGN. INSTALL NEW SIGN.
16. REMOVE AND SALVAGE EXISTING SERVICE PEDESTAL. FURNISH AND INSTALL NEW CALTRANS TYPE III-BF SERVICE PEDESTAL ON NEW FOUNDATION.
AB. ABANDON, IF APPLIED TO CONDUIT, REMOVE CONDUCTORS.
CB. CONNECT CONDUIT TO EXISTING PULL BOX.
RS. EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CITY OF CARSON AND SHALL BE DELIVERED TO THE CITY YARD. COMPLETELY REMOVE EXISTING SIGNAL FOUNDATION WHERE APPLICABLE.

POLE SCHEDULE

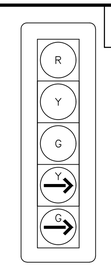
	STANDARD		MAST ARM		LED	SIGNAL MOUNTING			PPB *		R.S.N.S.**	POLE LOCATION				
○	TYPE	HT	SIG	LUM	WATT	M.A.	POLE	PED	QUAD	ø	LEGEND	A	B	C	D	E
① (E)	29-5-113	30'	50'	–	–	MAS	SV-1-T	SP-1-T(N)	E	4	ALAMEDA ST ➡	–	–	25.5'	–	2.0'
② (E)	1-A	10'	–	–	–	–	TV-2-T(N)	SP-1-T	S	2	–	17.5'	–	–	–	2.5'
③ (E)	16-2-100	16'	20'	–	1	MAS	TV-2-T	–	–	–	SEPULVEDA BL	–	–	11	–	2.5'
④ (E)	1-A	10'	–	–	–	–	TV-1-T	–	–	–	–	4.0'	–	–	–	2.5'
⑤ (E)	26-3-113	30'	40'	12'	150	MAS	SV-2-TB(N)	SP-1-T	S	6	⬅ ALAMEDA ST	PER PLAN				3.5'
⑥ (E)	26-3-113	30'	40'	12'	150	MAS-4B MAS	SV-2-TB(N)	SP-2-T	S	6	SEPULVEDA BL	PER PLAN				2.5'
⑦ (N)	PPB POST	3.5'	–	–	–	–	–	–	E&W	4	–	PER PLAN				9.0'
⑧ (N)	PPB POST	5.7'	–	–	–	–	–	–	S	2	–	PER PLAN				

*ALL PUSH BUTTON DEVICES SHALL BE APS AND COMPLY WITH "ADA" STANDARDS.
**REPLACE ALL ISNS WITH NEW RSNS WITH 12" UC AND 9" LC LETTERS.
(N)-NEW POLES OR EQUIPMENT
(E)-EXISTING POLES AND EQUIPMENT

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

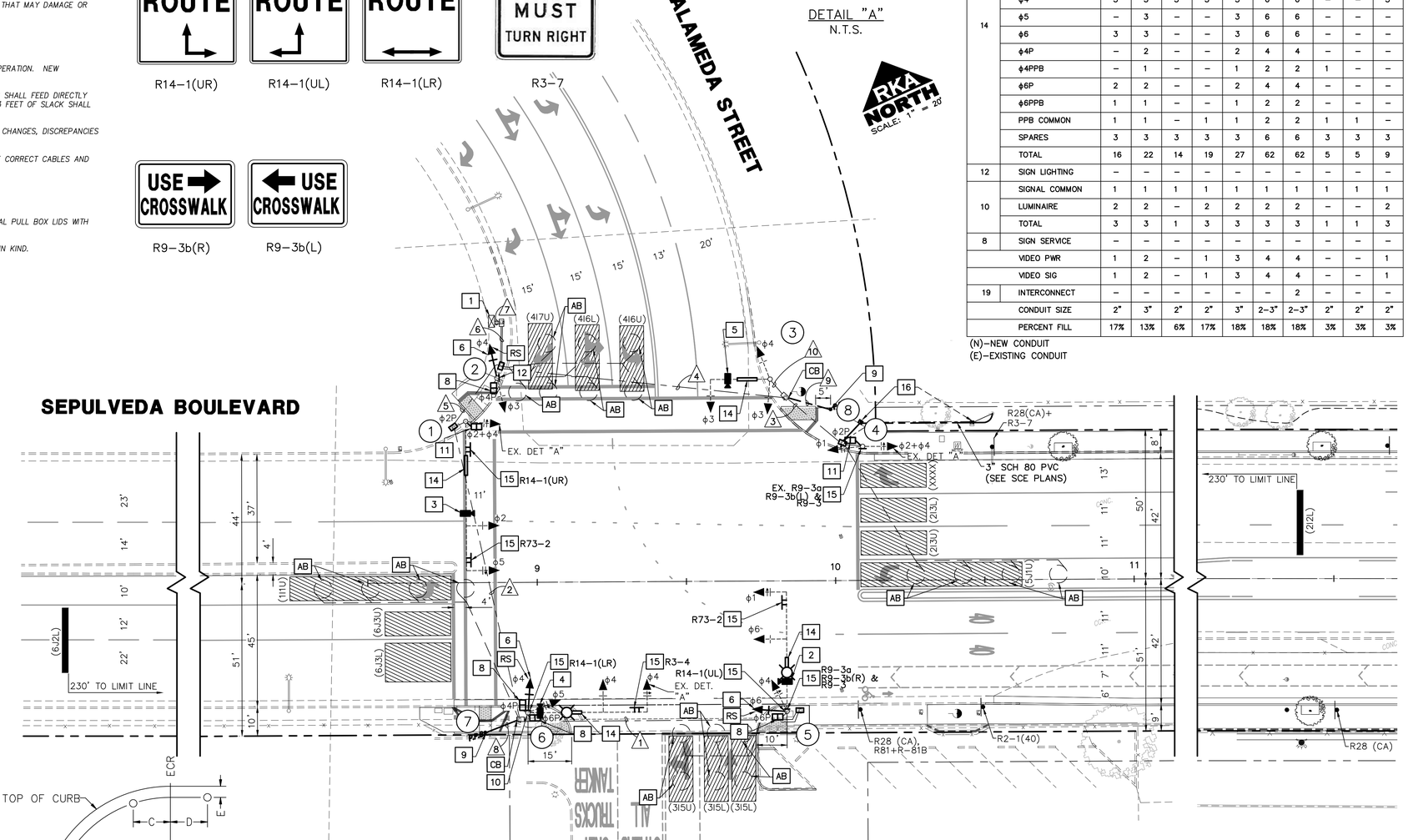
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS.

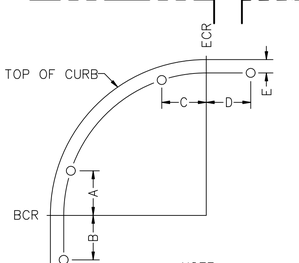
CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE LOCAL GOVERNMENT AGENCIES, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.



DETAIL "A"
N.T.S.

RKA NORTH
SCALE: 1" = 20'

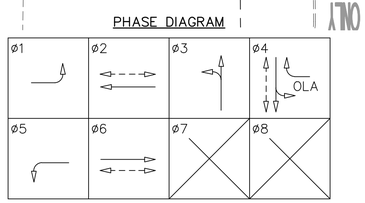




NOTE:
"E" SHALL BE 3'
UNLESS OTHERWISE NOTED.

POLE LOCATION DETAIL
N.T.S.

PHASE DIAGRAM



* OLA = ø2 + ø4

CONDUCTOR SCHEDULE

AWG	PHASE	RUNS									
		1 (E)	2 (E)	3 (E)	4 (E)	5 (E)	6 (E)	7 (E)	8 (N)	9 (N)	10 (E)
14	ϕ1	3	3	3	3	3	6	6	–	–	–
	ϕ2	–	–	3	3	3	6	6	–	–	–
	ϕ2P	–	–	2	2	2	4	4	–	–	–
	ϕ2PPB	–	–	–	1	–	2	2	–	1	–
	ϕ3	–	–	–	3	–	6	6	–	–	3
	ϕ4	3	3	3	3	3	6	6	–	–	3
	ϕ5	–	3	–	–	3	6	6	–	–	–
	ϕ6	3	3	–	–	3	6	6	–	–	–
	ϕ4P	–	2	–	–	2	4	4	–	–	–
	ϕ4PPB	–	1	–	–	1	2	2	1	–	–
	ϕ6P	2	2	–	–	2	4	4	–	–	–
	ϕ6PPB	1	1	–	–	1	2	2	–	–	–
	PPB COMMON	1	1	–	1	1	2	2	1	1	–
	SPARES	3	3	3	3	3	6	6	3	3	3
	TOTAL	16	22	14	19	27	62	62	5	5	9
12	SIGN LIGHTING	–	–	–	–	–	–	–	–	–	–
10	SIGNAL COMMON	1	1	1	1	1	1	1	1	1	1
	LUMINAIRE	2	2	–	2	2	2	2	–	–	2
	TOTAL	3	3	1	3	3	3	3	1	1	3
8	SIGN SERVICE	–	–	–	–	–	–	–	–	–	–
	VIDEO PWR	1	2	–	1	3	4	4	–	–	1
	VIDEO SIG	1	2	–	1	3	4	4	–	–	1
19	INTERCONNECT	–	–	–	–	–	–	2	–	–	–
	CONDUIT SIZE	2"	3"	2"	2"	3"	2-3"	2-3"	2"	2"	2"
	PERCENT FILL	17%	13%	6%	17%	18%	18%	18%	3%	3%	3%

(N)-NEW CONDUIT
(E)-EXISTING CONDUIT

RECOMMENDED BY: Ken Young — KENNETH YOUNG, SR. SENIOR TR. ENG. — 3/20/25 DATE
APPROVED BY: GILBERT MARQUEZ, PE. CITY ENGINEER — 3-24-2025 DATE

UNDERGROUND SERVICE ALERT
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TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
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REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
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KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. —
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
TRAFFIC SIGNAL PLAN
SEPULVEDA BLVD. AND ALAMEDA TRANSITION RAMP

PROJECT NO. 675 | SHEET 20 of 36 | PLAN NO. TS-1

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMP\DWG\STRA20.DWG
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MILLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-9-14
ALTAX PLOT DATE: X

REVIEWED AND RECOMMENDED BY: 3/20/25
WARREN YOUNG, P.E. SENIOR CITY ENG. DATE

APPROVED BY: 3-24-2025
GILBERT MARQUEZ, PE. CITY ENGINEER DATE

GENERAL NOTES

1. ALL EQUIPMENT SHALL BE MANUFACTURED AND INSTALLED IN ACCORDANCE WITH THE CALTRANS STANDARD PLANS AND SPECIFICATIONS DATED 2018 UNLESS OTHERWISE SPECIFIED
2. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL EQUIPMENT SHOWN TO BE INSTALLED.
3. ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE PROPOSED SIGNAL PHASE DIAGRAM.
4. (XXXX) INDICATES A DETECTOR ASSIGNMENT IN THE CONTROLLER CABINET.
5. PEDESTRIAN HEADS SHALL BE MODULAR TYPE III WITH INTERNATIONAL SYMBOLS. ALL PEDESTRIAN HEADS SHALL HAVE DIALIGHT COUNTDOWN TYPE LED (LIGHT EMITTED DIODE) PEDESTRIAN SIGNAL PHASE MODULE AND COMPLY WITH SECTION 86.4.07 OF CALTRANS STANDARD PLANS AND SPECIFICATIONS.
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8. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 1-800-411-4133 48 HOURS PRIOR TO EXCAVATION. NO EXCAVATION SHALL BEGIN PRIOR TO THE MARKING OF UTILITY LOCATIONS.
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13. NO SPLICING WILL BE ALLOWED IN ANY PULL BOXES FOR THE SIGNAL CONDUCTORS FROM THE CONTROLLER TO EACH POLE. THE CONDUCTORS SHALL FEED DIRECTLY FROM ONE CONDUIT TO THE NEXT WITH MINIMUM SLACK COILED IN PULL BOX, WHERE PULL BOX IS NEXT TO THE CONTROLLER A MINIMUM OF 3 FEET OF SLACK SHALL BE PROVIDED.
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16. SEE SIGNING AND STRIPING PLANS FOR SIGNS.
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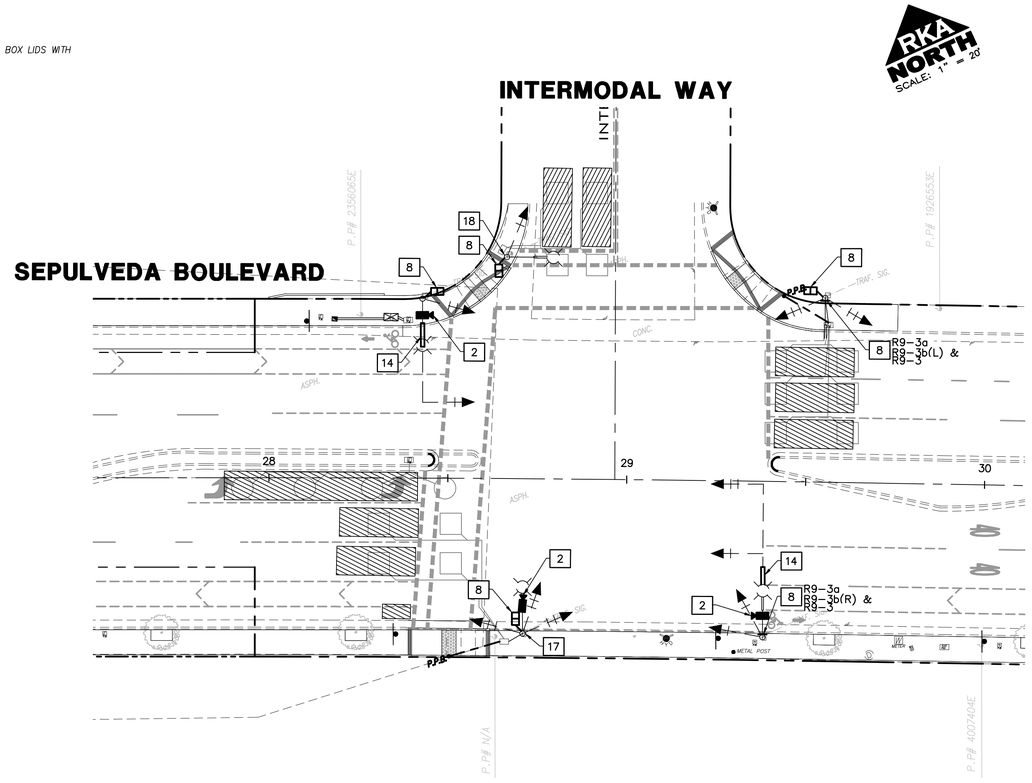
19. CONTRACTOR SHALL REMOVE CONCRETE PANELS DISTURBED BY CONSTRUCTION OF THESE IMPROVEMENTS FROM JOINT TO JOINT AND REPLACE IN KIND.
20. ▨ INDICATES VIDEO DETECTION ZONE

CONSTRUCTION NOTES (THIS SHEET ONLY)

1	EXISTING TYPE 170 CONTROLLER IN MODEL 332 CABINET. INSTALL ITERIS VANTAGE NEXT VIDEO DETECTION SYSTEM COLOR MONITOR AND CABLING PER MANUFACTURE'S RECOMMENDATIONS AND AUXILIARY EQUIPMENT REQUIRED FOR THE DESIRED OPERATION.
2	INSTALL ITERIS VANTAGE VECTOR RADAR CAMERA ON LUMINAIRE MAST ARM.
3	INSTALL ITERIS VANTAGE VECTOR RADAR CAMERA ON MAST ARM.
4	INSTALL ITERIS NEXT CAMERA ON LUMINAIRE MAST ARM.
5	INSTALL ITERIS NEXT CAMERA ON MAST ARM.
6	INSTALL NEW 12" LED THREE INDICATION VEHICLE HEAD.
7	INSTALL NEW DETAIL "A" VEHICLE HEAD.
8	REMOVE EXISTING PEDESTRIAN SIGNAL MODULE AND INSTALL NEW LED PEDESTRIAN COUNT DOWN SIGNAL MODULE IN EXISTING HOUSING.
9	INSTALL NEW PEDESTRIAN PUSH BUTTON POST PER CALTRANS STANDARD PLAN ES-7A.
10	REMOVE ø4 PPB AND REPAIR ANY UNUSED HOLES IN POLE.
11	INSTALL NEW LED PEDESTRIAN COUNT DOWN SIGNAL MODULE AND HOUSING.
12	INSTALL NEW ADA COMPLIANT PPB AND HOUSING.
13	HIGH MOUNT NEW 12" LED THREE INDICATION VEHICLE HEAD AT A HEIGHT OF 16'.
14	REMOVE AND SALVAGE EXISTING IISNS. INSTALL NEW RSNS.
15	REMOVE AND SALVAGE EXISTING SIGN. INSTALL NEW SIGN.
16	REMOVE AND SALVAGE EXISTING SERVICE PEDESTAL. FURNICH AND INSTALL NEW CALTRANS TYPE III-BF SERVICE PEDESTAL ON NEW FOUNDATION.
17	REMOVE EXISTING PEDESTRIAN PUSH BUTTON AND PLUG HOLE.
18	REPLACE MISSING COVER PLATE ON TRAFFIC SIGNAL.
AB	ABANDON, IF APPLIED TO CONDUIT, REMOVE CONDUCTORS.
CB	CONNECT CONDUIT TO EXISTING PULL BOX.
RS	EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CITY OF CARSON AND SHALL BE DELIVERED TO THE CITY YARD. COMPLETELY REMOVE EXISTING SIGNAL FOUNDATION WHERE APPLICABLE.

R9-3b(R) R9-3b(L) R9-3 R9-3a



PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS.

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE LOCAL GOVERNMENT AGENCIES, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER KURT R. PEDERSEN NO. 69745 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE, SUITE E, WALNUT, CA 91789
(909) 594-9702 FAX (909) 594-2658
WWW.RKAGROUP.COM
02/24/25
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. -
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

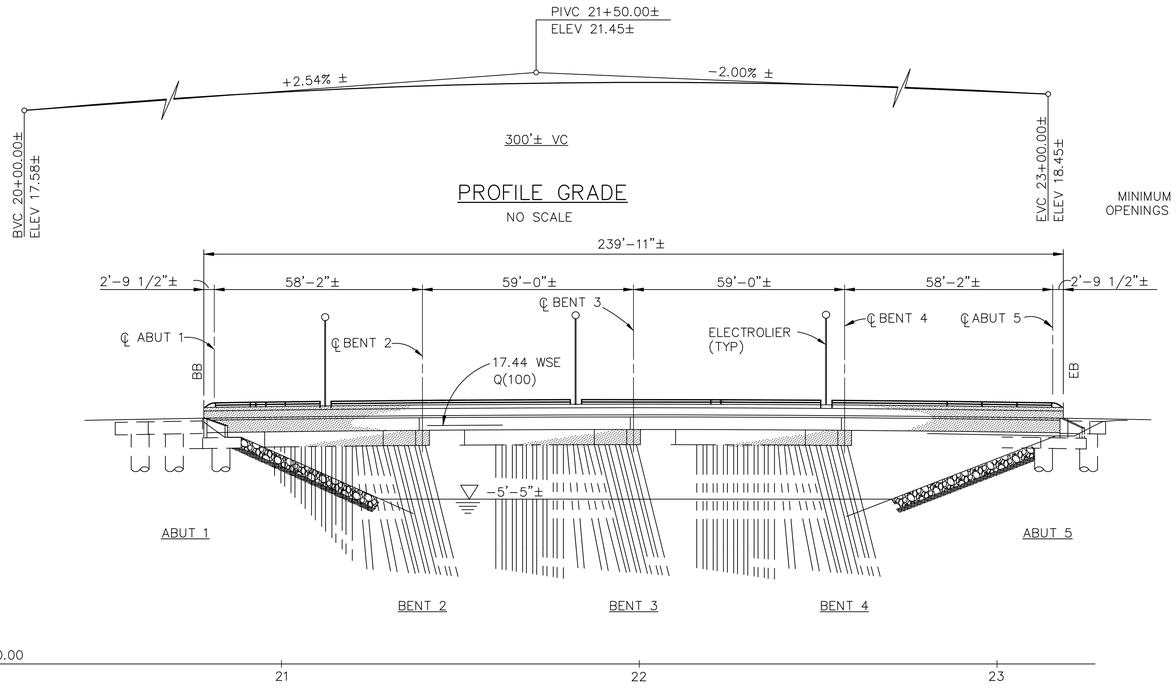
SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
TRAFFIC SIGNAL PLAN
SEPULVEDA BLVD. AND INTERMODAL WAY

PROJECT NO. 675 | SHEET 21 of 36 | PLAN NO. TS-2

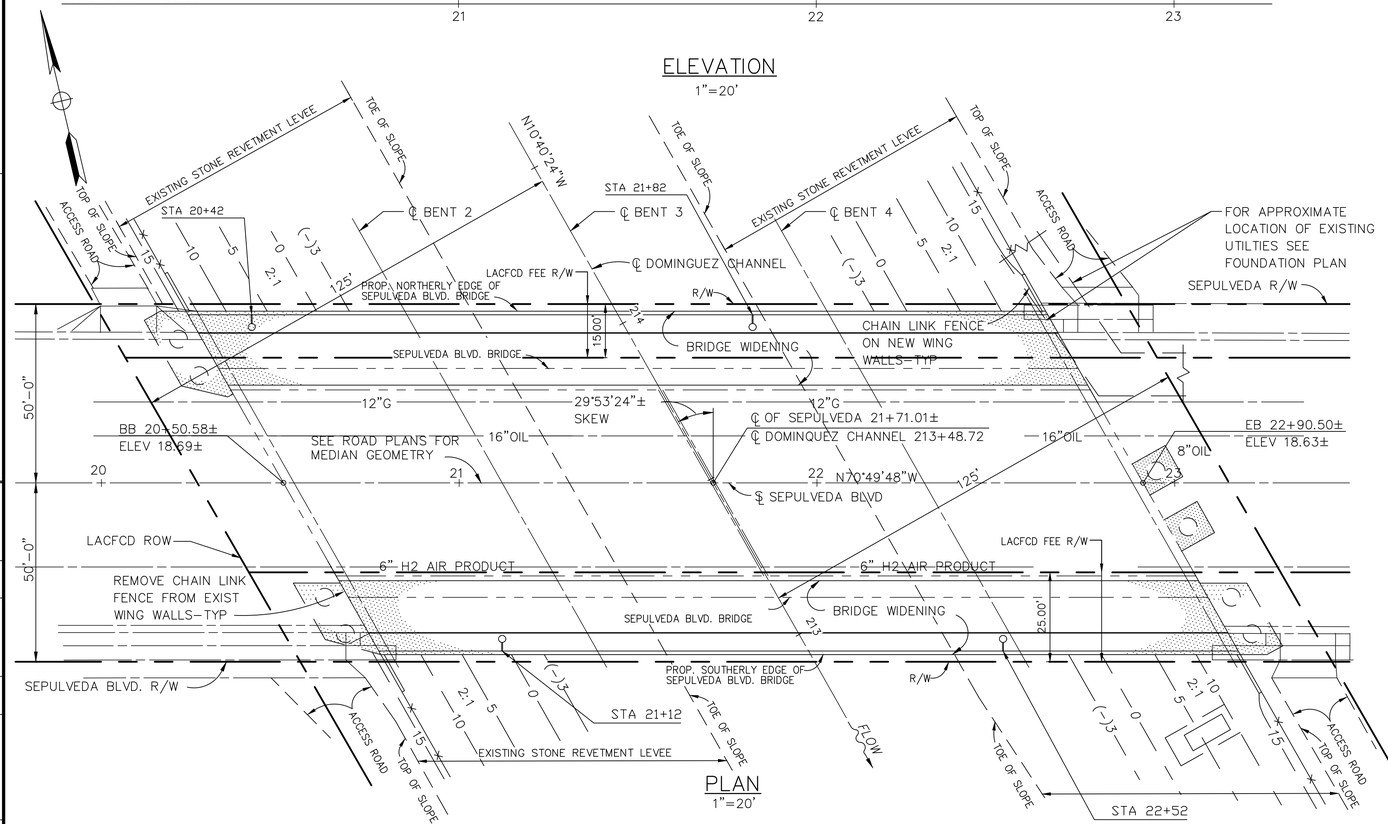
REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMP\DWG\LSTRA21.DWG
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-9-14
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: Ken Young — KENNETH YOUNG, SENIOR CIVIL ENG. — 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE, CITY ENGINEER — 3-24-2025 DATE

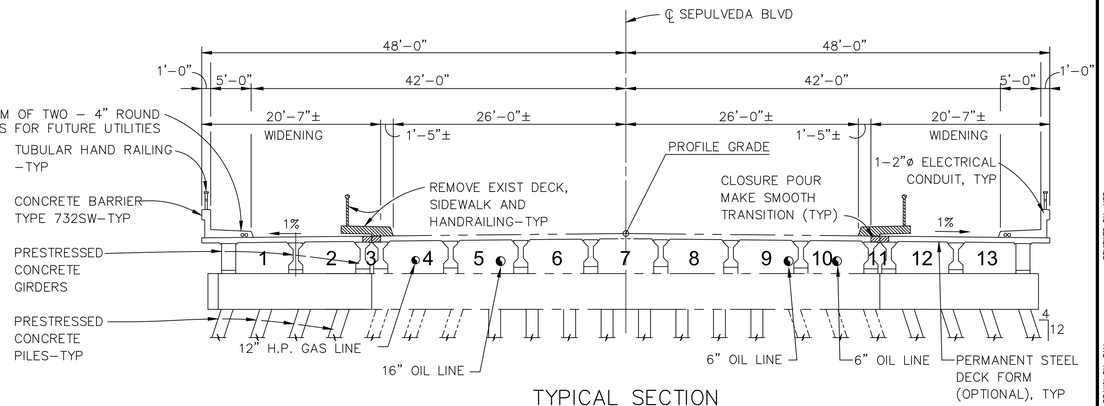


ELEVATION
1"=20'



PLAN
1"=20'

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.



TYPICAL SECTION
1/8"=1'−0"

INDEX TO BRIDGE PLANS

SHEET NO.	TITLE
BR−1	BRIDGE GENERAL PLAN
BR−2	FOUNDATION PLAN & PILE DETAILS
BR−2A	CHANNEL DETAILS
BR−2B	BRIDGE DETAILS
BR−3	ABUTMENT DETAILS NO. 1
BR−4	ABUTMENT DETAILS NO. 2
BR−5	ABUTMENT DETAILS NO. 3
BR−5A	ABUTMENT DETAILS NO. 4
BR−6	BENT DETAILS
BR−7	BEARING RETROFIT DETAILS
BR−8	PRESTRESSED GIRDER (INTERIOR)
BR−9	PRESTRESSED GIRDER (EXTERIOR)
BR−10	TYPICAL SECTION & DECK REINFORCEMENT
BR−11	END DIAPHRAGM DETAILS
BR−12	LOG OF TEST BORINGS

APPLICABLE CALTRANS' STANDARD PLANS 2018

A10−A,B	ABBREVIATIONS
A10−C,D	SYMBOLS
A62−C	EXCAVATION AND BACKFILL BRIDGE− LIMITS OF PAYMENT
RSP A−85	CHAIN LINK FENCE
RSP BO−3	BRIDGE DETAILS
BO−5	BRIDGE DETAILS
BO−13	BRIDGE DETAILS
B6−21	JOINT SEALS
RSP B11−7	CHAIN LINK RAILING
RSP B11−51	TUBULAR HANDRAILING
B11−58	CONCRETE TYPE 732SW (SHEET 1 OF 2)
B11−59	CONCRETE TYPE 732SW (SHEET 2 OF 2)
RSP ES−9A	ELECTRICAL SYSTEM
ES−9B	ELECTRICAL SYSTEM
RSP ES−9D	ELECTRICAL SYSTEM

INDICATES EXISTING STRUCTURE

CALTRANS STANDARD PLAN SHEET NO.

DETAIL NO.

SECTION OR DETAIL DESIGNATION

REFERENCE SHEET FROM WHICH SECTION OR DETAIL IS TAKEN

REFERENCE SHEET ON WHICH SECTION OR DETAIL IS SHOWN

NOTE:
FOR PILE DATA, SEE BR−2A

APPROXIMATE BRIDGE QUANTITIES

BRIDGE REMOVAL (PORTION)	LUMP SUM
JACK BRIDGE	LUMP SUM
MODIFY BEARINGS	64 EA
JOINT SEAL − TYPE AL	150 LF
JOINT SEAL − TYPE B (MR=1")	95 LF
60" CAST−IN−DRILLED−HOLE CONCRETE PILING	824 LF
PRESSURE GROUT DOWEL	680 LF
DRILL AND BOND DOWEL	1,710 LF
DRILL AND BOND DOWEL (EPOXY CARTRIDGE)	135 LF
CORE CONCRETE (1 3/4")	785 LF
FURNISH PRECAST CONCRETE PILING (16" OCTAGONAL)	1,272 LF
DRIVE PRECAST CONCRETE PILING (16" OCTAGONAL)	24 EA
FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (50'−60')	24 EA
ERECT PRECAST PRESTRESSED CONCRETE GIRDER (50'−60')	24 EA
CHAIN LINK FENCE	40 LF
METAL TUBE BRIDGE RAILING	469 LF
CONCRETE BARRIER (TYPE 732SW)	469 LF
REFINISH BRIDGE DECK	664 SF
ISOLATION CASING (CORRUGATED METAL PIPE)	11220 LB

FINAL PAY QUANTITIES

STRUCTURE EXCAVATION (BRIDGE)	280 CY
STRUCTURE BACKFILL (BRIDGE)	30 CY
STRUCTURAL CONCRETE (BRIDGE)	699 CY
BAR REINFORCING STEEL (BRIDGE)	379,000 LB

FOR GENERAL NOTES SEE "PRESTRESSED GIRDER (EXTERIOR)" SHEET

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 20 40 60
1"=20'
0 1 8 16 24
SCALE: 1/8"=1'−0"

REGISTERED PROFESSIONAL ENGINEER — GILBERT M. GUEVARA — No. C70989 — Exp. 6/30/25 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 2-24-25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. −
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111−93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON
DEPARTMENT OF PUBLIC WORKS
SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
BRIDGE GENERAL PLAN

CONTRACT NO. | DRAWING NO. BR−1 | SHT. 22 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 34910
DRAWING NAME: X:\ACAD\34900\DWG\STRAT-BG.DWG
PLAN SET: SEPULVEDA BOULEVARD − STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016−2−29
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, SENIOR CIVIL ENG. — 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE, CITY ENGINEER — 3-24-2025 DATE

LEGEND:

0.0 — INDICATES BOTTOM OF BENT CAP /PILE CAP ELEVATIONS

XX+XX.X± / XX.XX± — INDICATES ELEV AT TOP OF EXISTING DECK AND STATION AT CENTERLINE SEPULVEDA BLVD

℄ DOMINGUEZ CHANNEL

℄ ABUT 1 | ℄ BENT 2 | ℄ BENT 3 | ℄ BENT 4 | ℄ ABUT 5

EXIST PIPES ON PIPE (TRESTLE) BRIDGE

EXISTING 12" SUBDRAINAGE PIPE ELEV −3

EXISTING STONE REVETMENT LEVEE

TOP OF SLOPE ACCESS ROAD

TOE OF SLOPE

REMOVE AND REPLACE ROCK REVETMENT TO TOP OF SLOPE, D50=14" (TYPICAL 4 LOCATIONS)

APPROXIMATE LOCATION OF UNDERGROUND PIPELINES

NITRO. OXY VENT

LACFCD FEE R/W

R/W

NEW BATTER PILES (TOT 8 EA BENT BATTER 4:12)

EXIST BATTER PILES

EXIST VERT PILES

21+47.02± 19.41±

21+57.07± 19.44±

22+07.10± 19.44±

22+57.09± 18.90±

MHHW LEVEL

DOMINGUEZ CHANNEL R/W

EXIST 24" WATER LINE

12" MIN CLR−TYP

PETROLEUM VAULT

MH+IW (5.3')

TYPICAL

℄ SEPULVEDA BLVD

12" MARATHON (71R)

12" MARATHON (79R)

21+71.01 ℄ SEPULVEDA BLVD. =213+48.72 ℄ DOMINGUEZ CHANNEL

EXIST. LACFCD 7'x6"(W) x 9'x0"(H) R.C. BOX SEPULVEDA / DOMINGUEZ DRAIN

6" PRV AIR PRODUCTS

SEE SHEET "ABUTMENT DETAILS NO. 4"

GAS MARKER

OXY VENT

20+97.11± 19.13±

21+45.18± 19.45±

21+97.18± 19.42±

22+47.22± 19.01±

25.00'

15.00'

OUTLET STRUCTURE

PRECAST PILE EXTEXSION TO GROUND @ 4:12 (TYPICAL)

FLOW

ACCESS ROAD

EXISTING STONE REVETMENT LEVEE

EXISTING 12" SUBDRAINAGE PIPE ELEV −3

EXIST PIPES ON PIPE (TRESTLE) BRIDGE

REMOVE AND REPLACE ROCK REVETMENT, D50=14" (TYPICAL 4 LOCATIONS)

FOR LAYOUT OF ABUTMENT PILES AND PILE CAPS SEE "ABUTMENT DETAIL NO.1" SHEET

SEE BR−2B SHEET FOR ISOLATION CASING DETAIL

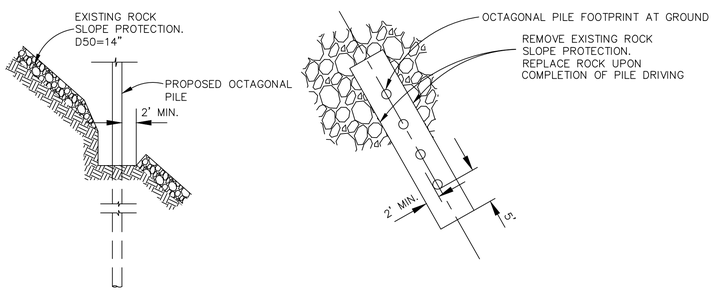
DOMINGUEZ CHANNEL R/W

EXISTING 12" SUBDRAINAGE PIPE ELEV −3

DOMINGUEZ CHANNEL R/W

PILE LAYOUT

1"=20'



ROCK SLOPE PROTECTION DETAIL

1"=10'

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
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TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 20 40 60
1"=20'

REGISTERED PROFESSIONAL ENGINEER — GILBERT M. GUEVARA — No. C70989 — Exp. 6/30/25 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 2-24-25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. —
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111−93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
CHANNEL DETAILS

CONTRACT NO. | DRAWING NO. | SHT. 24 OF 36 SHTS.

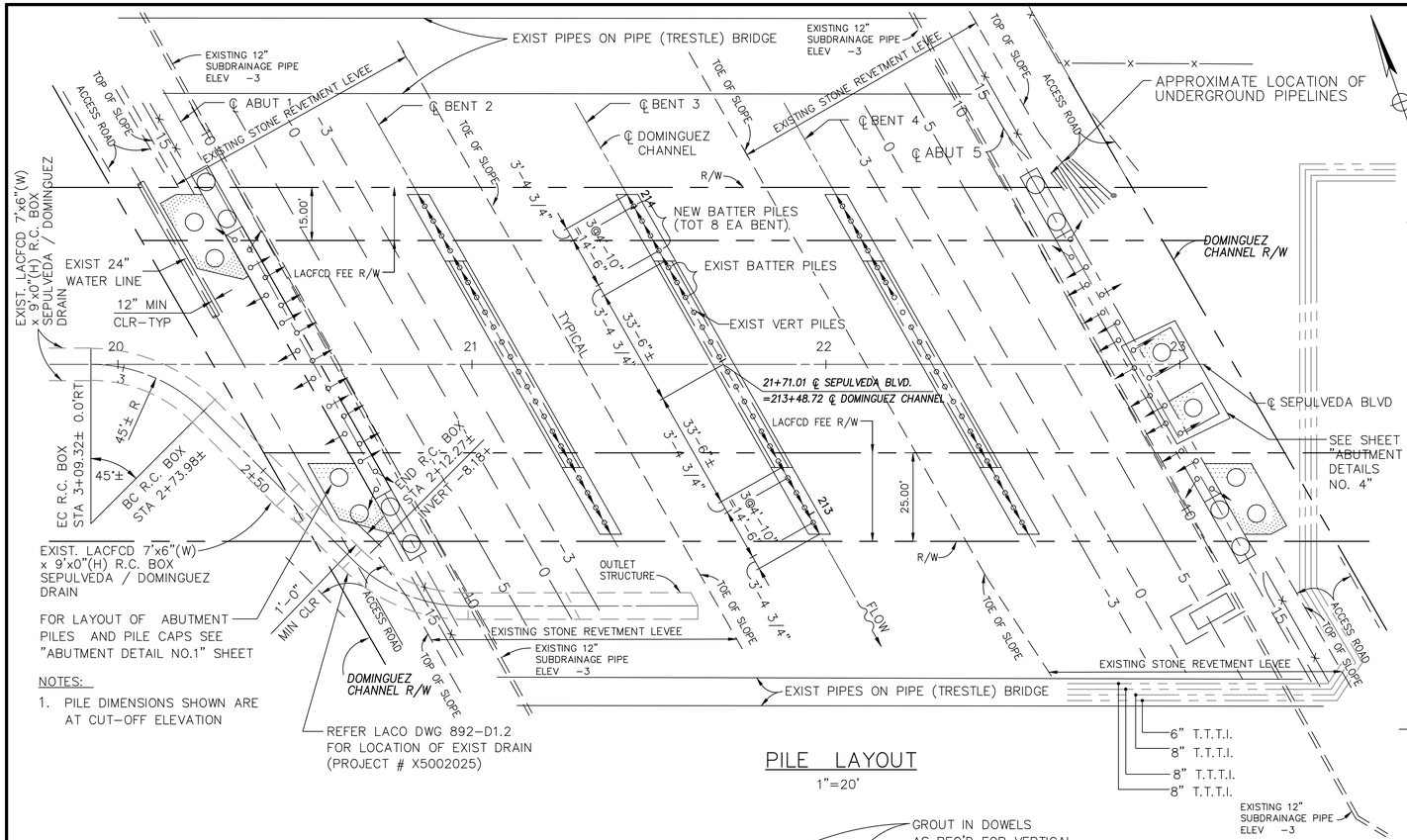
BR−2A

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
DRAWING NAME: X:\ACAD\34900\DWG\STRAHSBA.DWG
JOB NO.: 34900
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2017-3-14
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, SENIOR CIVIL ENG. 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE, CITY ENGINEER. 3-24-2025 DATE

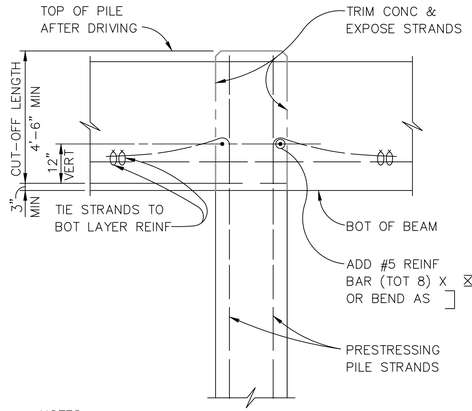


PILE LAYOUT

1"=20'

NOTES:

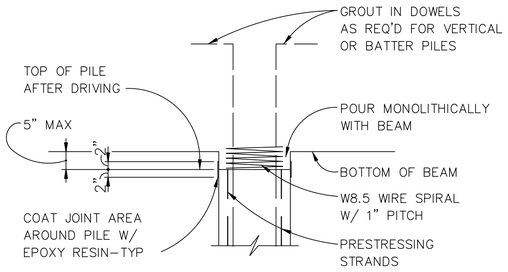
1. PILE DIMENSIONS SHOWN ARE AT CUT-OFF ELEVATION



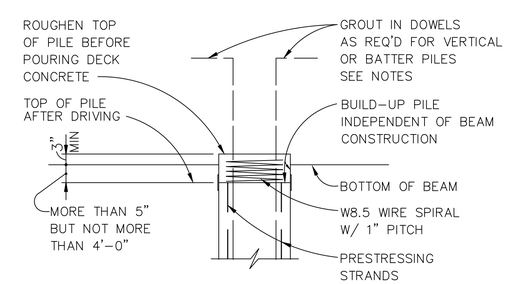
NOTES:

1. WHEN MORE THAN 4'-6" OF PILE IS CUT-OFF AND THERE IS NO BUILD-UP (CONTRACTOR OPTION).

EXPOSED STRAND EMBEDMENT*



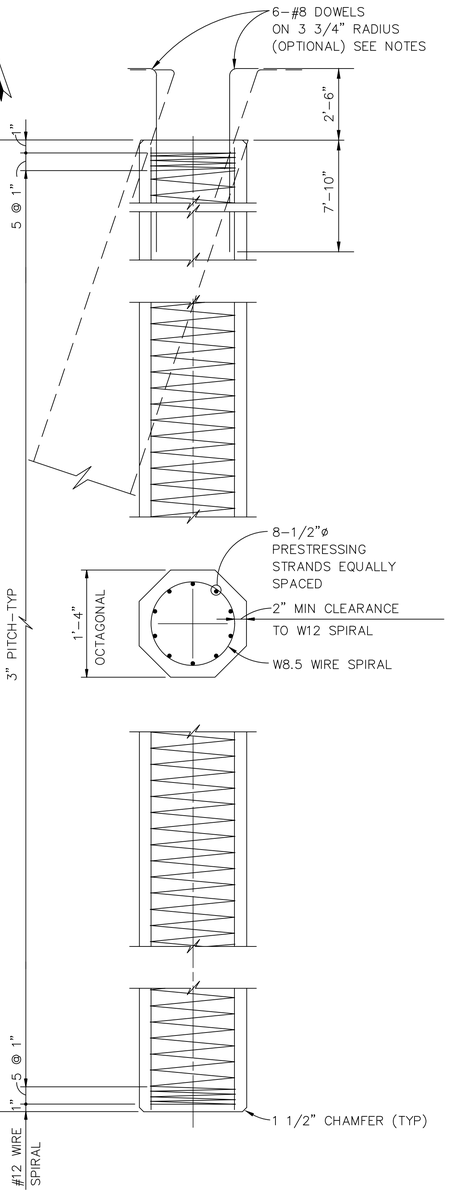
MONOLITHIC BUILD-UP



INDEPENDENT BUILD-UP

PILE BUILD-UP DETAILS*

* = VERTICAL PILE SHOWN BATTER PILE SIMILAR



TYPICAL 16" OCTAGONAL PRECAST PRESTRESSED CONCRETE PILE*

NO SCALE

OCTAGONAL PRECAST PRESTRESSED CONCRETE PILES

1. CONCRETE:
   - f'c = 4000 PSI @ TRANSFER
   - f'c = 4000 PSI @ TIME OF MOVING PILE
   - f'c = 5000 PSI @ 28 DAYS & TIME OF DRIVING
   - f'c = 5000 PSI FOR PILE EXTENSION

   CONCRETE SHALL CONTAIN NOT LESS THAN 8 SACKS OF CEMENT PER CUBIC YARD

2. CEMENT: ASTM C150 TYPE II LOW ALKALI
3. AGGREGATES: ASTM C33 – 3/4" MAX AGGREGATE SIZE
4. REINFORCING:
   - PRESTRESSING STEEL: ASTM A416 GRADE 270
   - MILD STEEL DOWELS: A706 SUPPLEMENT S1 (DEFORMED)
   - MILD STEEL SPIRALS: ASTM A82
5. STRESS IN PRESTRESSING STEEL:
   AT INITIAL STRESSING: 189 KSI (NORMAL STRAND)

   FINAL EFFECTIVE STRESS IN CONCRETE AFTER ALL LOSSES = 1000 PSI (± 2 PERCENT)
6. SECTION PROPERTIES:

   16" OCTAGONAL PILE

AREA	= 212 IN^2
INERTIA	= 3592 IN^4
MODULUS	= 449 IN^3
WEIGHT	= 220 POUNDS PER FOOT

7. ALL PILE TOP SURFACES SHALL BE ROUGHENED AND THOROUGHLY CLEANED BEFORE CASTING BUILD-UPS OR BEAMS.
8. A. DESIGN IS BASED ON USING BENT PILE STRANDS FOR CONNECTION TO THE BENT CAP CONCRETE. IN CASE WHERE, PILE COMPLETION DEPTH ARE EXTENDED, SPECIFIED STRAND EMBEDMENT LENGTH IS NOT AVAILABLE THEN DOWEL BARS SHALL BE DRILLED AND GROUTED INTO THE PILE AS INDICATED.

   B. IF USING DOWELS, CONTRACTOR MAY AT HIS OPTION CAST CORRUGATED TUBES IN TOP OF THE PILE FOR EACH DOWEL. ANY INCLUSION OF TUBES FOR DOWELS SHALL NOT COMPROMISE PILE'S DRIVABILITY. TUBE SHALL BE GALVANIZED WITH A MINIMUM THICKNESS OF 0.023" AND SHALL HAVE MINIMUM INTERNAL DIMENSION OF 2". CAP TUBE TO PREVENT INFILTRATION OF CONCRETE DURING PLACING. CLEAN DOWEL HOLES OF DUST, WATER AND/OR OIL BEFORE INSTALLING DOWELS. INSURE THAT THERE ARE NO POLISHED SURFACES INSIDE THE HOLES. IN CASE ADEQUATE LENGTH OF METAL TUBE IS NOT AVAILABLE DUE TO PILE HEAD CUT-OFF, CONTRACTOR SHALL EXTEND THE HOLE BY CORE DRILLING TO PROVIDE THE REQUIRED EMBEDMENT LENGTH FOR THE DOWEL.

   C. UNUSED DOWEL HOLES SHALL BE FILLED WITH GROUT.
9. FOR PILE TIP ELEVATIONS AND SERVICE LOAD CAPACITIES SEE "BRIDGE GENERAL PLAN" SHEET.
10. CHIP BACK CONCRETE AROUND PILE PICK-UP POINTS, CUT EMBEDED HANGERS 1" BELOW CONCRETE SURFACE AND PATCH WITH EPOXY GROUT.

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 20 40 60
1"=20'

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 2-24-25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

BR-2

CITY OF CARSON
DEPARTMENT OF PUBLIC WORKS
SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
FOUNDATION PLAN & PILE DETAILS

CONTRACT NO. | DRAWING NO. | SHT. 23 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\349010\DWG\STRATSB.DWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2017-3-9
MYLAR PLOT DATE: X

Table 6 - FOUNDATION DESIGN DATA SHEET

Support No.	Design Method	Pile Type	Finished Grade Elevation (ft)	Cut-off Elevation (ft)	Isolation Casing Specified Tip El. (ft)	Pile Cap Size (ft) B	Pile Cap Size (ft) L	Permissible Settlement Under Service Load (in)	Number of Piles per Support
Abut 1N[3]	WSD	60" CIDH	18.27	9.98 12.98	-	14	30	1	4
Abut 1S[4]	LRFD	16" Octagonal PCPS	19.06	9.98 12.98	-17.02 [1] -14.02 [2]	5.33	23.75	1	4
Bent 2N[3] Bent 2S[4]	LRFD	16" Octagonal PCPS	19.06	10.47	-	5.33	23.75	1	4 4
Bent 3N[3] Bent 3S[4]	LRFD	16" Octagonal PCPS	19.31	10.73	-	5.33	23.75	1	4 4
Bent 4N[3] Bent 4S[4]	LRFD	16" Octagonal PCPS	18.99	10.40	-	5.33	23.75	1	4 4
Abut 5N[3] Abut 5S[4]	WSD	60" CIDH	18.21	9.92 12.92	-	14	30	1	4 4

Notes:
1. For front piles.
2. For back piles.
3. N=Northern end.
4. S=Southern end.

Table 7 – FOUNDATION DESIGN LOADS

Support No.	Service-I Limit State (kips)			Strength Limit State (Controlling Group, kips)				Extreme Event Limit State (Controlling Group, kips)			
	Total Load		Perm. Loads	Compression		Tension		Compression		Tension	
	Per Support	Max. Per Pile	Per Support	Per Support	Max. Per Pile	Per Support	Max. Per	Per Support	Max. Per	Per Support	Max. Per Pile
Abut 1N Abut 1S	304	76	77	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Bent 2N Bent 2S	719	180	440	1324	280	0	0	1416	354	1	N/A
Bent 3N Bent 3S	680	170	434	1233	268	0	0	1325	354	1	N/A
Bent 4N Bent 4S	713	178	440	1073	268	0	0	1165	291	1	N/A
Abut 5N Abut 5S	304	76	110	N/A	N/A	N/A	N/A	N/A	N/A	1	N/A

TABLE 8. ABUTMENT FOUNDATION DESIGN RECOMMENDATIONS

Support No.	Pile Type	Cut-off El. (ft)	LRFD Service-I Limit State Load per Support (kips) Total	LRFD Service-I Limit State Load per Support (kips) Permanent	LRFD Service-I Limit State Total Load per Pile (kips)	Nominal Resistance per pile (kips)	Isolation casing Specified Tip El. (ft)	Design Tip Elevations (ft)	Specified Tip Elevation (ft)
Abut 1N	60" CIDH	9.98 12.98	304	109	76	160	-	-6 [a] -4 [b] -40 [c]	-40
Abut 1S	60" CIDH	9.98 12.98	304	109	76	160	-17.02 -14.02	-24 [a] -22 [b] -47 [c]	-47
Abut 5N Abut 5S	60" CIDH	9.92 12.92	304	110	76	160	-	-6 [a] -4 [b] -40 [c]	-40
Abut 5N Abut 5S	60" CIDH	9.92 12.92	304	110	76	160	-	-6 [a] -4 [b] -40 [c]	-40

Note:
1. Design tip elevations are controlled by the following demands: (a) Compression, (c) Settlement and (d) Lateral Load.
2. The Specified tip elevations shall not be raised above the design tip elevations for Settlement, and Lateral Load.

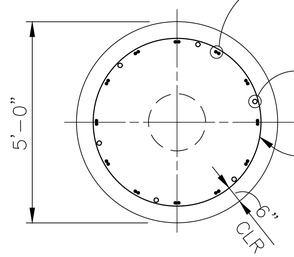
TABLE 9. BENT FOUNDATION DESIGN RECOMMENDATIONS

Support No.	Pile Type	Cut-off El. (ft)	Service- I Limit State Load per Suport (kips)	Total Permissible Support Settlement	Required Factored Nominal Resistance Strength Limit Comp. Φ=0.7	Strength Limit Tension Φ=0.7	Extreme Event Comp. Φ=1	Extreme Event Tension Φ=1	Design Tip El. (ft)	Spec. Tip El. (ft)	Required Nominal Driving Resistance (kips)
Bent 2N Bent 2S	16" Octagonal PCPS	10.47	719	1.0	280	0	354	23	-52 [a-I] -47 [a-II] -33 [b-II] -41 [c] -40 [d]	-52	400
Bent 3N Bent 3S	16" Octagonal PCPS	10.73	680	1.0	268	0	354	23	-58 [a-I] -51 [a-II] -40 [b-II] -48 [c] -50 [d]	-58	670
Bent 4N Bent 4S	16" Octagonal PCPS	10.40	713	1.0	268	0	291	23	-52 [a-I] -44 [a-II] -33 [b-II] -41 [c] -50 [d]	-51	390

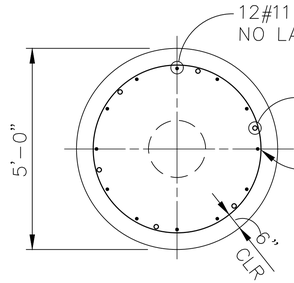
Note:
1. Design tip elevations are controlled by the following demands: (a–I) Compression (Strength Limit), (a–II) Compression (Extreme Event), (b–II) Tension (Extreme Event), (c) Settlement and (d) Lateral Load.

2. The Specified tip elevations shall not be raised above the design tip elevations for Tension, Settlement, and Lateral Load

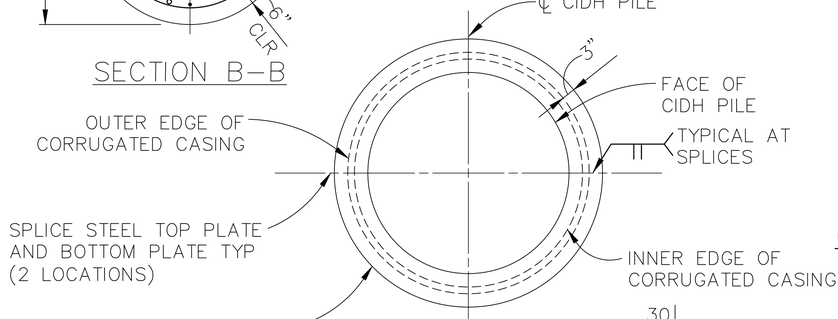
NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.



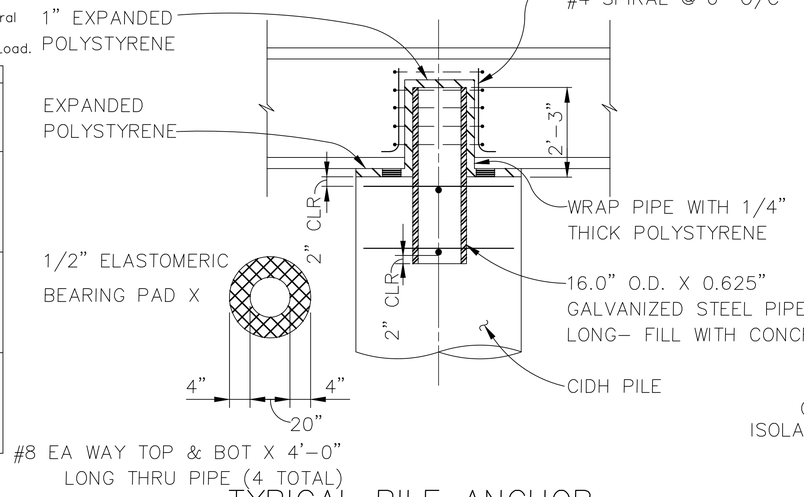
SECTION A–A



SECTION B–B

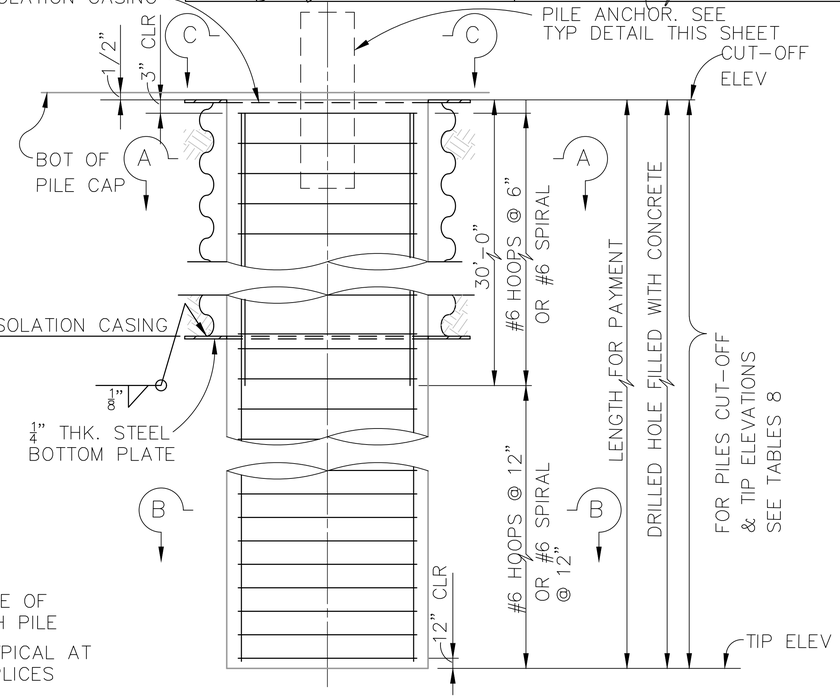


SECTION C–C



TYPICAL PILE ANCHOR

(REQ'D @ ALL PILES)
NO SCALE

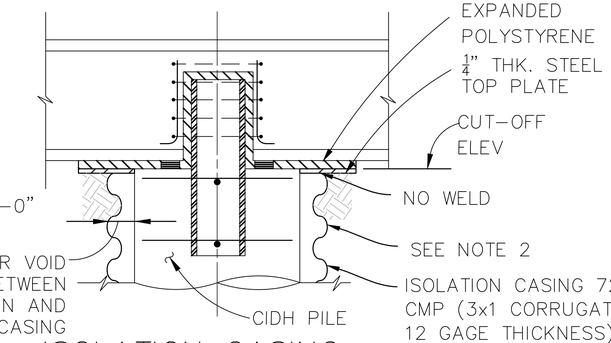


ELEVATION

60"ø CIDH PILE DETAIL

NO SCALE

NOTES:
1. ISOLATION CASING TO BE INSTALLED AT 4 LOCATIONS AS INDICATED IN BR–2A SHEET.
2. AFTER PLACEMENT OF ISOLATION CASING, PLACE CEMENT SLURRY TO FILL ANY VOID REGION OUTSIDE THE CASING.
3. APPROXIMATE ISOLATION CASING HEIGHT TO VARY BETWEEN 24'–0" AND 27'–0". CONTRACTOR TO VERIFY FIELD DIMENSIONS BEFORE ORDERING MATERIAL.



ISOLATION CASING

NO SCALE

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, PE, SENIOR CITY ENG. 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE, CITY ENGINEER 3-24-2025 DATE

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 20 40 60
1"=20'
0 1 8 16 24
SCALE: 1/8"=1'–0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 2-24-25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111–93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON
DEPARTMENT OF PUBLIC WORKS
SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
BRIDGE DETAILS

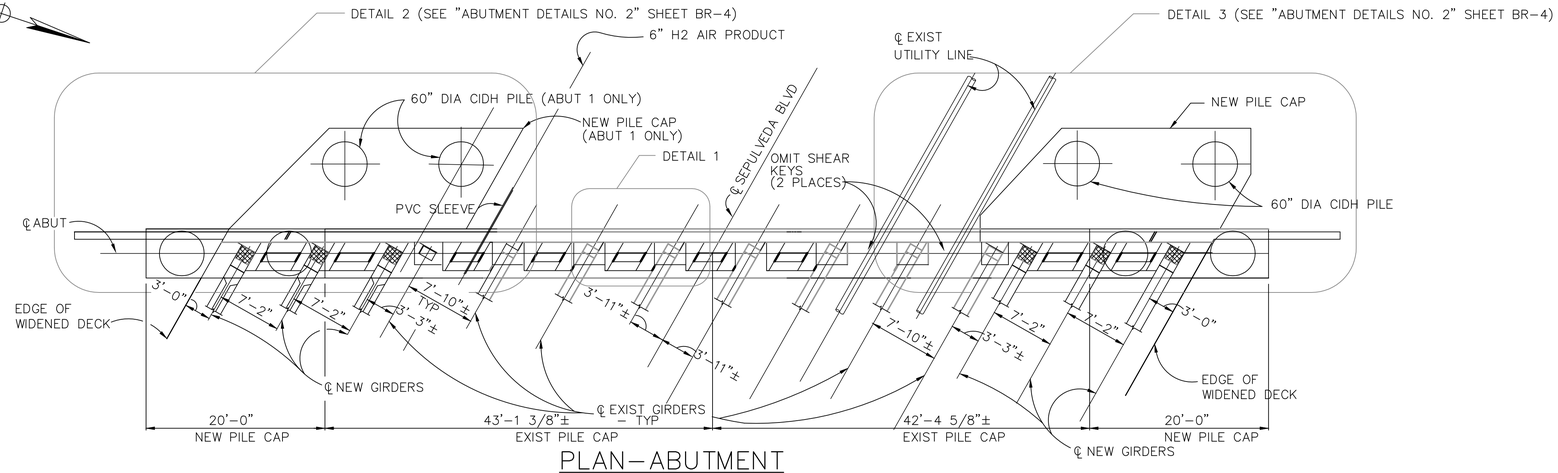
CONTRACT NO. | DRAWING NO. BR–2B | SHT. 25 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010\DWG\STRATBE.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016–11–2
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, PE SENIOR CITY ENG. 3/20/25 DATE

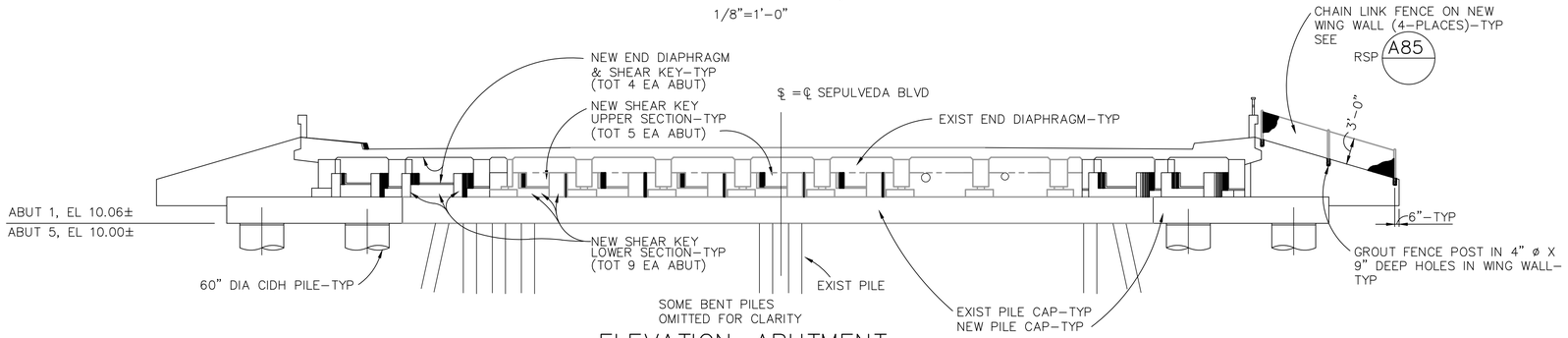
APPROVED BY: GILBERT MARQUEZ, PE, CITY ENGINEER 3-24-2025 DATE



PLAN–ABUTMENT

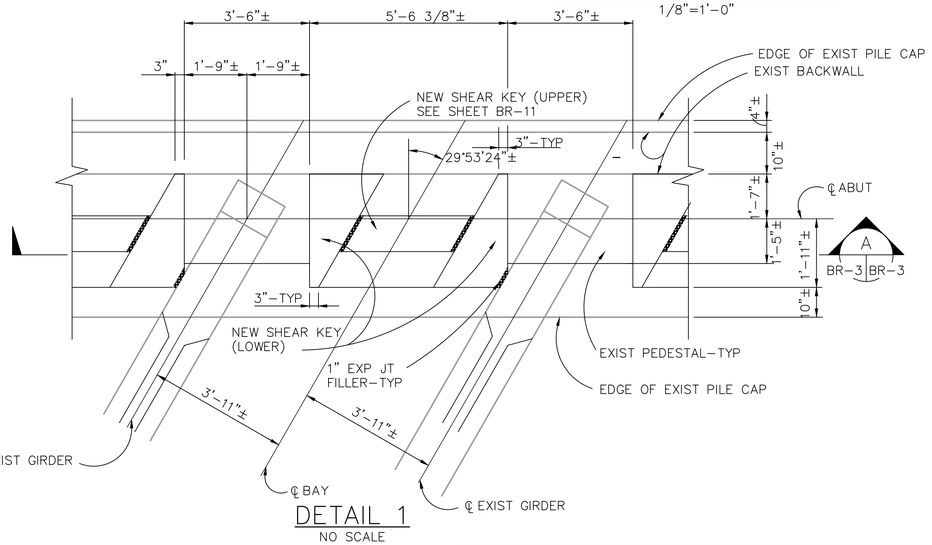
(ABUT 1 SHOWN, SEE DETAIL 4 ON "ABUTMENT DETAILS NO. 4" SHEET)
FOR ADDITIONAL CIDH PILES AND
PILE CAPS AT ABUTMENT 5)

1/8"=1'-0"



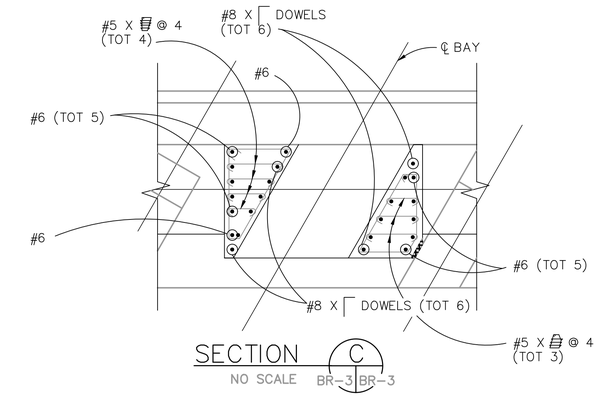
ELEVATION–ABUTMENT

1/8"=1'-0"



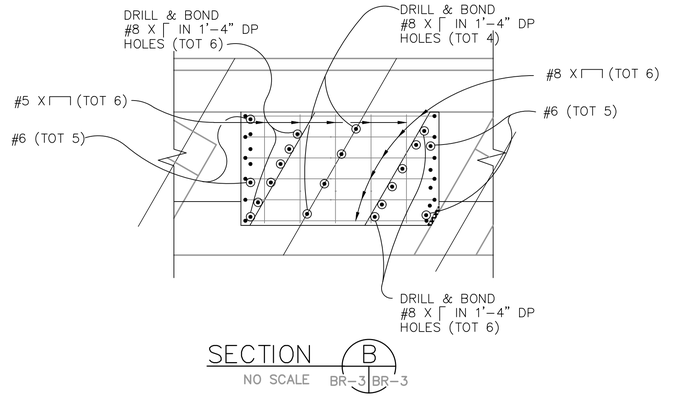
DETAIL 1

NO SCALE



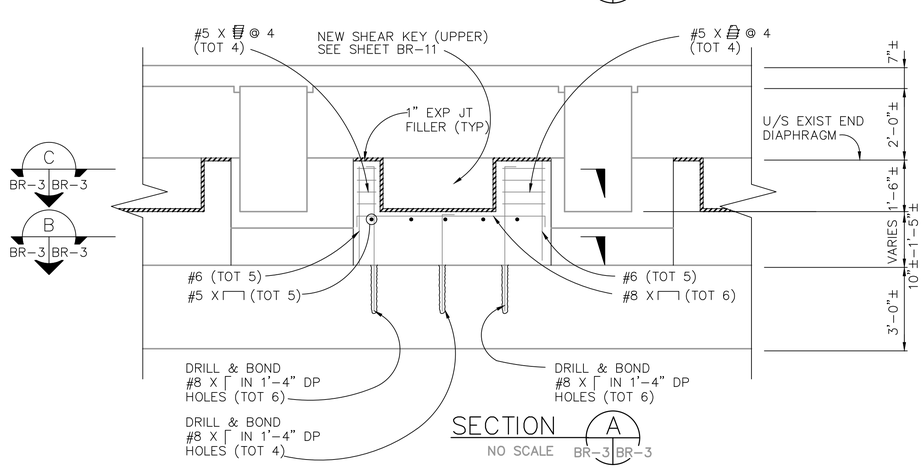
SECTION C

NO SCALE BR-3 BR-3



SECTION B

NO SCALE BR-3 BR-3



SECTION A

NO SCALE BR-3 BR-3

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 1 8 16 24
SCALE: 1/8"=1'-0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 2-24-25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
ABUTMENT DETAILS NO. 1

CONTRACT NO. | DRAWING NO. | SHT. 26 OF 36 SHTS.

BR-3

PROJECT ENGINEER | DESIGN ENGINEER | CHECKED BY | REFERENCES

DRAWING LAST UPDATED: 2014-5-20
M:\VAR PLOT DATE: X

PLAN_SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X

JOB NO: 349010

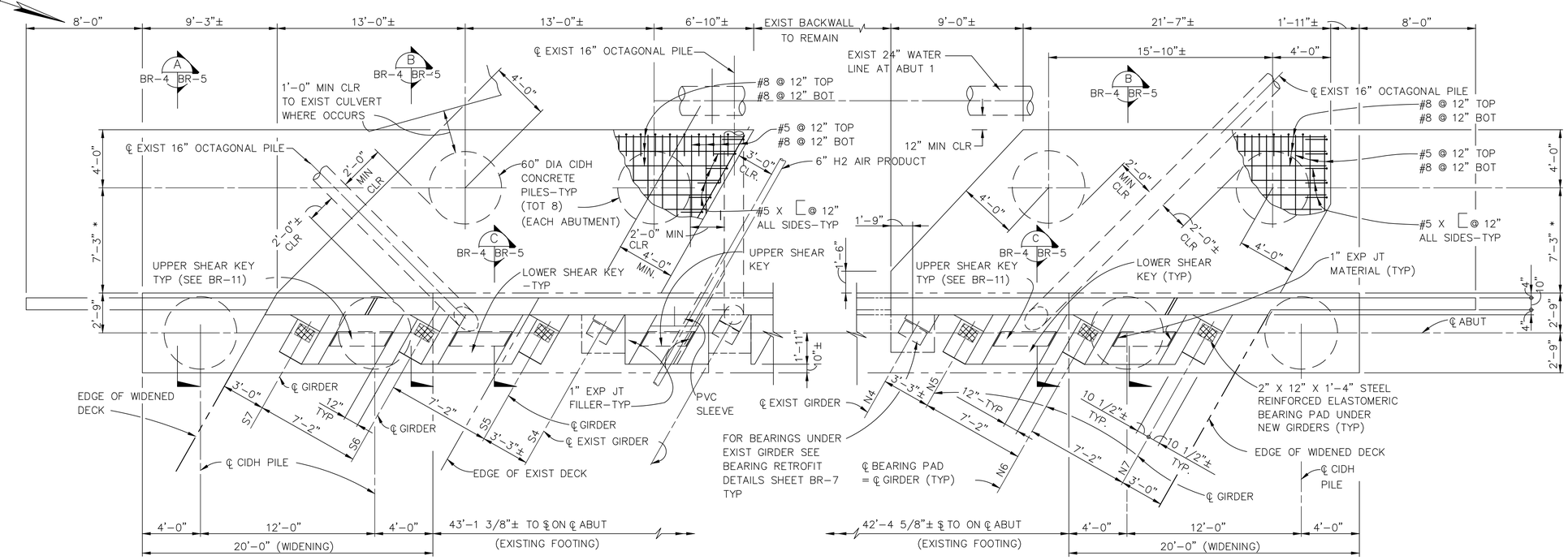
DRAWING NAME: X:\ACAD\349010\DWG\LSTRAT.DWG

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP

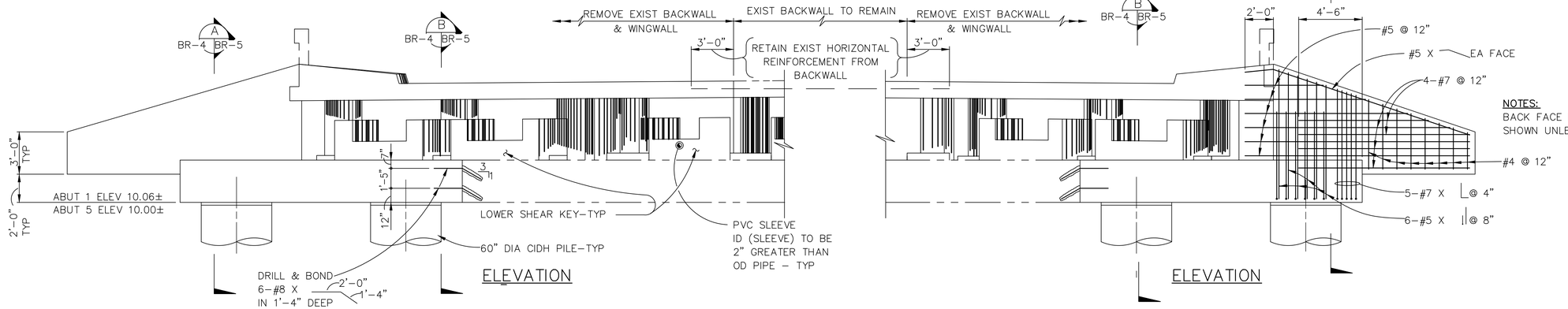
REVIEWED AND RECOMMENDED BY: KIMBERLI HUANG, PE, SENIOR CIVIL ENG. — 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE, CITY ENGINEER — 3-24-2025 DATE

* ADJUST THIS DIMENSION TO MAINTAIN 12" MIN CLR BETWEEN EXIST 24" WATER LINE AND FACE OF PILE CAP AT ABUT 1

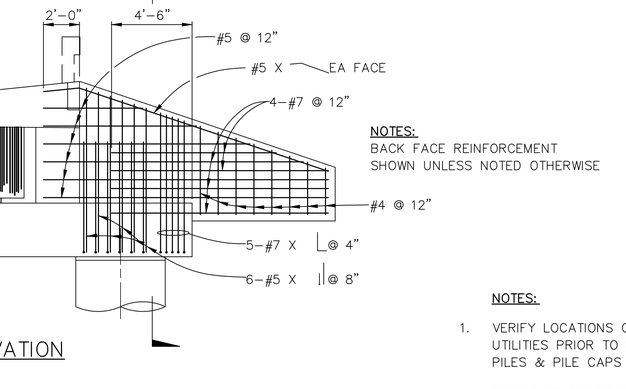


PLAN
(ABUT 1 SHOWN, ABUT 5 SIMILAR)



ELEVATION

DETAIL 2
1/4"=1'-0"



PLAN
(ABUT 1 SHOWN, ABUT 5 SIMILAR)

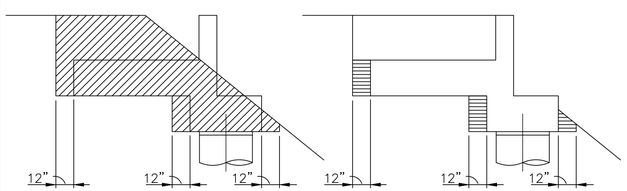
ELEVATION

DETAIL 3
1/4"=1'-0"

NOTES:
BACK FACE REINFORCEMENT SHOWN UNLESS NOTED OTHERWISE

NOTES:

1. VERIFY LOCATIONS OF EXISTING PILES AND UTILITIES PRIOR TO CONSTRUCTION OF NEW PILES & PILE CAPS
2. FABRICATE REINFORCEMENT AFTER NEW PILE LOCATIONS HAVE BEEN ESTABLISHED IN THE FIELD
3. FOR ABUT 5 PARTIAL PLAN, SEE "ABUTMENT DETAILS NO. 4" SHEET



EXCAVATION & BACKFILL PAY LIMITS
NOT TO SCALE

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
DIAL BEFORE YOU DIG
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 1 4 8 12
SCALE: 1/4"=1'-0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 2-24-25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON
DEPARTMENT OF PUBLIC WORKS
SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
ABUTMENT DETAILS NO. 2

CONTRACT NO. | DRAWING NO. BR-4 | SHT. 27 OF 36 SHTS.

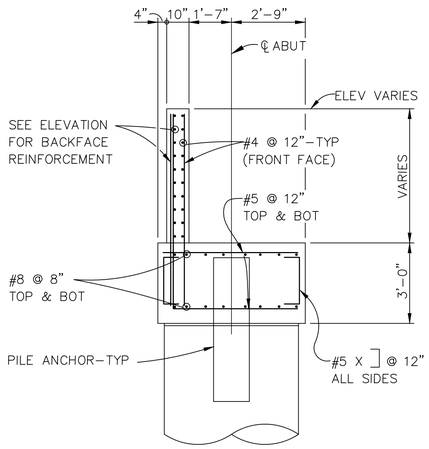
PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

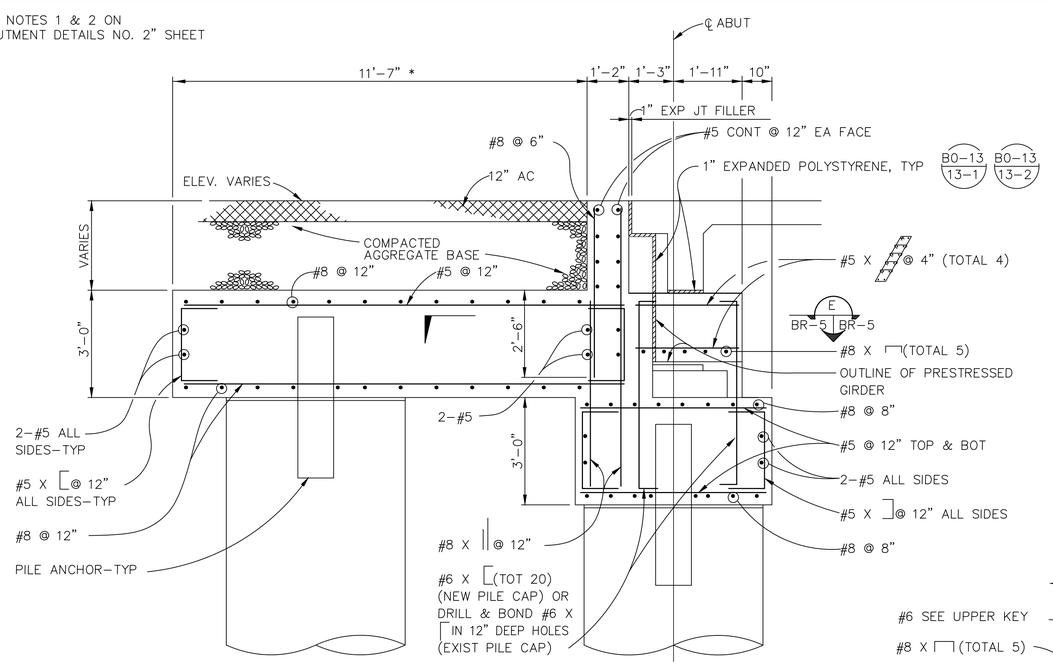
DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010\DWG\LSTRAIGE.DWG
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2014-1-29
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: Ken Young 3/20/25
KENNETH YOUNG, P.E. SENIOR CIVIL ENG. DATE

APPROVED BY: 3-24-2025
GILBERT MARQUEZ, PE, CITY ENGINEER DATE

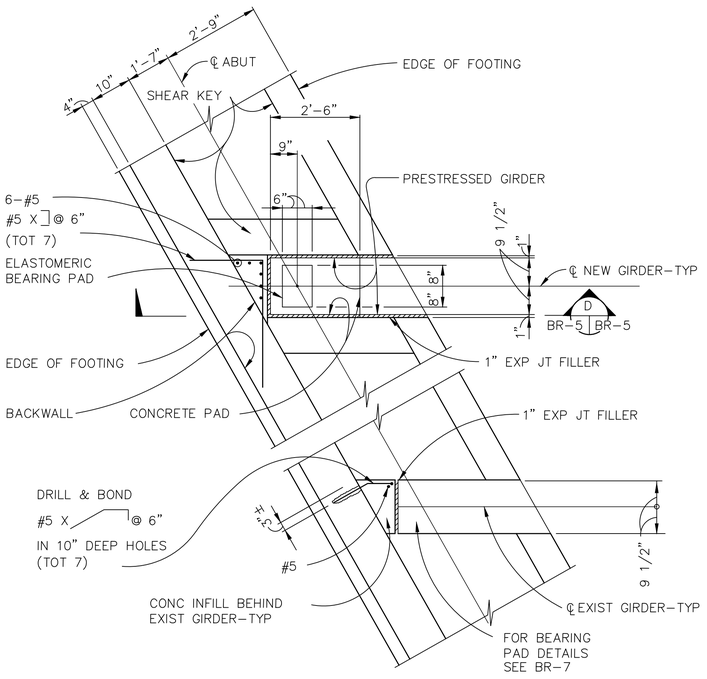
* = SEE NOTES 1 & 2 ON "ABUTMENT DETAILS NO. 2" SHEET





SECTION A
3/8"=1'-0" BR-4 BR-5

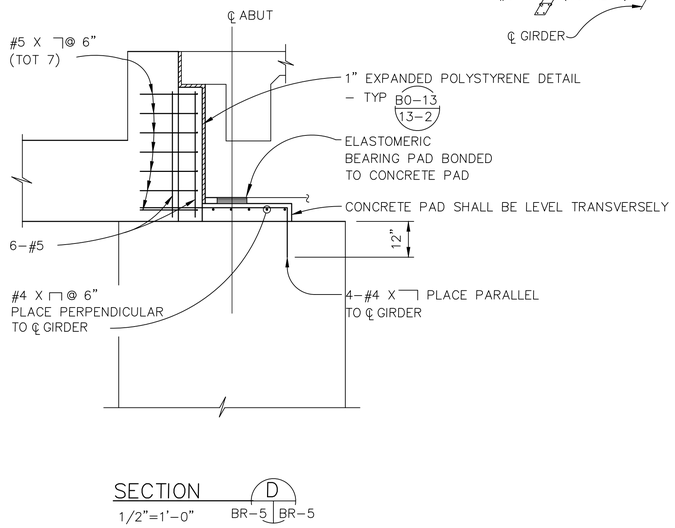
SECTION B
1/2"=1'-0" BR-4 BR-5



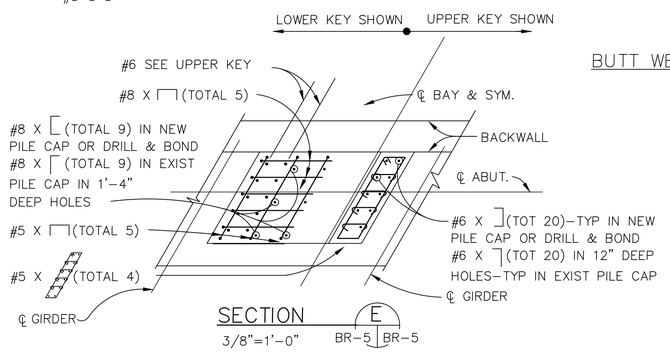
PLAN

ABUTMENT BEARING DETAIL

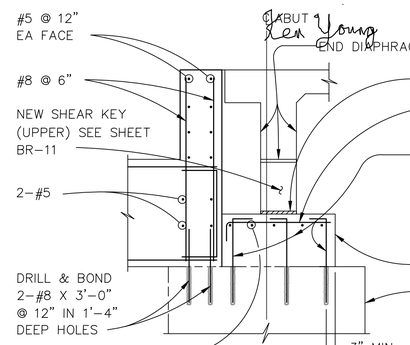
NO SCALE



SECTION D
1/2"=1'-0" BR-5 BR-5

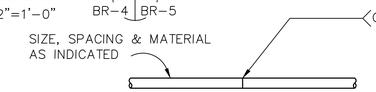


SECTION E
3/8"=1'-0" BR-5 BR-5



NOTE:
FOR ADDITIONAL REINFORCEMENT & DETAILS SEE B BR-4 BR-5

SECTION C
1/2"=1'-0" BR-4 BR-5



INDIVIDUAL HOOPS MADE CONTINUOUS WITH 100% PENETRATION WELDS

BUTT WELDED CONTINUOUS HOOP OR SPIRAL

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 1 2 3 4 5 6 7 8
SCALE: 3/8"=1'-0"
0 1 2 4 6
SCALE: 1/2"=1'-0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
2-24-25
GILBERT M. GUEVARA RCE 70989 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
ABUTMENT DETAILS NO. 3

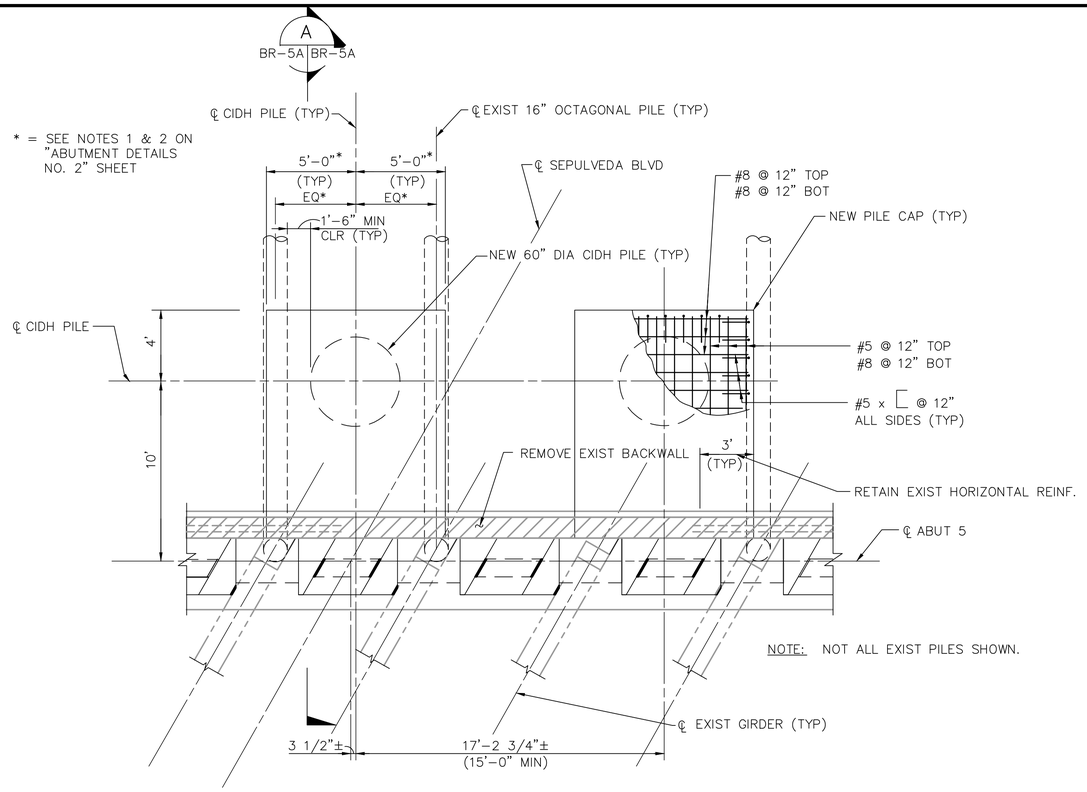
CONTRACT NO. | DRAWING NO. BR-5 | SHT. 28 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO: 349010
DRAWING NAME: X:\ACAD\349010\DWG\STR\HSB.DWG
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2014-5-20
MYLAR PLOT DATE: X

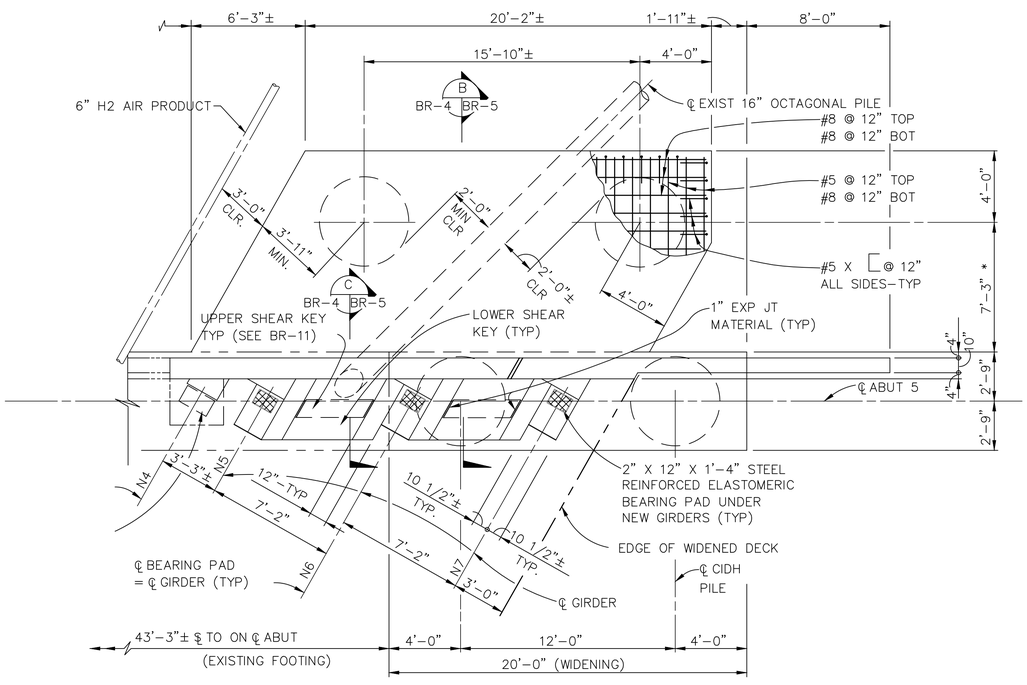
REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, PE SENIOR CIVIL ENG. 3/20/25 DATE

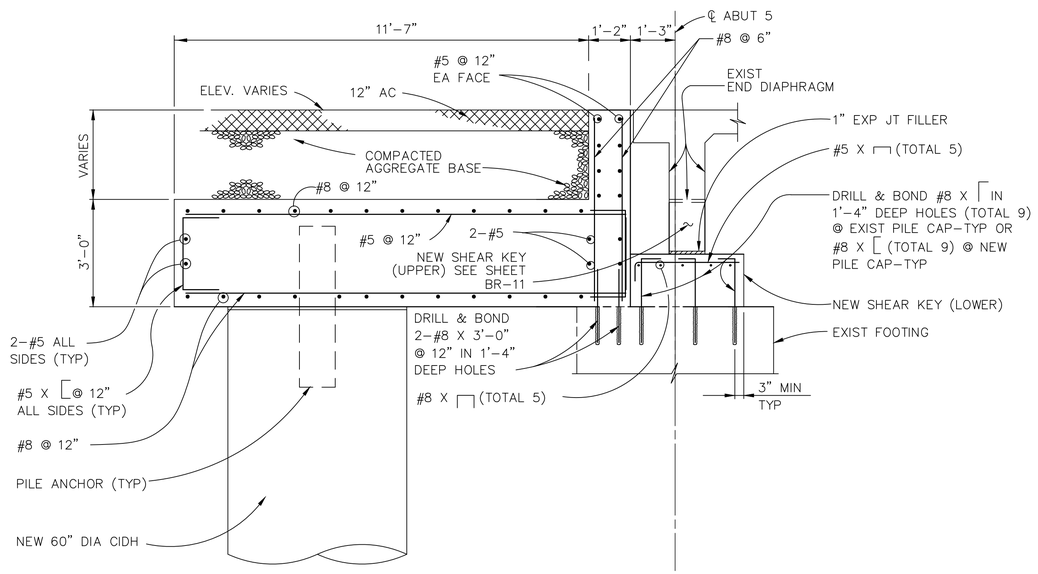
APPROVED BY: GILBERT MARQUEZ, PE, CITY ENGINEER 3-24-2025 DATE



PLAN

(ABUT 5 SHOWN, ABUT 1 SIMILAR)





SECTION A

1/2"=1'–0" BR–5A BR–5A

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
1 2 3 4 8 12
SCALE: 1/4"=1'–0"
1 2 4 6
SCALE: 1/2"=1'–0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 2–24–25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111–93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
ABUTMENT DETAILS NO. 4

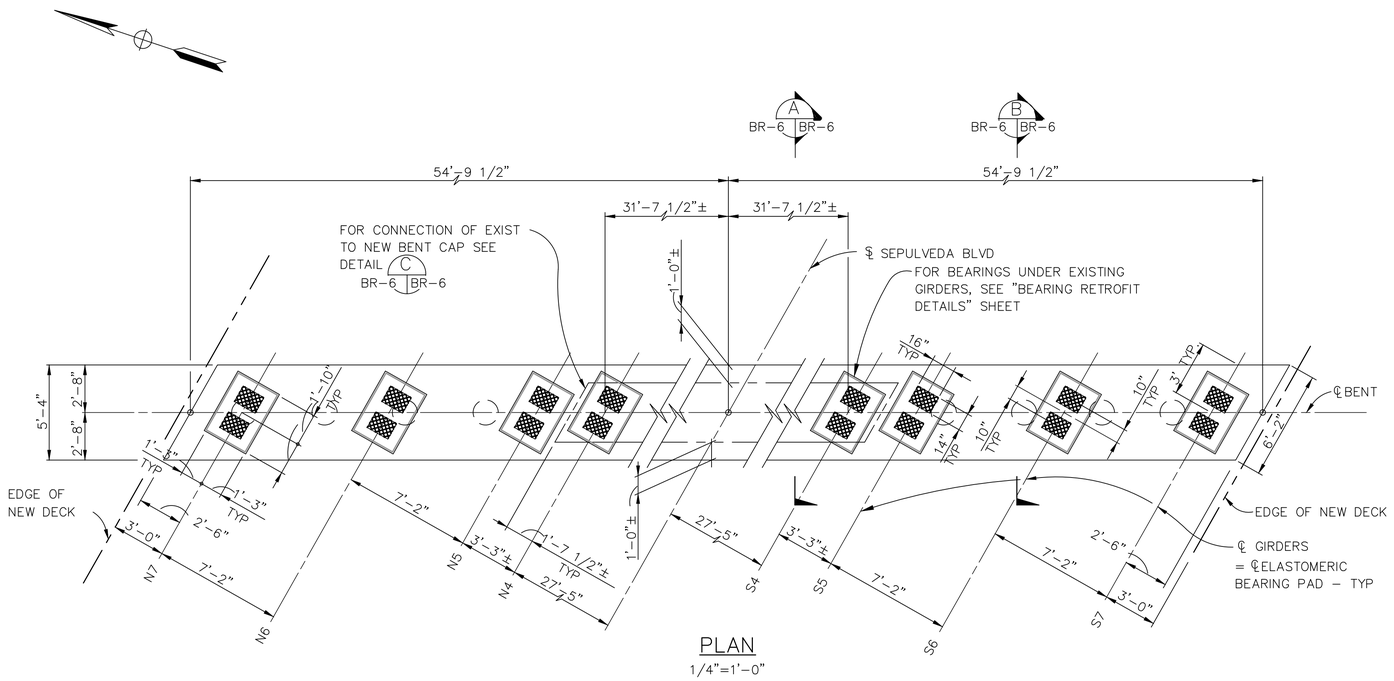
CONTRACT NO. | DRAWING NO. BR–5A | SHT. 29 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

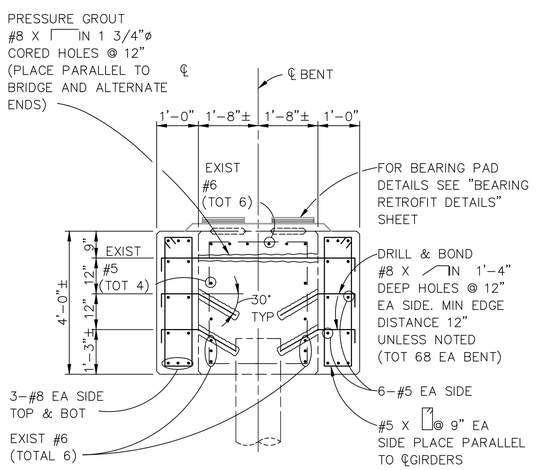
DRAWING LAST UPDATED: 2014–5–20
MYLAR PLOT DATE: X
PLAN SEQ: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010\DWG\STR02B.DWG

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, P.E. SENIOR CIV. ENG. — 3/20/25 DATE

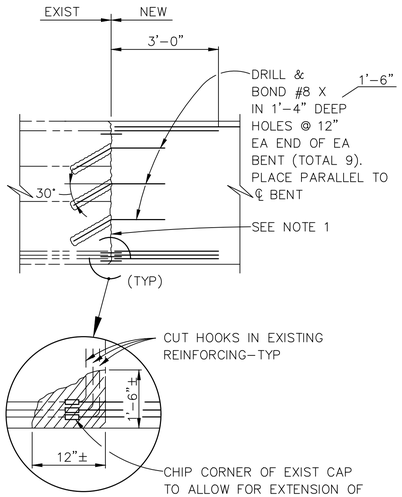
APPROVED BY: GILBERT MARQUEZ, PE, CITY ENGINEER — 3-24-2025 DATE

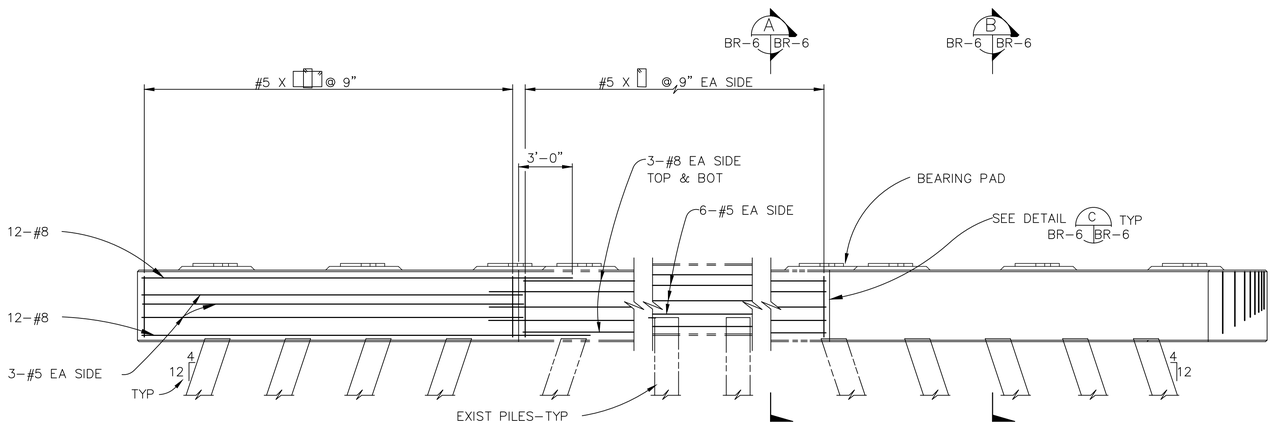


PLAN
1/4"=1'-0"

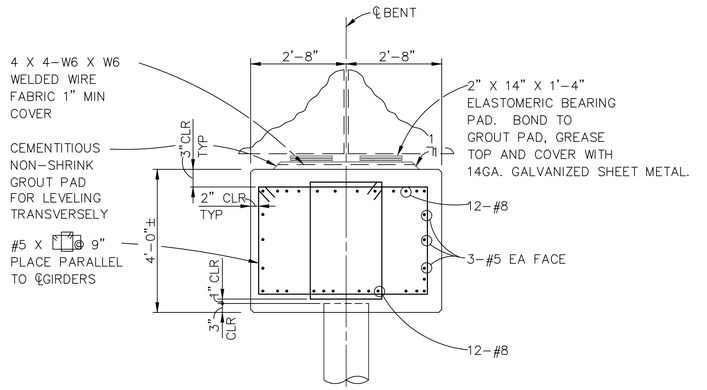


SECTION A BR-6 BR-6
1/2"=1'-0"
(AT EXIST BENT CAP)





ELEVATION
1/4"=1'-0"



SECTION B BR-6 BR-6
1/2"=1'-0"
(AT NEW BENT CAP)

DETAIL C BR-6 BR-6
NO SCALE

NOTE:

1. WHERE NEW CONCRETE IS PLACED AGAINST EXISTING CONCRETE, EXISTING CONCRETE SURFACE TO BE ROUGHENED TO AN AMPLITUDE OF 1/4", ONLY WHERE SHOWN THUS ~~~~~

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
1 2 3 4 8 12
SCALE: 1/4"=1'-0"
1 2 4 6
SCALE: 1/2"=1'-0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 2-24-25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111–93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

BR-6

CITY OF CARSON

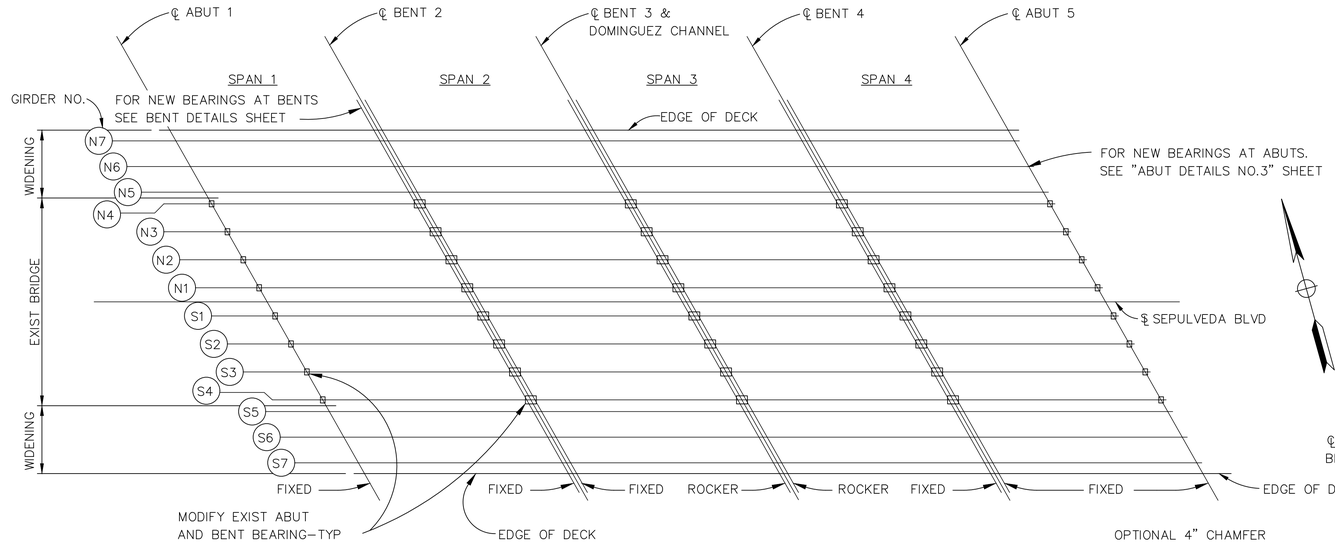
DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
BENT DETAILS

CONTRACT NO.	DRAWING NO.	SHT. 30 OF 36 SHTS.

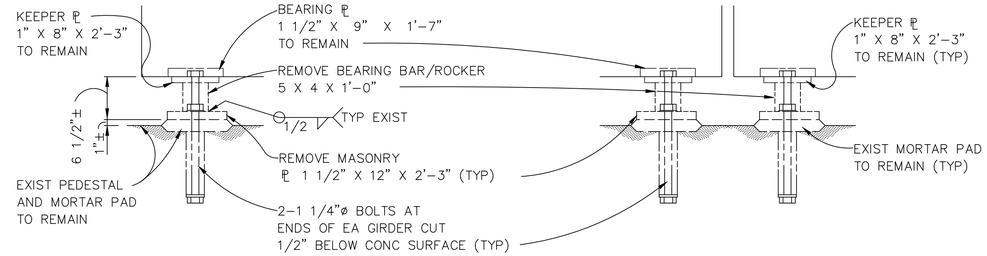
PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO: 349010
DRAWING NAME: X:\ACAD\349010\DWG\LSTRA21B.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2015-12-21
MYLAR PLOT DATE: X



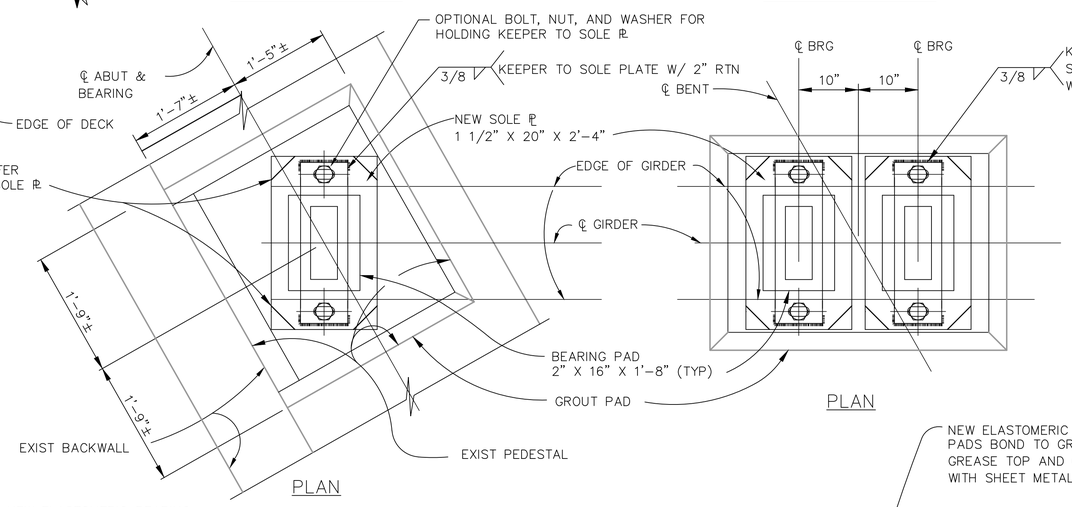
FRAMING PLAN

1"=20'



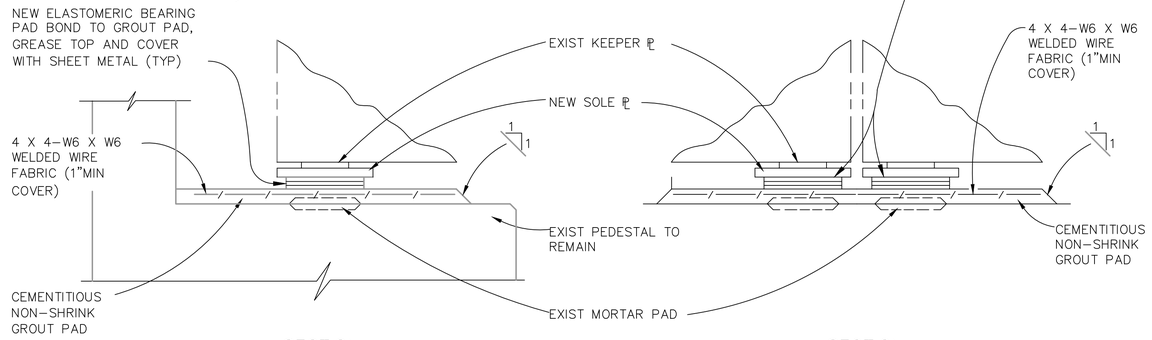
EXISTING BEARING

EXISTING BEARING



PLAN

PLAN



SECTION

SECTION

ABUTMENT BEARING REPLACEMENT–TYPICAL

1"=1'–0"

BENT BEARING REPLACEMENT–TYPICAL

1"=1'–0"

APPROXIMATE GIRDER REACTIONS (KIPS)

GIRDER NO.	LOADING	SPAN 1		SPAN 2		SPAN 3		SPAN 4	
		ABUT 1	BENT 2	BENT 2	BENT 3	BENT 3	BENT 4	BENT 4	ABUT 5
N4	DL	66	86	66	86	66	86	66	86
	LL+I	55	72	55	72	55	72	55	72
N3	DL	50	53	50	53	50	53	50	53
	LL+I	55	58	55	58	55	58	55	58
N2	DL	50	50	50	50	50	50	50	50
	LL+I	55	55	55	55	55	55	55	55
N1	DL	50	50	50	50	50	50	50	50
	LL+I	55	55	55	55	55	55	55	55
S1	DL	50	50	50	50	50	50	50	50
	LL+I	55	55	55	55	55	55	55	55
S2	DL	50	50	50	50	50	50	50	50
	LL+I	55	55	55	55	55	55	55	55
S3	DL	53	50	53	50	53	50	53	50
	LL+I	58	55	58	53	58	55	58	55
S4	DL	86	66	86	66	86	66	86	66
	LL+I	72	55	55	72	72	55	72	55

NOTES:

1. THE WELDING OF THE SOLE PLATE TO THE KEEPER PLATE SHALL BE DONE PRIOR TO INSTALLATION OF THE BEARING PADS.
2. JACK GIRDER JUST SUFFICIENT TO REMOVE ALL LOADS FROM EXIST BEARING BARS AND PROVIDE TEMPORARY SUPPORT PRIOR TO REMOVAL OF EXIST BEARINGS.

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 20 40 60
SCALE: 1"=20'
0 1 2 3
SCALE: 1"=1'–0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 2–24–25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111–93 1960)

REVIEWED AND RECOMMENDED BY:
KENNETH YOUNG, P.E. SENIOR CIVIL ENG. — 3/20/25 DATE

APPROVED BY:
GILBERT MARQUEZ, PE, CITY ENGINEER — 3-24-2025 DATE

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
BEARING RETROFIT DETAILS

CONTRACT NO. | DRAWING NO. | SHT. 31 OF 36 SHTS.

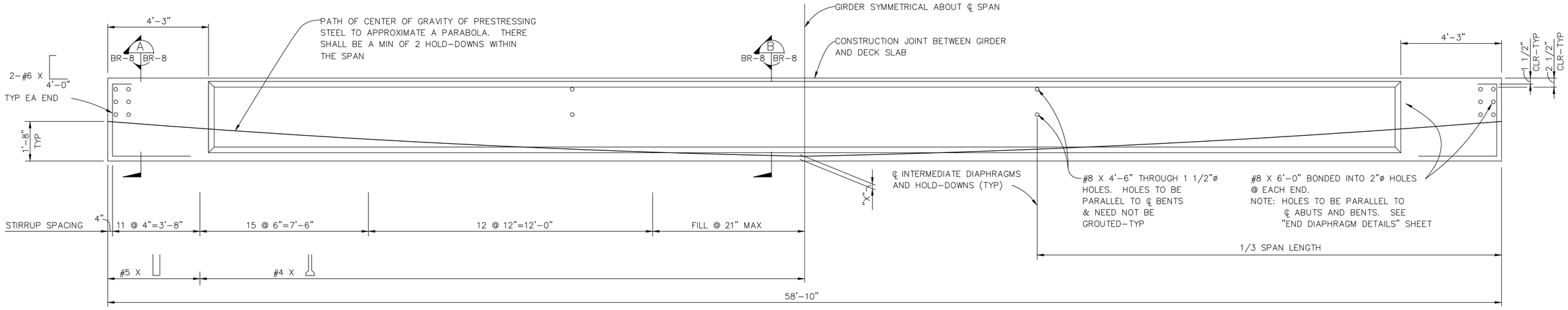
BR–7

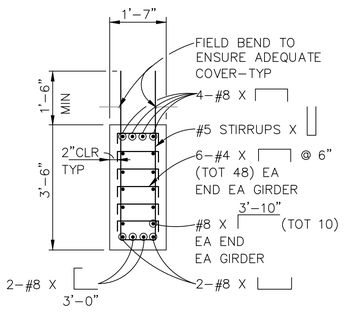
PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010\DWG\STR\ZZBI.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2014–5–20
MYLAR PLOT DATE: X

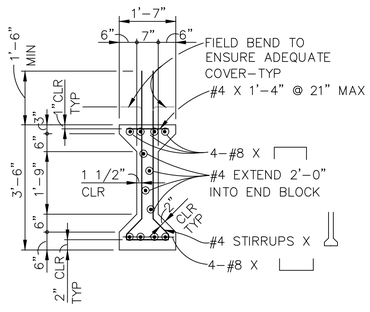
REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, PE, SENIOR CIV. ENG. — 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE, CITY ENGINEER — 3-24-2025 DATE

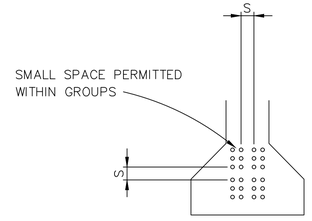




SECTION A
1/2"=1'-0" BR-8 BR-8



SECTION B
1/2"=1'-0" BR-8 BR-8



ELEVATION

1/2"=1'-0"

NOTES:

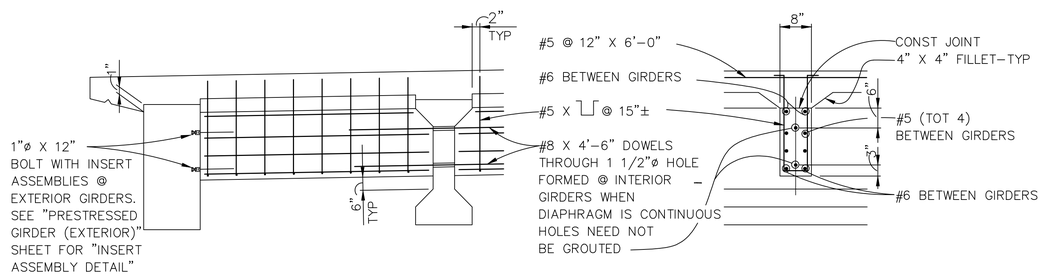
1. STRANDS MAY BE BUNDLED IN GROUPS CONSISTING OF 3 VERTICALLY AND 2 HORIZONTALLY AND SEPARATED AT THE ENDS.
2. THE MINIMUM DISTANCE "S" BETWEEN GROUPS OR INDIVIDUAL STRANDS IS 1 1/2" FOR 3/8" STRANDS, 1 3/4" FOR 7/16" STRANDS AND 2" FOR 1/2" STRANDS.
3. "S" IS MEASURED BETWEEN CENTERS OF ADJACENT STRANDS.
4. APPROVAL IS REQUIRED FOR DEVIATION.

PRESTRESSING NOTES

WORKING FORCE: THE FORCE REQUIRED AT CENTER OF SPAN AFTER ALL LOSSES.
CONCRETE STRENGTH: f'ci IS AT TIME OF INITIAL STRESSING, f'c IS AT 28 DAYS, PSI
DEFLECTION COMPONENTS: INFORMATIONAL – TO BE USED IN SETTING SCREED LINE ELEVATIONS.
SCREED LINE ELEVATIONS FOR DECK CONCRETE WILL BE DETERMINED BY THE ENGINEER.
CONTRACTOR MAY INTERPOLATE "P", & "X" VALUES BETWEEN LIMITS SHOWN, AS APPROVED BY THE ENGINEER.

STRAND: LOW RELAXATION 270 KSI
ASSUMED LOSSES: 35 KSI

GIRDER	P=WORKING FORCE IN KIPS		CONCRETE STRENGTH		DEFLECTION COMPONENTS IN FEET	
			f'ci	f'c	① DECK DL	② RAIL DL
	"X"					
ALL GIRDERS	5"	588	4	5	0.107	0.011



ELEVATION — SECTION

CLEARANCE FOR PRETENSIONED STRANDS

1"=1'-0"

INTERMEDIATE DIAPHRAGM

NO SCALE

NOTE: FOR ADDITIONAL REINFORCING AT UTILITY OPENINGS IN INTERMEDIATE DIAPHRAGMS SEE CALTRANS STD. PLAN B7-10 DETAIL U-5

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 1 2 4 6
SCALE: 1/2"=1'-0"
0 1 2 3
SCALE: 1"=1'-0"

REGISTERED PROFESSIONAL ENGINEER — GILBERT M. GUEVARA — No. C70989 — Exp. 6/30/25 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 2-24-25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

BR-8

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
PRESTRESSED GIRDER (INTERIOR)

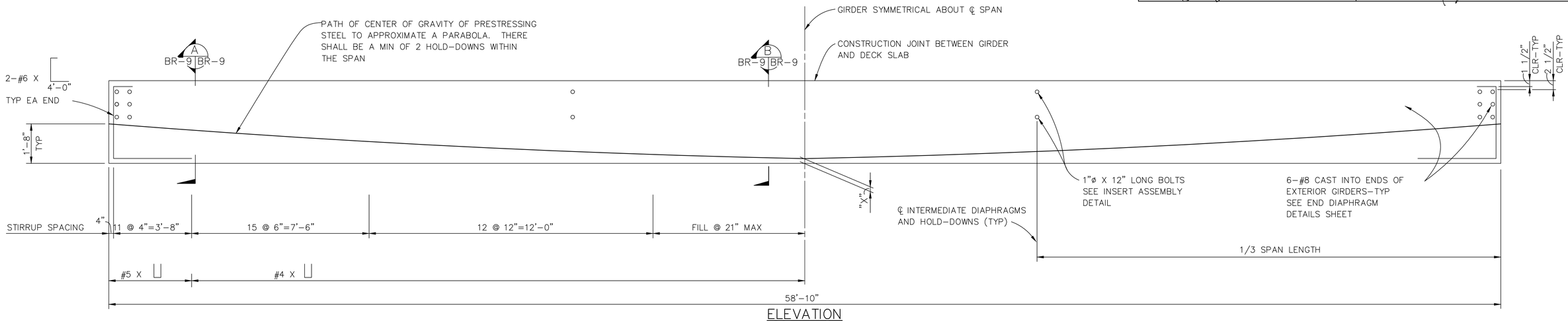
CONTRACT NO. | DRAWING NO. | SHT. 32 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 349010
DRAWING NAME: P:\ACAD\349010\DWG\LSTRAZSB.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2014-5-20
MYLAR PLOT DATE: X

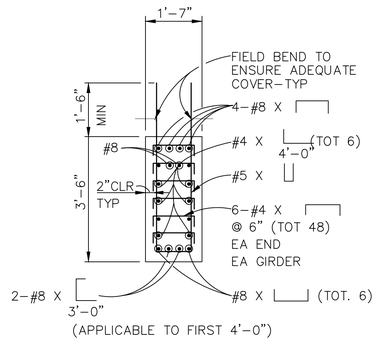
REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, P.E. SENIOR CIVIL ENG. — DATE 3/20/25

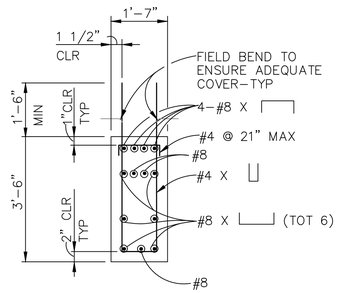
APPROVED BY: GILBERT MARQUEZ, PE, CITY ENGINEER — DATE 3-24-2025

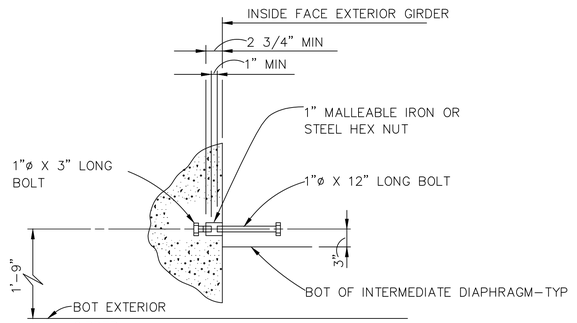


ELEVATION

1/2"=1'-0"







GIRDER	P=WORKING FORCE IN KIPS		CONCRETE STRENGTH		DEFLECTION COMPONENTS IN FEET	
			f'ci	f'c	① DECK DL	② RAIL DL
ALL GIRDERS	"X"		4.0	5	0.08	0.01
	5"	590				

SECTION A

1/2"=1'-0" BR-9 BR-9

SECTION B

1/2"=1'-0" BR-9 BR-9

INSERT ASSEMBLY DETAIL

1"=1'-0"

GENERAL NOTES

DESIGN SPECIFICATIONS: AASHTO LRFD DATED 2007 AND BRIDGE DESIGN SPECIFICATION SUPPLEMENTS BY CALTRANS LRFD DESIGN FOR DECK SLAB AND PRECAST PRESTRESSED I-GIRDERS. LOAD FACTOR DESIGN FOR REST OF THE STRUCTURE

CONSTRUCTION SPECIFICATIONS: STANDARD SPECIFICATIONS STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DATED 2010 AND SPECIAL PROVISIONS

LIVE LOADING: HL-93, ALTERNATIVE AND P LOADING FOR WIDENED PORTIONS OF BRIDGE ONLY

DEAD LOAD: INCLUDES 35 PSF FOR FUTURE WEARING SURFACE

SEISMIC LOAD: PEAK BEDROCK, ACCELERATION = 0.5 G

CONCRETE: TRANSVERSE DECK SLABS
DESIGNED FOR STRENGTH, SERVICE AND EXTREME EVENT LIMIT STATE
PRECAST PRESTRESSED I-GIRDER
SEE PRESTRESSING NOTES ON "PRESTRESSED GIRDER (INTERIOR)" SHEET
PRECAST PRESTRESSED PILES
SEE "FOUNDATION PLAN & PILE DETAILS" SHEET
CIDH PILES F'C = 4000 PSI @ 28 DAYS
OTHER CONCRETE F'C= 4000 PSI @ 28 DAYS

REINFORCEMENT: FY = 60,000 PSI

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

NOTE:
FOR DETAILS NOT SHOWN AND PRESTRESSING NOTES SEE "PRESTRESSED GIRDER (INTERIOR)" SHEET

WHEN PLACING NEW CONCRETE AGAINST EXISTING CONCRETE, ROUGHEN FACE OF EXISTING CONCRETE TO AN AMPLITUDE OF 1/4 INCH

WHEN PLACING CONCRETE AGAINST POLYSTYRENE, PLACE 1/8" THICK MAX HARDBOARD PROTECTION FOR POLYSTYRENE PRIOR TO PLACING CONCRETE

FOUNDATION DESIGN BASED ON TECHNICAL MEMORANDUM PREPARED BY EARTH MECHANICS, INC., DATED AUGUST 20, 2024, PROJECT # 21-146.

UNDERGROUND SERVICE ALERT — CALL: TOLL FREE 811 — TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
SCALE: 1/2"=1'-0"
SCALE: 1"=1'-0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY: PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 2-24-25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. -
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
PRESTRESSED GIRDER (EXTERIOR)

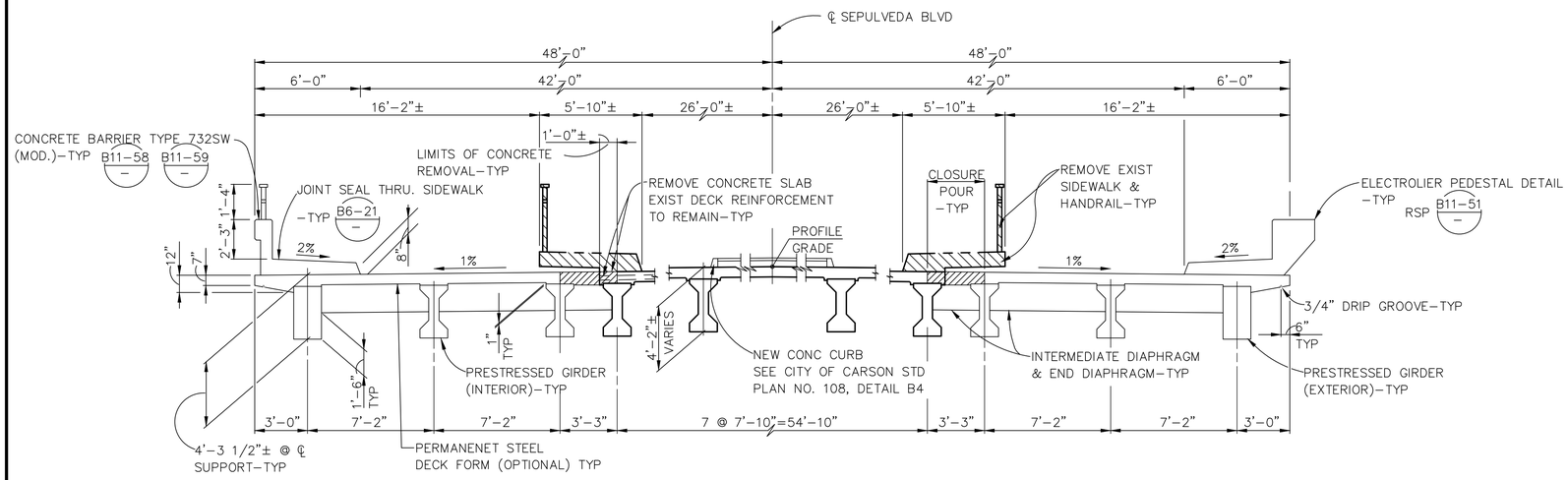
CONTRACT NO. | DRAWING NO. BR-9 | SHT. 33 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO. 349010
DRAWING NAME: X:\ACAD\349010\DWG\LSTRA248.DWG
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2014-5-20
MYLAR PLOT DATE: X

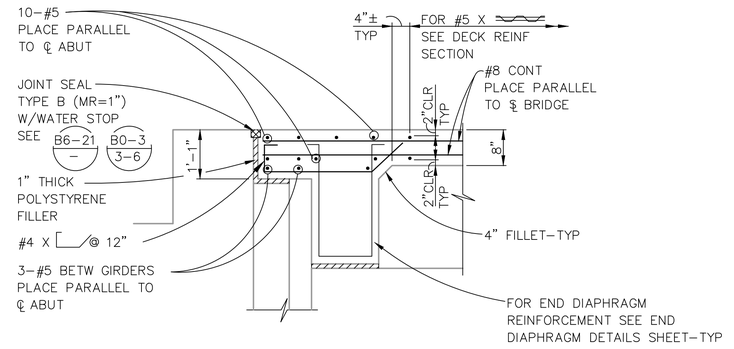
REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, P.E. SENIOR CIVIL ENG. — 3/20/25 DATE

APPROVED BY: GILBERT MARQUEZ, PE, CITY ENGINEER — 3-24-2025 DATE



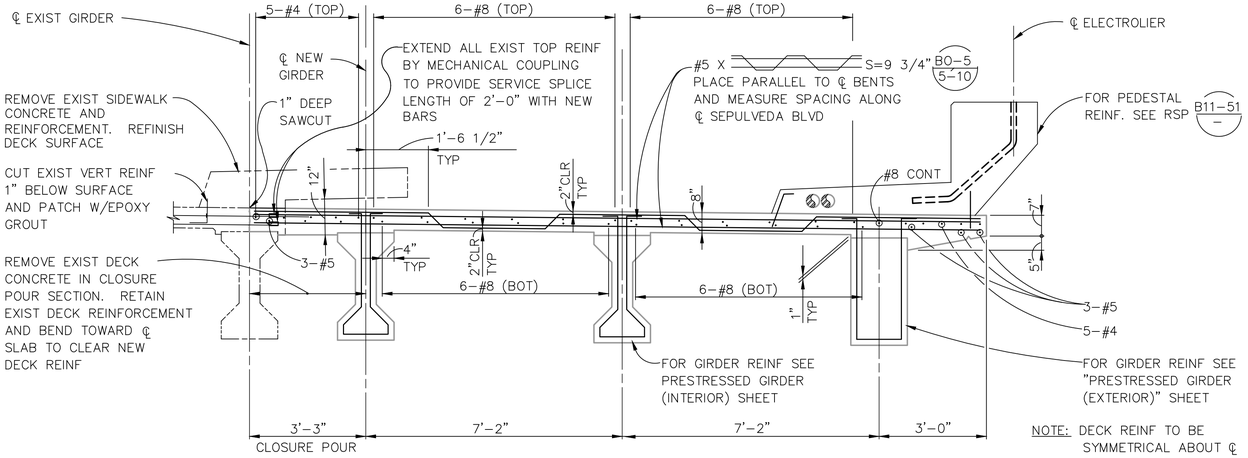
TYPICAL SECTION

1/4"=1'-0"



DECK SECTION AT ABUTMENTS

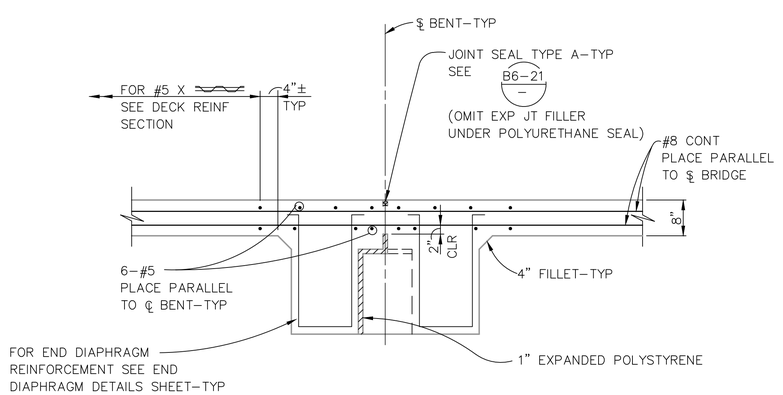
3/4"=1'-0"



TYPICAL DECK REINFORCEMENT SECTION

1/2"=1'-0"

NOTE: DECK REINF TO BE SYMMETRICAL ABOUT ℄ SEPULVEDA BLVD



DECK SECTION AT BENTS

3/4"=1'-0"

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
SCALE: 1/4"=1'-0"
SCALE: 1/2"=1'-0"
SCALE: 3/4"=1'-0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY: PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 2-24-25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. —
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

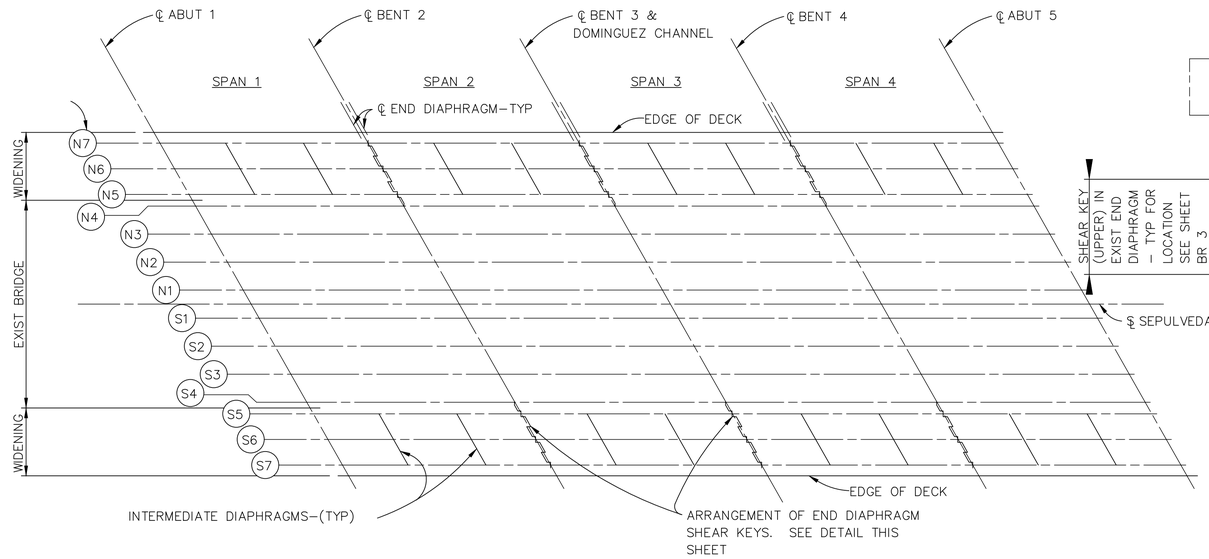
SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
TYPICAL SECTION & DECK REINFORCEMENT

CONTRACT NO. | DRAWING NO. BR-10 | SHT. 34 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

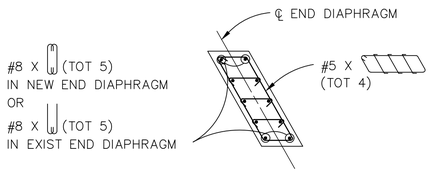
DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010\DWG\LSTRA25B.DWG
PLAN SEQ: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2015-12-21
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, PE, SENIOR CIVIL ENG. 3/20/25 DATE
APPROVED BY: GILBERT MARQUEZ, PE, CITY ENGINEER 3-24-2025 DATE



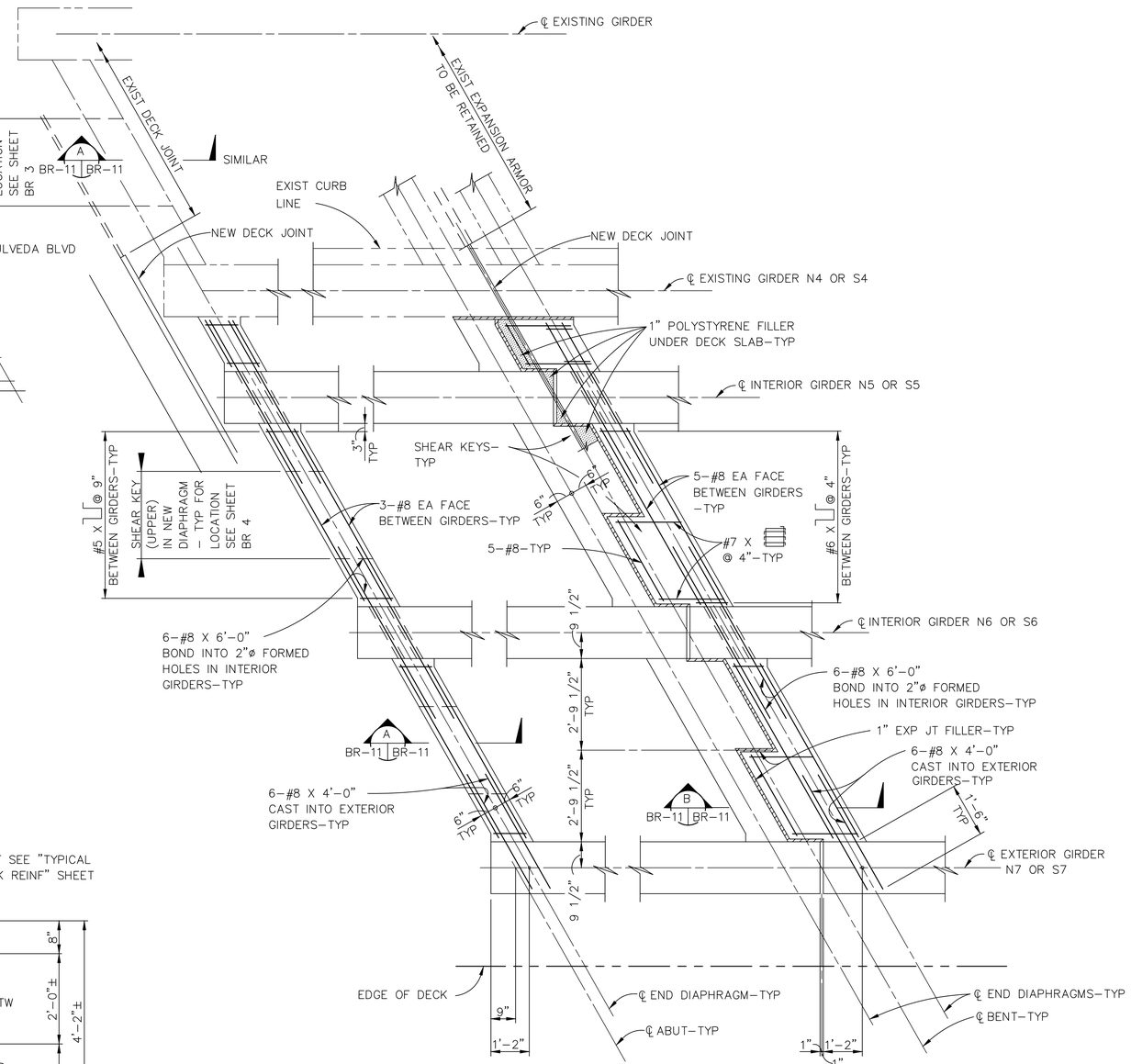
FRAMING PLAN

1"=20'



NOTE:

WHERE NEW CONCRETE IS PLACED AGAINST EXISTING CONCRETE, EXISTING CONCRETE SURFACE TO BE ROUGHENED TO AN AMPLITUDE OF 1/4".

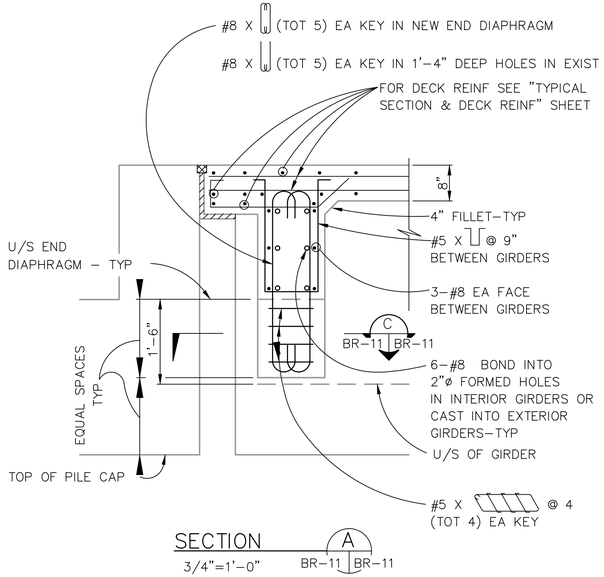


TYPICAL PLAN ON END DIAPHRAGMS

1/2"=1'–0"

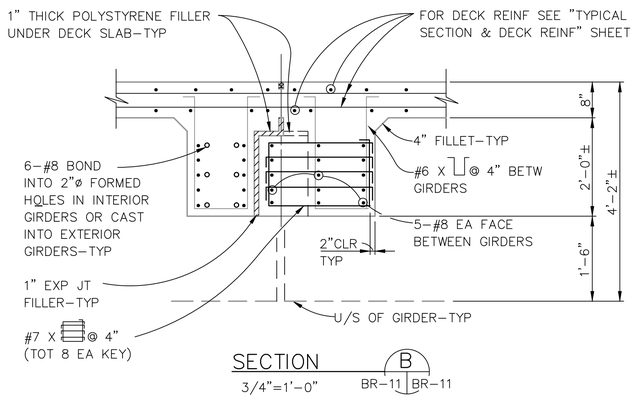
SECTION C

1/2"=1'–0" BR–11 BR–11



SECTION A

3/4"=1'–0" BR–11 BR–11



SECTION B

3/4"=1'–0" BR–11 BR–11

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
SCALE: 1"=20'
SCALE: 1/2"=1'–0"
SCALE: 3/4"=1'–0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 2-24-25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111–93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
END DIAPHRAGM DETAILS

CONTRACT NO. | DRAWING NO. | SHT. 35 OF 36 SHTS.

BR–11

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

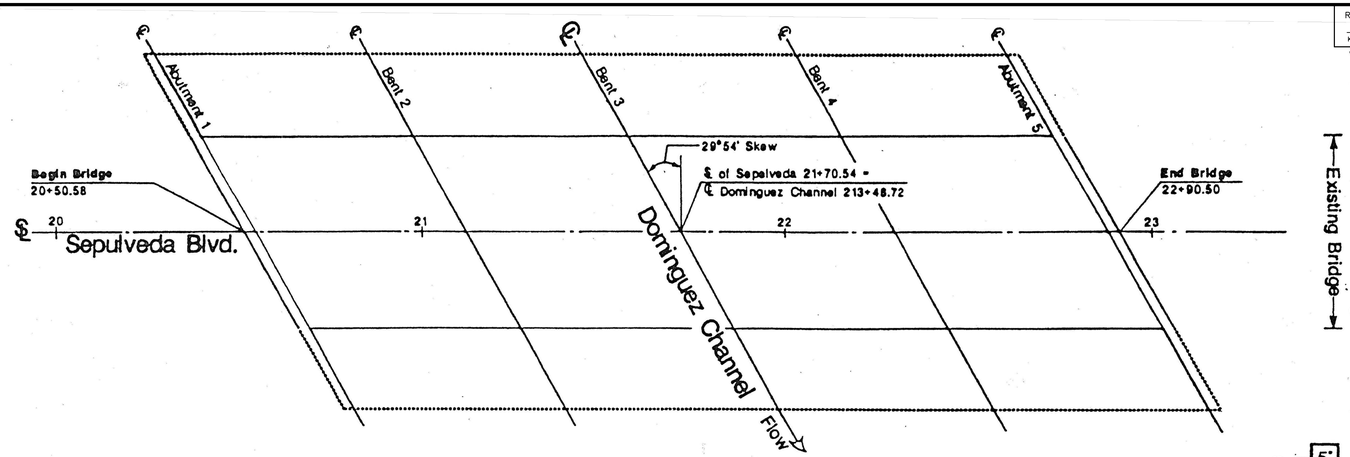
DRAWING LAST UPDATED: 2014–5–20 LATEST MYLAR REVISION DATE: X
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
JOB NO.: 34970
DRAWING NAME: X:\ACAD\34900\DWG\STRADBL.DWG
DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP

REVIEWED AND RECOMMENDED BY: Ken Young — KENNETH YOUNG, PE, SENIOR CIVIL ENG. — 3/20/25 DATE

APPROVED BY: — GILBERT MARQUEZ, PE, CITY ENGINEER — 3-24-2025 DATE

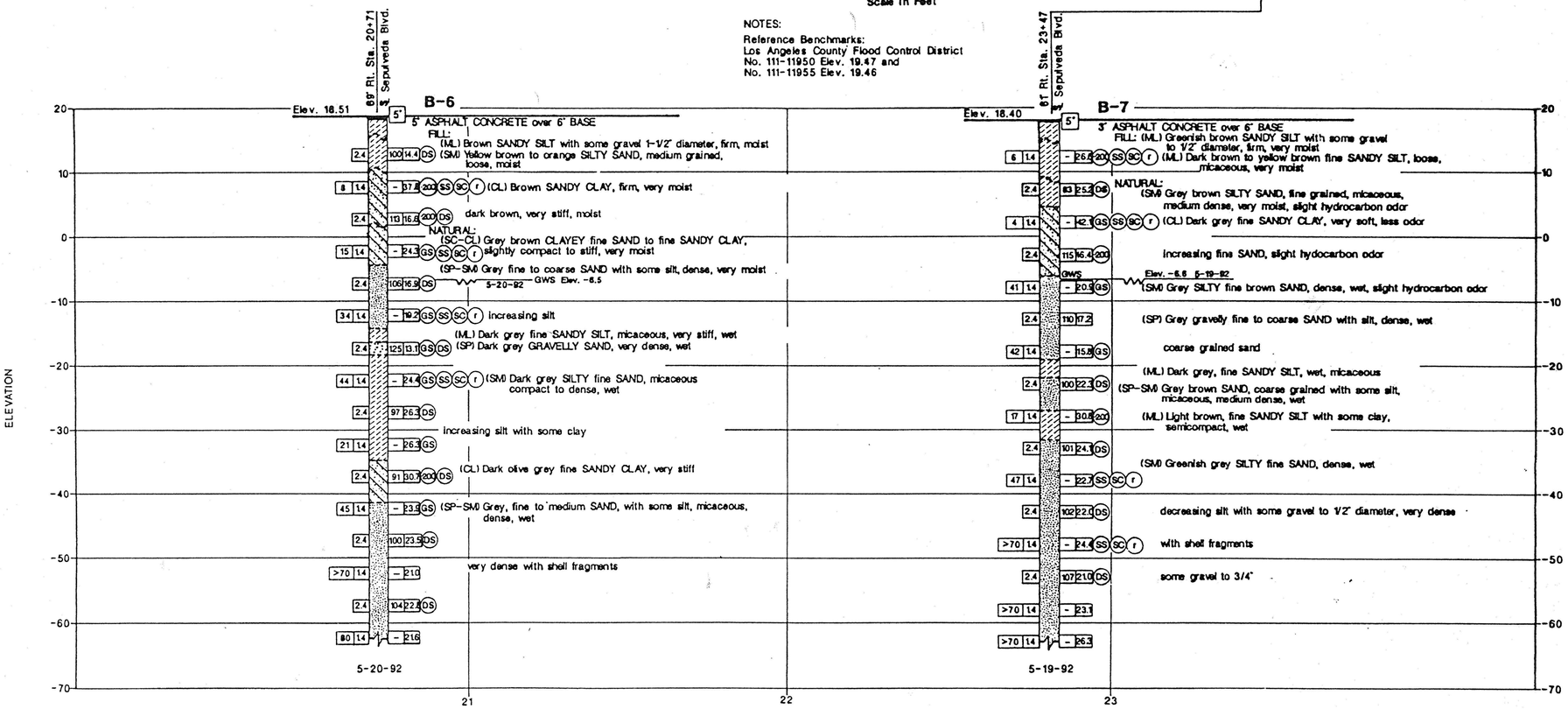
Laboratory Testing

(R) Resistance Value	(SS) Soluble Sulfate	(SC) Soluble Chloride	(-) Resistivity, pH
(GS) Grain Size Distribution	(A) Plasticity Index	(M) Maximum Density	(SE) Sand Equivalent
(CO) Consolidation	(DS) Direct Shear	(200) Wash (-200) Sieve	NSR No Sample Recovery



Plan 0 20 40 Scale in Feet

NOTES:
Reference Benchmarks:
Los Angeles County Flood Control District
No. 111-11950 Elev. 19.47 and
No. 111-11955 Elev. 19.46



BR-12

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
LOG OF TEST BORINGS

CONTRACT NO. | DRAWING NO. | SHT. 36 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 20 40 60
SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — GILBERT M. GUEVARA — No. C70989 — Exp. 6/30/25 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 2-24-25 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. —
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
DRAWING NAME: X:\ACAD\349010\DWG\STRAZBLDWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2014-5-20
MYLAR PLOT DATE: X

Project Name/No.: _____ **Contract No.:** _____
Project Manager: _____ **Approved:** _____

CITY OF CARSON

LOS ANGELES COUNTY, CALIFORNIA

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

PROJECT NO. 675
SEPULVEDA BOULEVARD FROM EAST OF ALAMEDA TO EAST CITY LIMIT

IFB-25-06

Bids must be submitted electronically using PLANET BIDS by 3:00 PM **on Thursday April 2, 2025**

BID

PROJECT NO. : 675

SEPULVEDA BOULEVARD FROM EAST OF ALAMEDA TO EAST CITY LIMIT

BID LETTER (IFB 24-27)

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
CITY OF CARSON
701 EAST CARSON STREET
CARSON, CALIFORNIA, 90745

Mayor and Council Members:

The undersigned declares that he has carefully examined the location of the proposed work and that he has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

CITY'S PROJECT NO.: 675
TITLE: SEPULVEDA BOULEVARD FROM EAST OF ALAMEDA TO EAST CITY LIMIT

in accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction (current edition), and the requirements of the Engineer under said documents, for the prices shown herein. All work shall be completed within **540 working days** from the date the notice to proceed is issued by the Engineer.

BID SCHEDULE – (IFB 24-27)

PROJECT NO. 675

SEPULVEDA BOULEVARD FROM EAST OF ALAMEDA TO EAST CITY LIMIT

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	1	LS	2,100,000	2,100,000
2	Prepare and Implement NPDES/SWPPP	1	LS	125,000	125,000
3	Level 2 Critical Path Method Schedule	1	LS	25,000	25,000
4	Clearing and Grubbing	1	LS	75,000	75,000
5	Unclassified Excavation	4,800 Final Pay	CY	125.00	600,000
6	Unclassified Fill	350 Final Pay	CY	55.00	19,250
7	Traffic Control	1	LS	750,000	750,000
8	Field Office Facility	1	LS	230,000	230,000
9	Provide Compaction Testing for Subgrade and Aggregate Base	1	LS	110,00	110,00
10	Construction Staking and Monument Preservation	1	LS	160,000	160,000
11	Exploratory Investigations	1	Allow	$60,000	$60,000
12	Remove Tree	8	EA	2,750	22,000
13	Root Pruning	9	EA	790	7,110
14	Remove and Backfill Sign Post Foundations	3	EA	2,750	8,250
15	Cold Mill Existing 2" A.C. Pavement	2,000	SF	4.70	9,400
16	Sawcut & Remove Existing P.C.C. Cross Gutter	1,700	SF	9.50	16,150
17	Sawcut & Remove Existing P.C.C. Curb and Curb & Gutter	3,000	LF	23.00	69,000
18	Sawcut & Remove Existing P.C.C. Driveway	6,500	SF	5.40	35,100
19	Sawcut & Remove Existing P.C.C. Sidewalk	12,000	SF	2.80	33,600
20	Sawcut & Remove Existing A.C. Curb	15	LF	145.00	2,175
21	Sawcut & Remove Existing A.C. Pavement	121,500	SF	2.70	328,050

22	Sawcut & Remove Existing P.C.C. Pavement	27,000	SF	2.70	72,900
23	Remove Existing Catch Basin, Storm Drain Pipe Lateral and Cap with Two Courses of Brick and Mortar at Main Line per Plans	1	EA	10,500	10,500
24	Remove Existing Catch Basin and Grate and Conflicting Portions of Pipe	3	EA	10,500	31,500
25	Sawcut & Remove Existing Retaining Wall	20	LF	1,100	22,000
26	Remove Existing Chain Link Fence	1,000	LF	15	15,000
27	Remove Existing Bollard	5	EA	275	1,375
28	Remove Existing Guardrail	110	LF	30.00	3,300
29	Relocate Existing Irrigation Control Box	2	EA	4,200	8,400
30	Relocate Existing Traffic Signal Pull Box	2	EA	1,700	3,400
31	Remove and Replace Traffic Signal Pull Box	3	EA	1,675	5,025
32	Remove Abandoned Petroleum Line	1,500	LF	44	66,000
33	Cut and Cap Abandoned Petroleum Line	6	EA	3,850	23,100
34	Remove Abandoned Petroleum Vault and Valves	1	EA	13,750	13,750
35	Removal and Disposal of Hazardous Waste planet bids has $750,000	1	Allow	$250,000 750,000	$250,000 750,000
36	Adjust Existing Manhole to Finished Grade	12	EA	6,050	72,600
37	Adjust Existing Valve Can and Lid to Finished Grade	10	EA	1,100	11,000
38	Adjust Street Light Pull Box to Finished Grade	11	EA	370	4,070
39	Adjust Water Meter Box to Finished Grade	2	EA	1,100	2,200
40	Adjust Vault to Finished Grade	1	EA	770	770
41	Construct A.C. Pavement Replacement per SPPWC Std. Plan 133-4	7,400	SF	11.00	81,400
42	Construct 3" Class 2 Base	2,750	TON	85.00	233,750
43	Construct 2" & Variable A.C. Pavement	25	TON	330.00	8,250
44	Construct 12.5" Jointed Plain Concrete Pavement	6,100	CY	425	2,592,500
45	Construct 6" A.C. Curb Only Type C (6") per City of Carson Std. Dwg. No. 108	15	LF	475	7,125
46	Construct 6" P.C.C. Curb Only Type A1 per City of Carson Std. Dwg. No. 108	100	LF	135	13,500
47	Construct 8" P.C.C. Curb Only Type A1 per City of Carson Std. Dwg. No. 108	105	LF	125	13,125

48	Construct 6" P.C.C. Curb & Gutter Type B2 per City of Carson Std. Dwg. No. 108	10	LF	110	1,100
49	Construct 8" P.C.C. Curb & Gutter Type A2 per City of Carson Std. Dwg. No. 108 on 6" Class 2 Base	2,950	LF	70	206,500
50	Construct 4" P.C.C. Sidewalk per City of Carson Std. Dwg. No. 117	19,000	SF	13.00	247,000
51	Construct 4" P.C.C. Sidewalk per City of Carson Std. Dwg. No. 118	2,300	SF	12.00	27,600
52	Construct Curb Ramp per SPPWC Std. Plan 111-5 (Case & Type per Plans) with Detectable Warning Surface by Safety Step TD, Alabama Yellow Color.	8	EA	7,100	56,800
53	Construct Concrete Barrier Type 732SW on Retaining Wall on Sheet 8 per Caltrans Std. Plan B11-59	175 Final Pay	LF	235	41,125
54	Construct Parkway Drain No. 1 (Type II) per City of Carson Std. Dwg. No. 300. Dowel Into Existing Parkway Drain After Removing 2' Portion.	2	EA	7,100	14,200
55	Reconstruct Top of Existing Catch Basin per City of Los Angeles Std. Plan S-343-1	1	EA	8,200	8,200
56	Construct Commercial Driveway (Case per Plans) per City of Carson Std. Dwg. No. 111 & 112	4,800	SF	25.00	120,000
57	Construct Modified Alley Intersection per City of Carson Std. Dwg. No. 114 on 6" Class 2 Base. Increase PCC thickness to 8"	850	SF	32.00	27,200
58	Construct Local Depression at Catch Basins (Case per Plans) per SPPWC Std. Plan 313-4	3	EA	2,750	8,250
59	Construct Catch Basin (W=7') per SPPWC Std. Plan 300-4	1	EA	10,500	10,500
60	Construct Catch Basin (W=6.4') per SPPWC Std. Plan 301-4	1	EA	10,200	10,200
61	Construct Catch Basin (WG=13.3') per SPPWC Std. Plan 303-4	1	EA	15,000	15,000
62	Structural Concrete, Retaining Walls	150 Final Pay	CY	1,840	276,000
63	Bar Reinforcing Steel, Retaining Walls	14,000 Final Pay	Lbs	2.40	33,600
64	Install Bollard and Concrete Footing per Sheet 3 of the Plans	3	EA	5,000	15,000
65	Install Powerbond Detectable Warning Surface by Safety Step TD, Alabama Yellow Color	2	EA	2,750	5,500
66	Install 6' High Slat Chain Link Fence with Barbed Wire to Match Existing	760	LF	215.00	163,400

67	Install 12' to 16' High Slat Chain Link Fence with Barbed Wire to Match Existing on Kinder Morgan Property	70	LF	735	51,450
68	Install 10' to 16' High Slat Chain Link Fence with Barbed Wire and Razor Wire to Match on Marathon Property	125	LF	510	63,750
69	Install Curb Drain per City of Carson Std. Dwg. No. 301, Case II Inlet	1	EA	7,150	7,150
70	Install 4" PVC Pipe, Schedule 80	25	LF	165.00	11,550
71	Install Midwest Guardrail System per Caltrans Std. Plan No. A77L1	70	LF	165	11,550
72	Iinstall End Anchor Assembly (Type SFT-M) per Caltrans Std. Plan A77S1	1	EA	2,750	2,750
73	Install 24" R.C.P. Storm Drain Pipe	24	LF	390	9,360
74	Install 36" R.C.P. Storm Drain Pipe	8	LF	685	5,480
75	Construct 24" Concrete Collar per SPPWC Std. Plan 380-4	1	EA	2,750	2,750
76	Construct 36" Concrete Collar per SPPWC Std. Plan 380-4	2	EA	2,750	5,500
77	Plant Strawberry and Crepe Myrtle 24" x 24" Box Tree	37	EA	1,100	40,700
78	Design, Furnish & Install Irrigation System	1	LS	140,000	140,000
79	Construct Transverse Construction Joint for Existing Concrete Pavement per Caltrans Std. Plan P10	80	EA	330	26,400
80	Install Loop Detectors, Type per Plans	19	EA	635	12,065
81	Signing and Striping	1	LS	6,200	6,200
82	TS Improvements at Sepulveda Boulevard & Alameda Street	1	LS	115,000	115,000
83	TS Improvements at Sepulveda Boulevard & Intermodal Way	1	LS	80,000	80,000
BRIDGE STRUCTURE IMPROVEMENTS					
84	Electrical Improvements on Bridge	1	LS	75,000	75,000
85	Structure Excavation (Bridge)	280 Final Pay	CY	600	168,000
86	Structure Backfill (Bridge)	30 Final Pay	CY	5,500	165,000
87	Structural Concrete (Bridge)	700 Final Pay	CY	2,900	2,030,000
88	Bar Reinforcing (Bridge)	370,000 Final Pay	LB	1.30	481,000
89	Bridge Removal (Portion)	1	LS	250,000	250,000

90	Jack Bridge	1	LS	275,000	275,000
91	Modify Bearing	64	EA	3,000	192,000
92	New Bearing	48	EA	1,140	54,720
93	Structural Steel (Bridge)	12,656 Final Pay	LB	11.00	139,216
94	Joint Seal (Type AL)	150	LF	110.00	16,500
95	Joint Seal (Type B-MR=1")	95	LF	190.00	18,050
96	60 Inch Cast-in-Drilled-Hole Concrete Piling	815	LF	850	692,750
97	Pressure Grout Bar Reinforcing	680	LF	120	81,600
98	Drill and Bond Dowel	1,685	LF	36.00	60,660
99	Drill and Bond Dowel (Epoxy) Cartridge	135	LF	55.00	7,425
100	Core Concrete (1 ¾")	785	LF	170	133,450
101	Furnish Piling, 16" Octagonal	1,357	LF	90.00	122,130
102	Drive Pile, 16" Octagonal	24	EA	22,500	540,000
103	Furnish Precast Prestressed Concrete Girder (50'-60')	24	EA	20,000	480,000
104	Erect Concrete Girder (50'-60')	24	EA	5,400	129,600
105	Chain Link Fence (Type CL-6)	68 Final Pay	LF	145.00	9,860
106	Tubular Handrailing (Modified)	469 Final Pay	LF	210	98,490
107	Concrete Barrier (Type 732SW) on Bridge	469 Final Pay	LF	260	168,840
108	Refinish Bridge Deck	664	SF	40.00	26,560
109	Isolation Casing	11220	LB	11.00	123,420
110	Temporary Structure (Temporary Trestle)	1	LS	3,752,449	3,752,449
	GENERAL				
111	Allowance	1	LS	$900,000	$900,000
112	Temporary Fence for Marathon and Kinder Morgan Properties	1000	LF	60.00	60,000

TOTAL BASE BID AMOUNT*	**Figures**	$21,975,300.00
	Words	twenty one million nine hundred seventy five thousand three hundred dollars and zero cents

The undersigned agrees that these Contract Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of days indicated in the Invitation for Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the owner and another contractor, whichever is earlier. The undersigned also agrees that if there is a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern. In case of any discrepancy between the unit price and the extended total, the unit price shall prevail.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of ----------Dollars, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Section 20174, it is agreed a portion equal to the difference between the low bid and bid submitted by the second lowest responsible bidder shall be retained as liquidated damages by the Owner if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance and endorsements within the time provided and Owner awards the Contract to the second lowest responsible bidder. The surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety on the bidder's bond if a bond is used.

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

COMPANY Beador Construction Company, Inc.

SIGNED _____ DATE 04/08/2025

SCHEDULE OF BID ITEMS
Project No. 675

SEPULVEDA BOULEVARD FROM EAST OF ALAMEDA TO EAST CITY LIMIT

NOTE:

All amounts and totals in bid sheet will be subject to verification by the City. In case of variation between the unit price and the totals shown by the bidder, the unit price will be considered as the price.

The information given in the bid sheets is supplied to give an indication of the general scope of work but the accuracy of these figures is not guaranteed. It is understood the information given above is solely for the purpose of comparison of bids and the Contractor's compensation will be computed upon the basis of actual quantities in the complete work, whether they be more or less than those shown herein.

The City has the right to increase or decrease any item in accordance with the Standard Specifications, and also to delete any item from this contract.

The undersigned agrees to execute the contract agreements form and complete the work in every detail as specified in the Contract Documents.

BID

PROJECT NO. **675**

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Invitation for Bids, the Instructions to Bidders, this Bid, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters that can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Bid and he further understands that the Owner will not be responsible for any errors or omissions in the preparation of the Bid.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified, and provided all requirements in regard to bonds and insurance have been satisfied and will complete said work within the time specified in the Bidding Schedule.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance and endorsements within the period of time specified in the Contract Documents.

5. The undersigned certifies that this Bid is genuine and not a sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The award for such work is to be entirely at the discretion of the Owner after evaluation of the bids as submitted. Pursuant to Public Contract Code Section 20174, the undersigned agrees that the Owner shall retain from the undersigned's bid security an amount equal to the difference between the low bid and amount of the bid submitted by the second lowest responsible bidder, and the surplus, if any, shall be returned to the lowest bidder in accordance

with the provisions of the Public Contract Code Section 20174 in the event of his failure or refusal to execute a Contract and furnish required bonds and insurance therefor within the time provided and Owner awards the Contract to the second lowest responsible bidder.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the Owner.

8. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Beador Construction Company, Inc.	David Beador, President
Contractor's Business Name	Contractor Title
2900 Bristol Street, Suite D204	By Title
Business Address: Street	
Costa Mesa, CA 92626	720483- Class A
City State Zip	Contractor's License No. and Classification
951-674-7352	04/08/2025
Business Phone Number	Date
David Beador, President	28 Palazzo
Name Title	Residence: Street
Costa Mesa, CA 92626	951-674-7352
City State Zip	Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

BID
PROJECT NO. 675

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS, WHICH ARE A PART OF THIS BID

The bidder X, proposed subcontractor _____ hereby certifies that he has ___, has not ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BID

PROJECT NO. 675

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has ___, has not** X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California of the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of a Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BID

PROJECT NO. **675**

NONCOLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

ss

County of ~~Los Angeles~~ Orange

David Beador being first duly sworn, deposes and says that he or she is President of Beador Construction Company, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or a sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

Beador Construction Company, Inc.
NAME OF BIDDER

SIGNATURE OF BIDDER

2900 Bristol Street, Suite D204
ADDRESS OF BIDDER

Costa Mesa,	CA	92626
CITY	STATE	ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

CALIFORNIA 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 ORANGE }

On APRIL 9, 2025 before me, DENISE GUTIERREZ, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared DAVID BEADOR
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.

DENISE GUTIERREZ
Notary Public - California
Orange County
Commission # 2441421
My Comm. Expires Mar 16, 2027

Place Notary Seal and/or Stamp Above

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 Denise Gutierrez
Signature of Notary Public

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: NON COLLUSION AFFIDAVIT

Document Date: 4/9/25 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: DAVID BEADOR	Signer's Name: _____
☒ Corporate Officer – Title(s): PRESIDENT	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: BEADOR CONSTRUCTION COMPANY INC.	Signer is Representing: _____

©2019 National Notary Association

PROJECT NO. **675**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Beador Construction Company, Inc., as Principal,
and Great Midwest Insurance Company, as Surety, are
held firmly bound unto the Owner, consisting of one or both of the following described public entities:

[X] ■ The City of Carson, California
[ ] ■ Successor Agency

in the sum of $ TEN PERCENT (10%) of the Total Amount Bid ;
---------- DOLLARS,
(not less than ten percent of total amount of bid)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under the following:

PROJECT NO.: **675**

TITLE: **SEPULVEDA BOULEVARD FROM EAST OF ALAMEDA TO EAST CITY LIMIT**

NOW, THEREFORE, if said Principal is awarded a Contract by said Owner and, within the time and in the manner required in the Specifications for said project, enters into the written form of Contract bound with said Specifications and furnishes the required insurance and bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 24th day of March, 2025.

Beador Construction Company, Inc. (SEAL)
Principal

BY: _____
Signature

Great Midwest Insurance Company (SEAL)
Surety

BY: _____
Signature
Edward N. Hackett, Attorney-in-Fact

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

CALIFORNIA 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 ORANGE }

On APRIL 9, 2025 before me, DENISE GUTIERREZ, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared DAVID BEADOR
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.

DENISE GUTIERREZ
Notary Public - California
Orange County
Commission # 2441421
My Comm. Expires Mar 16, 2027

Place Notary Seal and/or Stamp Above

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 Denise Gutierrez
Signature of Notary Public

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: BID BOND
Document Date: 4/9/25 Number of Pages: 1
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: DAVID BEADOR	Signer's Name: _____
☒ Corporate Officer – Title(s): PRESIDENT	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: Beador Construction Company Inc.	Signer is Representing: _____

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CALIFORNIA CERTIFICATE OF 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 Orange)

On MAR 24 2025 before me, Carly P. Matlock, Notary Public,
(here insert name and title of the officer)

personally appeared Edward N. Hackett,

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.

CARLY P. MATLOCK
COMM. #2423661
Notary Public - California
Orange County
My Comm. Expires Oct. 27, 2026
NRO1 NRO1

Signature Carly Matlock (Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Beador Construction Company, Inc. Bid Bond,

containing 1 pages, and dated MAR 24 2025.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☒ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

© Copyright 2007-2021 Notary Rotary, PO Box 41400, Des Moines, IA 50311-0507. All Rights Reserved. Item Number 101772. Please contact your Authorized Reseller to purchase copies of this form.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Edward N. Hackett, Christine Maestas

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars ($25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 24th Day of March, 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

No. 5780-2

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Great Midwest Insurance Company

of Texas, organized under the laws of Texas, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability,

Workers' Compensation, Common Carrier Liability, Boiler and Machinery,

Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Aircraft

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 4th day of August, 2015, I have hereunto set my hand and caused my official seal to be affixed this 4th day of August, 2015.*

Dave Jones
Insurance Commissioner

By

Valerie Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

BID

PROJECT NO. **675**

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4114 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid **or $10,000, whichever is greater**, the subcontractor's State contractor's license number, and the subcontractor's Department of Industrial Relations (DIR) registration number issued pursuant to Section 1725.5 of the Labor Code, as part of the information submitted for that proposed subcontractor, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

LIST OF PROPOSED SUBCONTRACTORS

["Duplicate Next Page if needed for listing additional subcontractor."]

Name and Address of Subcontractor	Description of Work to be Subcontracted
Name: Ace Fence Company Address: 727 Glendora Avenue, La Puente, CA State License Number: 996577 DIR Registration Number: 1000004092 Class A. B & C-13 Portion of Work (%) 1.99% of bid	Fencing items 26, 28, 66,67, 68,71,72,105,106,112

LIST OF PROPOSED SUBCONTRACTORS CONT'D

Name and Address of Subcontractor

Description of Work to be Subcontracted

Name: Superior Pavement Markings

Address: 5312 Cypress St, Cypress, CA

signing & striping item 81

State License Number: 776306

DIR Registration Number: 1000001476

Class C32,C31,C61

Portion of Work (%) 0.24% of bid

Name and Address of Subcontractor

Description of Work to be Subcontracted

Name: Forefront Deep Foundations, Inc.

Address: 2618 San Miguel Drive, Newport Beach, CA

Furnish & drive piles item 101, 102

State License Number: 1010819

DIR Registration Number: 1000048820

Class A

Portion of Work (%) 2.77% of bid

Name and Address of Subcontractor

Description of Work to be Subcontracted

Name: Pacific Steel Group

Address: 4805 Murphy Canyon Rd, San Diego, CA

Furnish & place rebar items 44,53,54,63,75,76,88,107

State License Number: 997880

DIR Registration Number: 100004101

Class C50

Portion of Work (%) 2.40% of bid

LIST OF PROPOSED SUBONTRACTORS CONT'D

Name and Address of Subcontractor

Description of Work to be Subcontracted

Name : Drill Tech Drilling & Shoring

Address: 2200 Wymore Way, Antioch, CA

State License Number: 745534

DIR Registration Number: 1000004866

Class A, C61, C57

Portion of Work (%) 4.42% of bid

CIDH, items 96,109

Name and Address of Subcontractor

Description of Work to be Subcontracted

Name: California Professional Engineering

Address : 19062 San Jose Ave, La Puente, CA

State License Number: 793907

DIR Registration Number: 1000377609

Class A, C-10, C-20

Portion of Work (%) 0.97% of bid

Electrical items 30,31,38,80,82, 83,84

Name and Address of Subcontractor

Description of Work to be Subcontracted

Name : Mammoth Precast Solutions

Address :4650 Business CEnter Dr, Fairfield, CA

State License Number : 1128023

DIR Registration Number: 2000006274

Furnish precast prestressed girders and erect girders bid items 103,104

Class A, B

Portion of Work (%) 2.56% of bid

BID

PROJECT NO. **675**

CONSTRUCTION PROJECT REFERENCE

The bidder is required to supply the following information.
(Additional sheets may be attached if necessary.)

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed or in progress within the last 24 months.

Company Name: Beador Construction Company, Inc.

Address: 2900 Bristol Street, Suite D204, Costa Mesa, CA 92626

Telephone: 951-674-7352

Type of Firm: Corporation
(Individual, Partnership, or Corporation)

Contractor's State License Classification 720483 Expiration date 07/31/2026

Contractor's DIR No. 1000009909

Corporate organized under the laws of the State of California

List the names and addresses of all members of the firm, or names and titles of all officers of the corporation David Beador- President, Manager, Treasury, Secretary

Number of years as a contractor in construction work of this type: 28 years

Three projects of this type recently completed:

Project 1
Project Location 12-0Q39A4 Contract Amount $ 6,064,700.00

Type of Project Bridge Work Date Completed 07/18/2024

Contact person Adrian Wu Phone Number 949-279-8488

Project 2
Project Location 12-0N8604 Contract Amount $ 6,840,280.12

Type of Project Bridge Work Date Completed 03/22/2022

Contact person Jay Joubeen Phone Number 949-279-8638

Project 3

Project Location Route 103 in LA at Union Pacific Contract Amount $ 19,424,700

Type of Project Bridge Work Date Completed In Progress

Contact person Thang Ton Phone Number 562-916-7962

Bidder's Signature _____

NOTE: If requested by the Owner, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature _____

BID

PROJECT NO. **675**

BIDDER'S ASSURANCE

FROM:

Name of Bidder: Beador Construction Company, Inc.

Business Address: 2900 Bristol Street, Suite D204, Costa Mesa, CA 92626

Telephone No: (951) 674-7352

TO:

Members of the Owner's Legislative Body
C/o City Hall
City of Carson, California

Members of the Owner's Legislative Body:

Pursuant to your published Invitation for Bids for:

PROJECT NO.: **675**

TITLE: **SEPULVEDA BOULEVARD FROM EAST OF ALAMEDA TO EAST CITY LIMIT**

The undersigned declares that he has carefully examined the location of the proposed work; that he has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders; and hereby proposes to furnish all materials, machinery, tools, labor, and services, and do all the work necessary to complete the project in accordance with said Plans and Specifications, and other Contract Documents, at the item prices on the bidding schedule.

BY: David Beador TITLE: President

BID

PROJECT NO. **675**

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the Owner, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM Beador Construction Company, Inc.

TITLE OF PERSON SIGNING President

SIGNATURE

DATE 04/09/2025

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

Beador
Construction
Company, Inc.

CAL/OSHA CERTIFICATION

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

SUBJECT: PROJECT NO. **675: SEPULVEDA BOULEVARD FROM EAST OF ALAMEDA TO EAST CITY LIMIT**

Dear City Manager:

This is to confirm that [name of company] has provided all required and necessary safety training to its employees related to the equipment to be utilized and work contemplated as described in the Invitation for Bids, and that all employees are familiar with the safety regulations pertaining to the work, in compliance with any and all Cal/OSHA regulations and mandates.

Sincerely,

(Name of Construction Company)

By: Beador Construction Company, Inc.
(Name and Title of Authorized Executive)

David Beador
President

Contractor's State License No: 720483

Project Name: Sepulveda Boulevard from East of Alameda to East City Limit

2900 Bristol Street, Suite D204 Costa Mesa, CA 92626 • (951) 674-7352 • Fax (951) 674-7495 •
CA License #720483-A • UT License #12180268-5501 E100 • MT License #268800

Beador Construction Company, Inc.

Project Labor Agreement
Letter of Assent

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

SUBJECT: PROJECT NO. **675: SEPULVEDA BOULEVARD FROM EAST OF ALAMEDA TO EAST CITY LIMIT**

Dear City Manager:

This is to confirm that [name of company] agrees to be party to and bound by the City of Carson Project Labor Agreement executed March 4, 2020 (Agreement), as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

(Name of Construction Company)

By: David Beador, President
(Name and Title of Authorized Executive) David Beador President

Contractor's State License No: 720483
Project Name: Sepulveda Boulevard from East of Alameda to East City Limit

2900 Bristol Street, Suite D204 Costa Mesa, CA 92626 • (951) 674-7352 • Fax (951) 674-7495 •
CA License #720483-A • UT License #12180268-5501 E100 • MT License #268800

FAIR EMPLOYMENT PRACTICES DOCUMENTS

PROJECT NO. 675

SEPULVEDA BOULEVARD FROM EAST OF ALAMEDA TO EAST CITY LIMIT

To Be Submitted

By The Low Bidder

WITHIN THREE WORKING DAYS FOLLOWING

OPENING OF BIDS

FAIR EMPLOYMENT PRACTICES

PROJECTS NO. **675**

INSTRUCTIONS

The Fair Employment Practices in Contracts, as adopted by Owner, requires that the Owner not do business with any firm that discriminates against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Accordingly, every contract or subcontract of the Owner in excess of $10,000 for public works, or for goods and services, must be accompanied by a Certificate of Non-Discrimination, obligating the contractor or subcontractor to observe the requirements specified therein.

In addition to the Certificate of Non-Discrimination, the Fair Employment Practices in Contracts also requires that the lowest responsible bidder undertake an affirmative course of action to promote equal employment opportunities and to ensure that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Completion of the attached compliance report will satisfy this requirement. The apparent successful low bidder and each of its subcontractors must submit one copy of the compliance report to the City Engineer, Carson City Hall, 701 East Carson Street, Carson, California 90745, within three days after the opening of bids.

Ref: Resolution No. 83-008 ADOPTED 1/17/83

FAIR EMPLOYMENT PRACTICES

PROJECTS NO. **675**

CONTRACTOR COMPLIANCE REPORT

This report must be completed by prime contractor and each subcontractor. Complete all items unless otherwise instructed. Use additional sheets if necessary. Submit one copy of the completed report to Owner:

C/o Engineering Services – Kenneth Young, Senior Civil Engineer
Public Works Department (PWD)
Carson City Hall
701 East Carson Street
Carson, CA 90745

PART I. FIRM DESCRIPTION

1. Circle one: (Prime Contractor) Subcontractor

2. Name of Firm: Beador Construction Company, Inc.

3 Address: 2900 Bristol Street, Suite D204, Costa Mesa, CA 92626

4. Name and address of principal official or manager:
David Beador 28 Palazzo, Newport Beach, CA 92660

5. Name and address of home office, if different from above:

6. Person completing this form:

Signature:
Name and Title: David Beador, President
Business Telephone: (951) 674-7352
Date: 04/09/2025

PART II: POLICIES AND PRACTICES (Circle proper answer)

1. Yes No Have you informed company officials and representatives regarding the non-discrimination provisions of the Owner's contracts?

2. Yes No Do your solicitations or advertisements for employment specify that you are an equal opportunity employer?

3. Yes No Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? If so, please enumerate:

JOB CATEGORY	TRAINING PROGRAM	W	B	H	A	AI	M	F	TOTAL

W = White B = Black H = Hispanic A = Asian AI = American Indian
M = Male F = Female

4. Yes No Are any apprentices obtained from sources outside the employer's work force? If yes, have you circulated information about apprenticeship openings or opportunities to the following?

Yes (No) State Employment Offices

Yes (No) Newspapers or other media

Yes (No) High schools, including those in minority group areas

(Yes) No Local trade or vocational schools

Yes (No) Agencies and organizations specializing in minority employment

If there are any apprenticeship programs, please list, along with ethnic breakdown:

JOB CATEGORY	TRAINING PROGRAM	W	B	H	A	AI	M	F	TOTAL

5. (Yes) No If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the non-discrimination provisions of the Owner's contracts?

6. Identify (names and addresses) the employment agencies, personnel recruitment organizations, newspaper advertising, or other non-union sources from which the company recruits its personnel.

NAME	ADDRESS

7. (Yes) No Do you have a collective bargaining agreement with a labor union or other organization? If yes, specify the union or organization.
Cement masons, carpenters, laborers, operating engineers

8. (Yes) No Does your company's collective bargaining agreement or other contract or understanding with a labor union or other working organization include a provision for non-discrimination in employment?

9. Remarks: Use this space for comment on any answers you have supplied.

PART III A: EMPLOYMENT FIGURES (1)

Name of Firm: Beador Construction Company, Inc.

Project Name: Sepulveda Boulevard from East of Alameda to East City Limit

Date Form Submitted: 04/09/2025

Person Submitting Form: David Beador

Check One: Submit separate forms for company makeup (page 22), and for specific project makeup (page 23)

(X) Permanent makeup of company

( ) Estimated makeup of employees on this specific project only

			MINORITY GROUPS*					
JOB CATEGORIES	TOTAL EMPLOYED	WHITE	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN	M	F
OFFICERS & OFFICIALS	1	1					1	
PROFESSIONAL (2)								
CLERICAL & OFFICE	4	1		3				4
FIELD SUPERVISOR								
SKILLED/SPECIFY TRADE								
A								
B								
C								
D								
SEMI-SKILLED (3)								
UNSKILLED (4)								
TOTAL ITEMS 1-7								

(1) This report must be completed by prime contractor and each subcontractor.

(2) Occupations requiring college education or equivalent experience: e.g., accountants, architects, scientists, teachers, etc.

(3) Workers who operate equipment or perform factory-type duties of intermediate skill level: e.g., auto attendants, laundry operators, truck drivers, etc.

(4) Works in manual occupations: e.g., laborers performing lifting, digging, mixing or loading operations, etc.

* An employee may be included in the minority group in which he/she appears to belong, or is regarded in the community as belonging. Eliciting information as to the racial or ethnic identity of an employee by direct inquiry is not encouraged.

PART III A: EMPLOYMENT FIGURES (1)

Name of Firm: Beador Construction Company, Inc.

Project Name: Sepulveda Boulevard from East of Alameda to East City Limit

Date Form Submitted: 04/09/2025

Person Submitting Form: David Beador

Check One: Submit separate forms for company makeup (page 22), and for specific project makeup (page 23)

(X) Permanent makeup of company

( ) Estimated makeup of employees on this specific project only

			MINORITY GROUPS*					
JOB CATEGORIES	TOTAL EMPLOYED	WHITE	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN	M	F
OFFICERS & OFFICIALS	1	1					1	
PROFESSIONAL (2)								
CLERICAL & OFFICE	4	1		3				4
FIELD SUPERVISOR								
SKILLED/SPECIFY TRADE								
A Carpenters	62	6		56			60	
B Cement Masons	12	1		11			12	
C Operators	7	1		6			7	
D Laborers	25	4		21			25	
SEMI-SKILLED (3)								
UNSKILLED (4)								
TOTAL ITEMS 1-7								

(1) This report must be completed by prime contractor and each subcontractor.

(2) Occupations requiring college education or equivalent experience: e.g., accountants, architects, scientists, teachers, etc.

(3) Workers who operate equipment or perform factory-type duties of intermediate skill level: e.g., auto attendants, laundry operators, truck drivers, etc.

(4) Works in manual occupations: e.g., laborers performing lifting, digging, mixing or loading operations, etc.

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PART III B: EMPLOYMENT FIGURES (1)

Name of Firm: Beador Construction Company, Inc.

Project Name: Sepulveda Boulevard from East of Alameda to East City Limit

Date Form Submitted: 04/09/2025

Person Submitting Form: David Beador

Check One: Submit separate forms for company makeup (page 22), and for specific project makeup (page 23)

( ) Permanent makeup of company
(X) Estimated makeup of employees on this specific project only

			MINORITY GROUPS*					
JOB CATEGORIES	TOTAL EMPLOYED	WHITE	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN	M	F
OFFICERS&OFFICIALS	1	1					1	
PROFESSIONAL (2)								
CLERICAL & OFFICE								
FIELD SUPERVISOR								
SKILLED/SPECIFY TRADE								
A								
B								
C								
D								
SEMI-SKILLED (3)								
UNSKILLED (4)								
TOTAL ITEMS 1-7								

(1) This report must be completed by prime contractor and each subcontractor.
(2) Occupations requiring college education or equivalent experience: e.g., accountants, architects, scientists, teachers, etc.
(3) Workers who operate equipment or perform factory-type duties of intermediate skill level: e.g., auto attendants, laundry operators, truck drivers, etc.
(4) Works in manual occupations: e.g., laborers performing lifting, digging, mixing or loading operations, etc.

- An employee may be included in the minority group in which he/she appears to belong, or is regarded in the community as belonging. Eliciting information as to the racial or ethnic identity of an employee by direct inquiry is not encouraged.

PROJECT NAME & Description	OWNER, Address & WDs	PHONE NUMBER CONTACT PERSON	Email	PROJECT MGR PHONE NUMBER	PROJECT SUPT PHONE NUMBER	CONTRACT AMOUNT	Original Completion Date	DATE COMPLETION		Final Contract Amount
07-313804 - Install RCP & Corrugated meta Route 110 near Redondo Beach Blvd	Caltrans 07-313804	Edgar Hernandez 310-609-0364	edgar.herrera@dot.ca.gov	David Beador 951-674-7352	Adam Prieto 714-552-5818	$1,078,700.00		Start 12/5/19 Complete 01/16/20	Drainage Jobs	$1,123,255.76
07-299104-Replace roadside sign & pavement marking, construct catch basin Route 1, Long Beach at Los Alamitos Traffic Circle	Caltrans 07-299104	Fuad Aziz 310-403-9746	fuad.aziz@dot.ca.gov	David Beador 951-674-7352	Ramiro	$459,300.00		Start 2/17/20 Complete 04/08/20	Drainage Jobs	$493,939.81
07-1XH504 - Emergency Caltrans Route 5/118	Caltrans-Emergency job 07-1XH504	Kalyanakrishnan Venkataraman 818-262-8853	Kalyanakrishnan.Venkataraman@dot.ca.gov	David Beador 951-674-7352	Bodean Matheson 619-889-0515	$75,000.00		Start 6/29 Complete 7/10/20	Emergency Job	$42,248.59
County of Riverside Temescal Canyon Widening Projects – Project No. C5-0072, C6-0066 & B9-0988 Widening, Slurry & Drainage improvements	County of Riverside 2950 Washington St., Riverside 92504	Hector Davila 951-955-6885	hedavila@rivco.org	David Beador 951-674-7352	Adam Prieto 714-552-5818	$13,581,730.00		Start 12/10/18 Completed 11/02/20	Widening, Slurry Drainage Job	$15,807,379.92 FINAL
07-313604-Remove & Replace RCP Route 5 and Angeles National Forest	Caltrans 07-313604 - 30WD's	Ridwan Salman 661-257-0273	ridwan.salman@dot.ca.gov	David Beador 951-674-7352	Larry Coleman 760-908-5129	$1,174,700.00		Start 06/01/20 Completed 9/2/20	Drainage Jobs	$1,293,257.03
07-4W8204 - Replace structural concrete bridge and place concrete barrier Route 101 in Camarillo at Central Ave OC	Caltrans 07-4W8204 - 180 WD's	Saeid Shakeri 213-808-7976	saeid.shakeri@dot.ca.gov	David Beador 951-674-7352	Ramiro Acevedo	$1,155,300.00		Approved 06/22/20 Start 09/28/20 completed	Bridge Work girder replacement	$1,156,087.69
08-1M0104 - replace signs Route 215 at Beech Avenue, Fontana	Caltrans-Emergency job 08-1M0104	Vu Nguyen	vu.thanh.nguyen@dot.ca.gov	David Beador 951-674-7352	Bodean Matheson	$29,316.88		Start 10/4/21 Completed 10/6/21	Emergency Job	$29,316.88
City of Rancho Santa Margarita Santa Margarita Parkway Hinge Bridge– From San Sebastian to SR-241	City of Rancho Santa Margarita 180 WD's 22112 El Paseo, Rancho Santa Margarita, CA 92688	Tri Nguyen 949-635-1813	tnguyen@cityofrsm.org	David Beador 951-674-7352	Adam Prieto / Ron	$2,536,700.00		Start 07/07/20 Completed: 8/19/2021	Bridge Work Methacrylate	$2,412,109.04
07-309304 - Reinforce Concrete Bridge Route 210/405/605	Caltrans 07-309304 - 200 WD's	Michael Chou 626-339-1601 x-104	michael.chou@dot.ca.gov	David Beador 951-674-7352	Ron/Larry/BoDean	$5,812,300.00		Start 01/07/21 - Completed Completed - May 2022	Bridge Work Shoulder paving	$6,057,899.50
08-1H7704 - Install sign structure, HMA, modify ramp metering & retaining wall Route 215 at Orange Show Rd in San Bernardino	Caltrans 08-1H7704 - 180 WD's	Nick Mineo 951-232-8549	nicholas.mineo@dot.ca.gov	David Beador 951-674-7352	Jason Beesmer	$5,559,700.00		Approved 06/30/20 - must start w/in 55 days - Start 10/12/20 - Completed	AC Resurfacing Jobs Retaining Wall	$5,690,013.18
County of Santa Barbara 18117C/820763-2018 Thomas Fire Debris Flow Repairs & Culver #305 Replacement/ Brooktree Road–On Brooktree Road and Mountain Drive, Santa Barbara, CA	County of Santa Barbara 60WD's 123 East Anapamu Street Santa Barbara, CA 93101	Diana Estorga 805-803-8763	Destorg@cosbpw.net	David Beador 951-674-7352	Ramiro Acevedo	$723,300.00		Start 08/21/21 Completed: 3/15/2022	Drainage Job	$737,105.63
County of Santa Barbara Fernald Point Lane Bridge Replacement #862330-Fernald Point Lane near Romero Creek, Santa Barbara, CA	County of Santa Barbara 230WD's 123 East Anapamu Street Santa Barbara, CA 93101	Steven Manuel 805-803-8762	smanuel@cosbpw.net	David Beador 951-674-7352	Ramiro Acevedo	$2,406,700.00		Start 06/19/21 Completed 06/27/22	Bridge Work	$ 2422396.12 Final
06-1A0404 - Repair bridge bent caps Route 99/137 Separation in Tulare	Caltrans 06-1A0404 - 55 WD's	Javier Huerta (559) 651-8319	javier.huerta@dot.ca.gov	David Beador 951-674-7352	Adam Prieto	$405,700.00		Start 11/15/21 Completed March 2022	Bridge Work	$525,143.92
12-0S0404 - Traffic Safety Devices Route 55 @ various locations in Orange & Anaheim near Katella and Lincoln	Caltrans 12-0S0404 - 70WD's	Nabil Ruda 949-279-8491	nabil.ruda@dot.ca.gov	David Beador 951-674-7352	Adam Prieto	$1,064,700.00		Start 12/3/21 Completed 4/15/22		$1,059,545.03
12-0T8404-Emergency Job Route 405 at MacArthur	Caltrans 12-0T8404	Jay Joubeen 949-279-8638	jay.joubeen@dot.ca.gov	David Beador 951-674-7352	Adam Prieto	$464,000.00		Completed 7/1/22	Emergency Job	$179,038.39
City of Carson 189th Street Pedestrian Bridge-189th Street near Main St, Carson, CA	City of Carson 189th Street - 60WD's	Victor Lopez 310-830-7600	vlopez@carsonca.gov	David Beador 951-674-7352	Adrian Prieto	$506,700.00		Start 5/4/22 Completed 7/1/22	Bridge Work	$ 576,147.62
12-0N8604 - Replace Structural bridge & RW, place HMA Route 73 in Newport Beach from Bison Ave to University Drive	Caltrans 12-0N8604 - 515 WD's	Jay Joubeen 949-279-8638	jay.joubeen@dot.ca.gov	David Beador 951-674-7352	Adam Prieto	$6,700,400.00		Approved 07/23/20 - must start w/in 55 days - Start 10/28/20 - in PE Completed 3/22/2022	Bridge Work Retaining Wall	$6,840,280.12 As of PPE 19
12-0N9204 - upgrade drainage system Route 22 at Haster Street in Garden Grove	Caltrans 12-0N9204 - 90WD's	Dat Pham 949-279-8586	dat.pham@dot.ca.gov	David Beador 951-674-7352		$919,700.00		Start Jan 2022 Completed Nov 2022	Drainage Jobs	$1,017,430.63
04-4J0304 -Install Steel piles, densify soil, construct approach slabs and RSP Route 101 near Gilroy at Sargen Bridge OH	Caltrans 04-4J0304 - 70 WD's, 250 PE days	Thanh Phung 408-569-0404	thanh.d.phung@dot.ca.gov	David Beador 951-674-7352	Victor Olguin	$2,112,300.00		Start 05/02/2022 Completed 1/27/2023	Drainage Job	$2,183,840.37
05-1F8104-Install sheet pile wall and RSP Route 1 in Santa Barbara County near Lompoc at San Antonio Creek Bridge	Caltrans 05-1F8104 - 60WD's	Shoukie Alawar 530-356-7296	shoukie.alawar@dot.ca.gov	David Beador 951-674-7352		$516,700.00		Started 9/8/2022 Completed 11/22/2022	Bridge Work	$413,973.95
12-0S9004 - Clean and inspect culvert, invert paving & pipeliners	Caltrans	Kifah Ramadan	kifah.ramadan@dot.ca.gov	David Beador	Ramiro Acevedo	$550,300.00		Start 06/24/22	Drainage Job	$697,153.65

PROJECT NAME & Description	OWNER, Address & WDs	PHONE NUMBER CONTACT PERSON	Email	PROJECT MGR PHONE NUMBER	PROJECT SUPT PHONE NUMBER	CONTRACT AMOUNT	Original Completion Date	DATE COMPLETION		Final Contract Amount
Route 241 at Hicks Haul Rd, Irvine	12-0S9004 - 60 WD's	949-279-8625		951-674-7352				Completed 1/23/2023		
08-1K5104-Culvert contact grouting, concrete invert paving & misc iron & Steel on Route 15 near Horsethief Canyon in Corona and Route 215 near Murrieta Hot Springs Rd in Murrieta	**Caltrans** 08-1K5104 - 100WD's	Mike Bergevin 951-232-3739	mike.bergevin@dot.ca.gov	David Beador 951-674-7352	Jose Pilar	$699,700.00		Start 05/09/2022 Completed 9/1/2022	**Drainage Job**	$605, 685.00
12-0P7004 - Replace Concrete Channel lining Route 5 at Avenida Pico, San Clemente	**Caltrans** 12-0P7004 - 400 wd's	Arezo Ghiam 949-278-4124	aghiam@fountainheadcorp.com	David Beador 951-674-7352	Adam Prieto	$2,682,300.00		Start 1/11/21 Completed Nov, 2023	**Drainage Job**	$ 2,792,850.00
12-0Q3204 - Concrete Barrier Route 22 in Orange and Santa Ana	Caltrans 12-0Q3204 - 200WD's	Tyrone Taylor 310-308-5405	ttaylor@fountainheadcorp.com	David Beador 951-674-7352	Adam Prieto	$4,769,300.00	2/15/2023	Start 4/25/22 Completed 9/6/2023	**Barrier Work**	$ 4,591,728.01
City of Culver City Mesmer Low Flow Diversion-Mesmer Avenue and Jefferson Blvd, Culver City	City of Culver City Mesmer Low Flow-90WD's	Sean Singletary 213-925-6589	sean.singletary@culvercity.org	David Beador 951-674-7352	Adam Prieto	$1,259,700.00	8/18/2023	Started 9/20/2022 Completed 11/9/2023	**Drainage Job**	$1,261,368.94
City of Orange - Tustin Street, Katella Avenue, & La Veta Avenue Water Quality Storm Drain Improvement Project (D-178) D-178 Tustin St, Katella Ave, La Veta in Orange, CA	City of Orange D-178 Tustin St/Katella Ave- 45 CD's	Salvador Martinez 714-744-5547	smunoz@cityoforange.org	David Beador 951-674-7352	Adam Prieto	$753,300.00	2/10/2023	Started 12/27/2022 Completed 1/9/2023	**Drainage Job**	$601,785.00
County of Santa Barbara -Multiuse trail 864050 Modoc Rd Multiuse-Modoc Road / Via Sedona	County of Santa Barbara 864050-Modoc - 60 WD's	Brent Clavin 805-803-8788	bclavin@countyofsb.org	David Beador 951-674-7352	Jesus Duran	$2,397,300.00	3/1/2023	Start 07/18/22 Completed 5/17/2023	**Drainage Job** **Street Improvements**	$2,685,612.35
City of Thousand Oaks Conejo Canyons Bridge at HCTP at Hill Canyon Road / Treatment Plant - construction of prefabricated bridge	**City of Thousand Oaks** CI 5527 - 270 CD's	Saeed olfaghari 805-449-2441	sfolfaghari@toaks.org	David Beador 951-674-7352	Adam Prieto	$2,155,300.00	1/23/2024	Start Sept 2023 Completed 4/15/2024	**Bridge Work**	$ 2,212,544.44
County of Santa Barbara #820786-Alisal Fire Damage Repair-Refugio Road, Santa Barbara	**County of Santa Barbara** 50WD's 123 East Anapamu Street Santa Barbara, CA 93101	Steven Manuel 805-803-8762	smanuel@cosbpw.net	David Beador 951-674-7352	Adam Prieto	$387,700.00	7/28/2023	Started 5/16/2023 Completed 7/3/2023	**Drainage Job**	$393,417.79
City of Solana Beach 2022-03-Lomas Santa Fe Drive Bridge Repairs Lomas Santa Fe, Solana Beach	City of Solana Beach - 45 WD's 635 South Highway 101, Solana Beach, CA 92075	Jim Greenstein 858 720-2476	jgreenstein@cosb.org	David Beador 951-674-7352	Adam Prieto	$153,300.00	7/6/2023	Start 5/1/2023 Completed 5/22/2023	**Bridge Work**	$154,746.00
City of Corona Water Reclamation Facility No. 2 - paving & drainage improvements	City of Corona - 60WD's 400 S. Vicentia Ave, Corona, cA	Julianna Zaleski 951-736-2264	julianna.zaleski@coronaca.gov	David Beador 951-674-7352		$1,475,700.00	5/15/2023	Start 1/31/2023 Completed 6/16/2023	**Drainage Job**	$1,579,858.90
County of Santa Barbara - 2023 Storm Damage Repairs Gibraltar Rd Gibraltar Road, Santa Barbara	County of Santa Barbara 50WD's 123 East Anapamu Street Santa Barbara, CA 93101	Brent Clavin 805-803-8788	bclavin@countyofsb.org	David Beador 951-674-7352	Adam Prieto	$2,565,300.00	8/21/2023	Start 6/23/2023 Completed 08/04/2023	**Drainage Job**	$2,593,437.09
City of Laguna Beach Bluebird Canyon Drive-Blubird Canyon , Laguna Beach	City of Laguna Beach 150 WDs 505 Forest Avenue, Laguna Beach	Pierre Sawaya 949-497-0751	psawaya@lagunabeachcity.net	David Beador 951-674-7352	Adam Prieto	$2,432,300.00	12/22/2023	Start '5/16/23 Completed 12/8/2023	**Drainage Job**	$2,561,262.81
City of Laguna Beach Bluebird Outfall Storm Drain-Bluebird Canyon/PCH , Laguna Beach	City of Laguna Beach 120 WDs 505 Forest Avenue, Laguna Beach	Thomas Perez 949-497-3311	tperez@lagunabeachcity.net	David Beador 951-674-7352	Adam Prieto	$1,123,300.00	3/11/2024	Start 9/18/23 Completed 12/29/2023	**Drainage Job**	$1,185,245.11
City of Encinitas Moonlight Beach Barrels-404 B Street, Encinitas, CA Cleaning existing culverts, repair culverts demolition and construction of gabion wall, remove and replace fencing	City of Encinitas 100 WDs 505 South Vulcan Ave, Encinitas, CA	Leia Cabrera 760-633-2775	lcabrera@encinitas.org	David Beador 951-674-7352	Adam Prieto	$1,194,300.00	11/21/2023	Start 9/6/23 Completed: 12/20/2023	**Drainage Job**	$1,267,366.26
12-0Q39A4 - Route 73/55 Route 73 in Costa Mesa	Caltrans 12-0Q39A4-290 WDs	Adrian Wu 949 279-8488	adrian.wu@dot.ca.gov	David Beador 951-674-7352	Adam Prieto	$6,064,700.00	8/1/2024	Start 9/28/2023 Completed: 07/18/2024	**Bridge Work**	$ 6,222,173.86
07-1XS6A4-Emergency Job Remove/demolish abandoned 21st Street Pedestrian Overcrossing bridge	Caltrans 07-1XS6A4-60 WDs	Edgar Herrera 310-345-6267	edgar.herrera@dot.ca.gov	David Beador 951-674-7352	Adam Prieto	$930,000.00	N/A -Emergency job	Started 1/13/2024 Completed: 06/30/2024	**Emergency Job** **Bridge Work**	N/A emergency
08-1P6404- Rte2 at Sheep Creek (Emergency Job) In Wrightwood, Debris & rock removal, cleaning culvert, & drainage	Caltrans 08-1P640-30 WDs	Shaun Loza (909) 601-4717	shaun.loza@dot.ca.gov	David Beador 951-674-7352	Adam Prieto	$5,000,000.00	N/A -Emergency job	Started 8/21/23 Completed 12/20/23	**Emergency Job** **Drainage Job**	$1,324,914.11
08-1N9404-Route 74 (Emergency Job) Repair culvert on Rte 74, reconstruct embankment & place RSP, replace traffic safety devices	Caltrans 08-1N9404-90 WDs	Omar Sanchez (909) 665-4132	Omar.Sanchez@dot.ca.gov	David Beador 951-674-7352	Adam Prieto	$2,300,000.00	N/A -Emergency job	Started 9/7/2023 Completed 1/8/2024	**Emergency Job** **Drainage Job**	N/A emergency
12-0U6304-Route 1 in Seal Beach (Emergency) Remove existing culverts, replace with RCPs, replace drainage inlets	Caltrans **12-0U6304-30 WDs**	Mike Ezzedine **949 279-8744**	mike.ezzedine@dot.ca.gov	David Beador 951-674-7352	Adam Prieto	$644,000.00	N/A -Emergency job	Started 11/15/2023 Completed: 07/24/2024	**Emergency Job** **Drainage Job**	N/A emergency

PROJECT NAME & Description	OWNER, Address & WDs	PHONE NUMBER CONTACT PERSON	Email	PROJECT MGR PHONE NUMBER	PROJECT SUPT PHONE NUMBER	CONTRACT AMOUNT	Original Completion Date	DATE COMPLETION		Final Contract Amount
County of Santa Barbara-23STM1 Storm Damage Repairs Gibraltar Rd and E. Camino Cielo Rd.	County of Santa Barbara 55 WDs 123 East Anapamu Street Santa Barbara, CA 93101	Jesus Hernandez (805) 803-8797	jehernan@countyofsb.org	David Beador 951-674-7352	Adam Prieto	$2,119,700.00	5/1/2024	Started 2/7/2024 Completed: 5/1/2024	**Drainage Job**	$698,730.46
08-0G6904 - Route 18 at Big Bear Lake Place HMA (Type A), CSP, and structural/minor concrete.	Caltrans 08-0G6904-150 WDs	Alfonso Gonzalez 909-601-4064	alfonso.gonzalez@dot.ca.gov	David Beador 951-674-7352	Adam Prieto	$3,587,300.00	3/22/2024	Start 9/15/23 Completed 8/6/2024	**Drainage Job**	$3,239,756.24
SR 60-Jurupa Valley Soundwall Soundwall	Sequanota Partners, LP. 120 WDS 556 S. Fair Oaks Ave. #337 Pasadena, CA 91105	Javid Sharifi (626) 840-5001	jsharifi@fountainheadcorp.com	David Beador	Adam Prieto	$2,480,000.00	6/28/2024	Started 1/18/24 Completed 11/27/2024	**Retaining Wall** **Soundwall**	$2,476,861.90
City of Compton-Artesia Blvd Bridge Artesia Blvd over Alameda Street and ACTA/UPRR Bridge Repair	City of Compton 180 WDs 205 S. Willowbrook Ave., Compton, CA 90220	John Strickland, Jr. 310-605-5505	jstrickland@comptoncity.org	David Beador 951-674-7352	Adam Prieto	$4,381,300.00	9/18/2024	Started 1/11/2024 Completed 12/24/24	**Bridge Work**	$6,046,837.73

ADDENDUM No. 1
IFB 25-06 PROJECT NO. 675: SEPULVEDA BOULEVARD FROM EAST OF ALAMEDA TO EAST CITY LIMIT

March 13, 2025

To All Bidders: Addendum No. 1 provides the following information and is hereby incorporated into the RFP document by this reference:

1. Extend Q&A Due Date to March 26, 2025 | 02:00 PM
2. Extend Bid Due Date to April 09, 2025 | 03:00 PM
3. Add Revised 00-Front Specifications_24.16.19 PW-675 Sepulveda_02-24-25kp
4. Add Revised 2-Special Provisions_24.12.13 PW675_02-24-25kp
5. Add Revised 3-Technical Provisions_24.12.13 PW675_02-24-25kp
6. Add Revised 349013 Cost Estimate 2025.02.06
7. Add Appendix A-1 SCE Distribution Permanent Relocation
8. Add Appendix A-2 – SCE Distribution Shoofly
9. Add Appendix A-3 SCE Preliminary Transmission Telecom Design
10. Add Appendix A-4 SCE Transmission Shoofly
11. Add Appendix B – City of Carson Standard Plans
12. Add Appendix C – SSPWC Standard Plans
13. Add Appendix D – Caltrans Standard Plans
14. Add Appendix E – City of Los Angeles Standard Plans
15. Add Appendix F – Kinder Mogan L-ENG2370 Chain Link Fences Revised 7-10-19
16. Add Appendix H - Enhanced Electrical Safety Policy
17. Add Appendix I – TEMP TRESTLE Layout
18. Add Appendix J – 2013 Foundation Report
19. Add Appendix K – 2024 Foundation Report
20. Add Appendix L – Sepulveda Bridge As Builts
21. Add Appendix M – Air Products protection – General Requirements – Air Products
22. Add Appendix N-2 – FCDP2021000072 FINAL PLANS
23. Add Appendix O – LA County Storm Policy
24. Add Revised Line Item Import Template 02-24-25kp
25. Add Q&A
26. Add Pre-Bid Meeting Sign-In Sheet

Please sign below and attach this "Acknowledgment of Receipt" of Addendum 1 to submittal documents. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.

Sincerely,

Josilla Togiola
Purchasing Manager
March 13, 2025

ADDENDUM ACKNOWLEDGEMENT:

Proposer Firm Name: Beador Construction Company, Inc.

Authorized Signature: _____ Date: 04/09/2025

poured into the seal course prior to completing the pile pour. This would require a cold joint at isolation casing tip elevation. Please confirm a cold joint and this alternate method of providing a clear isolation void space (seal course and cold joint) is acceptable.	adjacent facilities. Further construction methods will not be provided in the plans.
Reference Sheet 25 of 36, 60" CIDH Pile Detail. Please confirm it is acceptable to install the 16" galvanized steel pipe by drilling into the CIDH pile concrete with an 18-24" auger after it has gained its initial set, placing the pipe, and the pipe exterior and interior with concrete.	This is not feasible as it would not be able to furnish the reinforcement required at the bottom of the steel pipe shown on the typical pile anchor detail.
Is a 16" square concrete pile allowed to be utilized in lieu of a 16" octagonal concrete pile?	This would not be an acceptable equal and would require further investigation by a certified geotechnical engineer and structural engineer.
Regarding the concrete pile extension, please confirm that it is acceptable to utilize either 4'-6" pile strand extensions or 6 # 8 rebar dowels with a 7'-10" embedment.	Not able to respond as no reference to a specific plan sheet is provided.

Please sign below and attach this "Acknowledgment of Receipt" of Addendum 2 to submittal documents. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.

Sincerely,

Josilla Togiola
Purchasing Manager
April 03, 2025

ADDENDUM ACKNOWLEDGEMENT:

Proposer Firm Name: Beador Construction Company, Inc.

Authorized Signature: _____ Date: 04/09/2025

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
BEADOR CONSTRUCTION COMPANY, 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 Beador Construction Company, Inc., a California company ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

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

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

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

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

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled **Project No. 675 – Sepulveda Boulevard from East of Alameda to East City Limit** ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any

conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

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

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

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

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

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

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

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

1.8 Unidentified Utilities.

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

1.9 Trench Excavation.

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

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own

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

1.11 Warranty.

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

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

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

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

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

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

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

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

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

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

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Twenty-One Million Nine Hundred Seventy-Five Thousand Three Hundred Dollars and Zero Cents ($21,975,300.00)** ("**Contract Sum**") for completion of the work.

2.2 Invoices.

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

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

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed

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

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

2.4 Retention.

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

2.5 Waiver.

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

2.6 Substitution of Securities.

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

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within five hundred forty (540) working days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination

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

3.4 Final Acceptance.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

David Beador _____	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 Ken Young, Senior 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:

BEADOR CONSTRUCTION COMPANY, INC., a California corporation

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 2900 Bristol Street, D204
Costa Mesa, CA 92626

***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 A

CONTRACTOR'S BID

SEE ATTACHED BID SCHEDULE

BID SCHEDULE – (IFB 24-27)

PROJECT NO. 675

SEPULVEDA BOULEVARD FROM EAST OF ALAMEDA TO EAST CITY LIMIT

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	1	LS	2,100,000	2,100,000
2	Prepare and Implement NPDES/SWPPP	1	LS	125,000	125,000
3	Level 2 Critical Path Method Schedule	1	LS	25,000	25,000
4	Clearing and Grubbing	1	LS	75,000	75,000
5	Unclassified Excavation	4,800 Final Pay	CY	125.00	600,000
6	Unclassified Fill	350 Final Pay	CY	55.00	19,250
7	Traffic Control	1	LS	750,000	750,000
8	Field Office Facility	1	LS	230,000	230,000
9	Provide Compaction Testing for Subgrade and Aggregate Base	1	LS	110,00	110,00
10	Construction Staking and Monument Preservation	1	LS	160,000	160,000
11	Exploratory Investigations	1	Allow	$60,000	$60,000
12	Remove Tree	8	EA	2,750	22,000
13	Root Pruning	9	EA	790	7,110
14	Remove and Backfill Sign Post Foundations	3	EA	2,750	8,250
15	Cold Mill Existing 2" A.C. Pavement	2,000	SF	4.70	9,400
16	Sawcut & Remove Existing P.C.C. Cross Gutter	1,700	SF	9.50	16,150
17	Sawcut & Remove Existing P.C.C. Curb and Curb & Gutter	3,000	LF	23.00	69,000
18	Sawcut & Remove Existing P.C.C. Driveway	6,500	SF	5.40	35,100
19	Sawcut & Remove Existing P.C.C. Sidewalk	12,000	SF	2.80	33,600
20	Sawcut & Remove Existing A.C. Curb	15	LF	145.00	2,175
21	Sawcut & Remove Existing A.C. Pavement	121,500	SF	2.70	328,050

22	Sawcut & Remove Existing P.C.C. Pavement	27,000	SF	2.70	72,900
23	Remove Existing Catch Basin, Storm Drain Pipe Lateral and Cap with Two Courses of Brick and Mortar at Main Line per Plans	1	EA	10,500	10,500
24	Remove Existing Catch Basin and Grate and Conflicting Portions of Pipe	3	EA	10,500	31,500
25	Sawcut & Remove Existing Retaining Wall	20	LF	1,100	22,000
26	Remove Existing Chain Link Fence	1,000	LF	15	15,000
27	Remove Existing Bollard	5	EA	275	1,375
28	Remove Existing Guardrail	110	LF	30.00	3,300
29	Relocate Existing Irrigation Control Box	2	EA	4,200	8,400
30	Relocate Existing Traffic Signal Pull Box	2	EA	1,700	3,400
31	Remove and Replace Traffic Signal Pull Box	3	EA	1,675	5,025
32	Remove Abandoned Petroleum Line	1,500	LF	44	66,000
33	Cut and Cap Abandoned Petroleum Line	6	EA	3,850	23,100
34	Remove Abandoned Petroleum Vault and Valves	1	EA	13,750	13,750
35	Removal and Disposal of Hazardous Waste planet bids has $750,000	1	Allow	$250,000 750,000	$250,000 750,000
36	Adjust Existing Manhole to Finished Grade	12	EA	6,050	72,600
37	Adjust Existing Valve Can and Lid to Finished Grade	10	EA	1,100	11,000
38	Adjust Street Light Pull Box to Finished Grade	11	EA	370	4,070
39	Adjust Water Meter Box to Finished Grade	2	EA	1,100	2,200
40	Adjust Vault to Finished Grade	1	EA	770	770
41	Construct A.C. Pavement Replacement per SPPWC Std. Plan 133-4	7,400	SF	11.00	81,400
42	Construct 3" Class 2 Base	2,750	TON	85.00	233,750
43	Construct 2" & Variable A.C. Pavement	25	TON	330.00	8,250
44	Construct 12.5" Jointed Plain Concrete Pavement	6,100	CY	425	2,592,500
45	Construct 6" A.C. Curb Only Type C (6") per City of Carson Std. Dwg. No. 108	15	LF	475	7,125
46	Construct 6" P.C.C. Curb Only Type A1 per City of Carson Std. Dwg. No. 108	100	LF	135	13,500
47	Construct 8" P.C.C. Curb Only Type A1 per City of Carson Std. Dwg. No. 108	105	LF	125	13,125

48	Construct 6" P.C.C. Curb & Gutter Type B2 per City of Carson Std. Dwg. No. 108	10	LF	110	1,100
49	Construct 8" P.C.C. Curb & Gutter Type A2 per City of Carson Std. Dwg. No. 108 on 6" Class 2 Base	2,950	LF	70	206,500
50	Construct 4" P.C.C. Sidewalk per City of Carson Std. Dwg. No. 117	19,000	SF	13.00	247,000
51	Construct 4" P.C.C. Sidewalk per City of Carson Std. Dwg. No. 118	2,300	SF	12.00	27,600
52	Construct Curb Ramp per SPPWC Std. Plan 111-5 (Case & Type per Plans) with Detectable Warning Surface by Safety Step TD, Alabama Yellow Color.	8	EA	7,100	56,800
53	Construct Concrete Barrier Type 732SW on Retaining Wall on Sheet 8 per Caltrans Std. Plan B11-59	175 Final Pay	LF	235	41,125
54	Construct Parkway Drain No. 1 (Type II) per City of Carson Std. Dwg. No. 300. Dowel Into Existing Parkway Drain After Removing 2' Portion.	2	EA	7,100	14,200
55	Reconstruct Top of Existing Catch Basin per City of Los Angeles Std. Plan S-343-1	1	EA	8,200	8,200
56	Construct Commercial Driveway (Case per Plans) per City of Carson Std. Dwg. No. 111 & 112	4,800	SF	25.00	120,000
57	Construct Modified Alley Intersection per City of Carson Std. Dwg. No. 114 on 6" Class 2 Base. Increase PCC thickness to 8"	850	SF	32.00	27,200
58	Construct Local Depression at Catch Basins (Case per Plans) per SPPWC Std. Plan 313-4	3	EA	2,750	8,250
59	Construct Catch Basin (W=7') per SPPWC Std. Plan 300-4	1	EA	10,500	10,500
60	Construct Catch Basin (W=6.4') per SPPWC Std. Plan 301-4	1	EA	10,200	10,200
61	Construct Catch Basin (WG=13.3') per SPPWC Std. Plan 303-4	1	EA	15,000	15,000
62	Structural Concrete, Retaining Walls	150 Final Pay	CY	1,840	276,000
63	Bar Reinforcing Steel, Retaining Walls	14,000 Final Pay	Lbs	2.40	33,600
64	Install Bollard and Concrete Footing per Sheet 3 of the Plans	3	EA	5,000	15,000
65	Install Powerbond Detectable Warning Surface by Safety Step TD, Alabama Yellow Color	2	EA	2,750	5,500
66	Install 6' High Slat Chain Link Fence with Barbed Wire to Match Existing	760	LF	215.00	163,400

67	Install 12' to 16' High Slat Chain Link Fence with Barbed Wire to Match Existing on Kinder Morgan Property	70	LF	735	51,450
68	Install 10' to 16' High Slat Chain Link Fence with Barbed Wire and Razor Wire to Match on Marathon Property	125	LF	510	63,750
69	Install Curb Drain per City of Carson Std. Dwg. No. 301, Case II Inlet	1	EA	7,150	7,150
70	Install 4" PVC Pipe, Schedule 80	25	LF	165.00	11,550
71	Install Midwest Guardrail System per Caltrans Std. Plan No. A77L1	70	LF	165	11,550
72	Iinstall End Anchor Assembly (Type SFT-M) per Caltrans Std. Plan A77S1	1	EA	2,750	2,750
73	Install 24" R.C.P. Storm Drain Pipe	24	LF	390	9,360
74	Install 36" R.C.P. Storm Drain Pipe	8	LF	685	5,480
75	Construct 24" Concrete Collar per SPPWC Std. Plan 380-4	1	EA	2,750	2,750
76	Construct 36" Concrete Collar per SPPWC Std. Plan 380-4	2	EA	2,750	5,500
77	Plant Strawberry and Crepe Myrtle 24" x 24" Box Tree	37	EA	1,100	40,700
78	Design, Furnish & Install Irrigation System	1	LS	140,000	140,000
79	Construct Transverse Construction Joint for Existing Concrete Pavement per Caltrans Std. Plan P10	80	EA	330	26,400
80	Install Loop Detectors, Type per Plans	19	EA	635	12,065
81	Signing and Striping	1	LS	6,200	6,200
82	TS Improvements at Sepulveda Boulevard & Alameda Street	1	LS	115,000	115,000
83	TS Improvements at Sepulveda Boulevard & Intermodal Way	1	LS	80,000	80,000
BRIDGE STRUCTURE IMPROVEMENTS					
84	Electrical Improvements on Bridge	1	LS	75,000	75,000
85	Structure Excavation (Bridge)	280 Final Pay	CY	600	168,000
86	Structure Backfill (Bridge)	30 Final Pay	CY	5,500	165,000
87	Structural Concrete (Bridge)	700 Final Pay	CY	2,900	2,030,000
88	Bar Reinforcing (Bridge)	370,000 Final Pay	LB	1.30	481,000
89	Bridge Removal (Portion)	1	LS	250,000	250,000

90	Jack Bridge	1	LS	275,000	275,000
91	Modify Bearing	64	EA	3,000	192,000
92	New Bearing	48	EA	1,140	54,720
93	Structural Steel (Bridge)	12,656 Final Pay	LB	11.00	139,216
94	Joint Seal (Type AL)	150	LF	110.00	16,500
95	Joint Seal (Type B-MR=1")	95	LF	190.00	18,050
96	60 Inch Cast-in-Drilled-Hole Concrete Piling	815	LF	850	692,750
97	Pressure Grout Bar Reinforcing	680	LF	120	81,600
98	Drill and Bond Dowel	1,685	LF	36.00	60,660
99	Drill and Bond Dowel (Epoxy) Cartridge	135	LF	55.00	7,425
100	Core Concrete (1 ¾")	785	LF	170	133,450
101	Furnish Piling, 16" Octagonal	1,357	LF	90.00	122,130
102	Drive Pile, 16" Octagonal	24	EA	22,500	540,000
103	Furnish Precast Prestressed Concrete Girder (50'-60')	24	EA	20,000	480,000
104	Erect Concrete Girder (50'-60')	24	EA	5,400	129,600
105	Chain Link Fence (Type CL-6)	68 Final Pay	LF	145.00	9,860
106	Tubular Handrailing (Modified)	469 Final Pay	LF	210	98,490
107	Concrete Barrier (Type 732SW) on Bridge	469 Final Pay	LF	260	168,840
108	Refinish Bridge Deck	664	SF	40.00	26,560
109	Isolation Casing	11220	LB	11.00	123,420
110	Temporary Structure (Temporary Trestle)	1	LS	3,752,449	3,752,449
	GENERAL				
111	Allowance	1	LS	$900,000	$900,000
112	Temporary Fence for Marathon and Kinder Morgan Properties	1000	LF	60.00	60,000

TOTAL BASE BID AMOUNT*	**Figures**	$21,975,300.00
	Words	twenty one million nine hundred seventy five thousand three hundred dollars and zero 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***.

None.

EXHIBIT C

PERFORMANCE BOND

We, Beador Construction Company, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Twenty-One Million Nine Hundred Seventy-Five Thousand Three Hundred Dollars and Zero Cents ($21,975,300.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

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

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

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

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

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

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

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

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

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

EXHIBIT D

PAYMENT BOND

We, Beador Construction Company, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Twenty-One Million Nine Hundred Seventy-Five Thousand Three Hundred Dollars and Zero Cents ($21,975,300.00).** City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

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

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

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

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

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

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

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

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

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

EXHIBIT E

INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

Company Logo

BILL TO:

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

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

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

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

Los Angeles County
Metropolitan Transportation
Authority
One Gateway Plaza
3rd Floor Board Room
Los Angeles, CA

File #: 2025-0604, **File Type:** Program **Agenda Number:** 7.

PLANNING AND PROGRAMMING COMMITTEE
SEPTEMBER 17, 2025

SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM AND MEASURE R TRANSIT INVESTMENTS PROGRAM UPDATE - SOUTH BAY SUBREGION

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER:

A. APPROVING:

1. Programming an additional $36,126,959 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Transportation System and Mobility Improvements Program (Expenditure Line 50), as shown in Attachment A;

2. Programming an additional $23,996,052 within the capacity of Measure M MSP - South Bay Highway Operational Improvements Program (Expenditure Line 63), as shown in Attachment B;

3. Programming an additional $18,372,507 of Measure M MSP - Transportation System and Mobility Improvements Program (Expenditure Line 66), including inter-program borrowing from the Measure M MSP - Transportation System and Mobility Improvements Program (Expenditure Line 50), as shown in Attachment C;

4. Programming an additional $9,452,000 within the capacity of Measure R South Bay Transit Investments Program, shown in Attachment D; and

B. AUTHORIZING the Chief Executive Officer (CEO) or their designee to negotiate and execute all necessary agreements and/or amendments for approved projects.

ISSUE

Measure M MSPs and Measure R South Bay Transit Investments Programs, whose funds are limited to capital uses, are included in the Measure M and/or Measure R Expenditure Plans. The annual update allows the South Bay subregion and implementing agencies to approve new eligible projects for funding and revise scopes of work, schedules, and project budgets for previously funded projects.

Funds are programmed through Fiscal Year (FY) 2028-29. The Board's approval is required to program additional funds and acknowledge the updated project lists (Attachments A, B, C, and D), which will serve as the basis for Metro to enter into funding agreements and/or amendments with the respective implementing agencies.

BACKGROUND

Based on the amount provided in the Measure M Expenditure Plan, a total of $549.01 million in Measure M MSP was forecasted to be available for programming for the South Bay Subregion from FY 2017-18 to FY 2028-29. In prior actions, the Board approved programming of $318.39 million in support of 81 projects. Therefore, $230.62 million of Measure M MSP funds is available to the Subregion for programming as part of this update. To date, $58.78 million has been expended (18%). Two projects are closed, and three others have been completed and are initiating or in the close-out audit process.

In July 2021, the Metro Board of Directors approved the Measure R Ordinance Amendment that authorized the transfer of up to $400 million from the Measure R Highway Capital Subfund to eligible Transit Capital projects. In prior actions, the Board approved programming of $367.39 million in support of ten projects. Therefore, $32.61 million of Measure R South Bay Transit Investment Program funds is available to the Subregion for programming as part of this update. To date, $95.11 has been expended (26%). All projects are in the implementation phase.

In line with the Metro Board adopted guidelines and June 2022 Objectives for Multimodal Highway Investments agencies requesting funds must provide documentation demonstrating community support, project need, and multimodal transportation benefits that enhance safety, support traffic mobility, economic vitality, and enable a safer and well-maintained transportation system. Cities and Councils of Governments lead and prioritize all proposed transportation improvements, including procurement, the environmental process, outreach, final design, and construction.

DISCUSSION

Metro staff works closely with the South Bay Cities Council of Governments (SBCCOG) and the implementing agencies on project eligibility reviews, preparing for the annual update, including changes to the project scope of work/schedule and/or funding requests, as applicable. The jurisdictional requests are proposed by the cities and approved/forwarded by the subregion.

During staff review, Metro required a detailed project scope of work to confirm project eligibility and establish the program nexus, including but not limited to project location and limits, length, elements, phase(s), total estimated expenses, funding requested, and schedules. Final approval of funds for the projects shall be contingent upon the implementing agency demonstrating the eligibility of each project, as required in the Measure M Master Guidelines and/or the Measure R Transit Investments Program Guidelines. Staff expect the collection of the project details in advance of Metro Board action to enable the timely execution of project Funding Agreements for approved projects. All Measure M MSP and Measure R funds must be expended within three years from the fiscal year in which the funds are programmed, according to the Guidelines Timely Use of Funds Lapsing Policy. Staff will continue working with the implementing agencies and encouraging the timely completion of

the projects, in time for the 2028 Games. Additionally, all projects are subject to a close-out audit after completion, according to the Guidelines.

This report includes inter-program borrowing of funds from the Measure M MSP - Transportation System and Mobility Improvements Program (Expenditure Line 50). This type of inter-program borrowing is acceptable under the Board-adopted Guidelines, as long as the projects meet the Measure M MSP funding eligibility, have consent from the affected subregion, and obtain Metro Board approval. In April 2025, the SBCCOG Board approved the inter-program borrowing.

Transportation System and Mobility Improvements Program (Expenditure Line 50)

This update includes funding adjustments to eight existing and seven new projects as follows:

Carson

- Program an additional $5,363,570 and reprogram previously awarded funds for MM4601.09 - Bike Lane Installation: Carson St., Figueroa St., Main St., Victoria St. The funds are programmed as follows: $5,628,743 in FY 26, and $4,991,527 in FY27 for a revised grant total of $10,620,270. This existing project includes installing Class II bike lanes, signage, striping, and the modification of medians to increase road width for dedicated bike lanes along approximately 14.5-miles of city streets. This project will likely decrease Vehicle Miles Traveled (VMT). The funds will be used for the project's construction phase.

- Program an additional $1,450,292 and reprogram previously awarded funds for MM4601.10 - Bike Lane Installation: 223rd St., Avalon Blvd., Central Ave., Del Amo Blvd., University Dr. The funds are programmed as follows: $3,280,652 in FY 26, and $3,554,040 in FY27 for a revised grant total of $6,834,692. This existing project includes installing Class II bike lanes, signage, striping, and the modification of medians to increase road width for dedicated bike lanes along approximately 15.5-mile of city streets. This project will likely decrease VMT. The funds will be used for the project's construction phase.

El Segundo

- Program $1,000,000 as follows: $300,000 in FY 26, $400,000 in FY 27, and $300,000 in FY 28 for MM4601.19 - Downtown Mobility Improvement Project. The new project would improve the downtown El Segundo area, upgrading sidewalk and pedestrian streetscape, and bicycle facilities, including the addition of Class II bike lanes on the segment of Main Street between Mariposa Avenue and El Segundo Boulevard. This project will likely decrease VMT. The funds will be used for the project’s Plans Specification and Estimates (PS&E) phase.

- Program $400,000 in FY 27 for MM4601.20 - Safe Routes to School. The new project will improve pedestrian circulation, access, and safety in the vicinity of El Segundo High School (including Eagle’s Nest Preschool), Richmond Street Elementary School, Center Street Elementary School, and El Segundo Middle School in the City of El Segundo. This project will

likely decrease VMT. The funds will be used for the project's PS&E and construction phases.

Hermosa Beach

- Program $440,000 as follows: $108,000 in FY 26 and $332,000 in FY 27 for MM5502.12 - Hermosa Avenue Safety Improvements. The new project consists of the design of improvements along Hermosa Avenue from Herondo Street to 25th Street, including curb extensions, daylighting of parking at uncontrolled intersections, and ADA access improvements. This project will likely decrease VMT. The funds will be used for the project's Project Approval and Environmental Document (PAED) and PS&E phases.

LA City

- Reprogram previously approved $3,000,600 as follows: $1,500,300 in FY 27, and $1,500,300 in FY 28 for MM4601.02 - Wilmington Neighborhood Street Improvements. The existing project includes signage, striping, and concrete improvements to calm traffic, reducing conflicts between pedestrians/people on bikes, and motor vehicles. This project will likely decrease VMT. The funds will be used for the project's PAED, PS&E, and construction phases.

- Reprogram previously approved $10,207,400 as follows: $7,671,400 in FY 28, and $2,536,000 in FY 29 for MM4601.03 - Avalon Promenade and Gateway. The existing project will construct a dedicated pedestrian/cycling bridge over the active freight railroad tracks and approximately 12-acres of public open space adjacent to the pedestrian bridge. This project will likely decrease VMT. The funds will be used for the project's construction phase.

LA County

- Program an additional $7,525,097 and reprogram previously awarded funds for MM4601.04 - Westmont/West Athens Pedestrian Improvements. The funds are programmed as follows: $1,248,400 in prior years, $351,600 in FY 24, $1,000,000 in FY 25, $2,000,000 in FY 26, $2,000,000 in FY 27, $3,000,000 in FY 28, and $4,607,097 in FY 29 for a revised grant total of $14,207,097. This existing project will provide pedestrian mobility improvements at multiple intersections along Century Boulevard, Imperial Highway, Normandie Avenue, and Western Avenue in the unincorporated community of Westmont/West Athens, including curb extensions, upgrades to high visibility crosswalk, curb ramps, pedestrian heads and accessible pedestrian signals. This project will likely decrease VMT. The funds will be used for the project's PAED, PS&E and construction phases.

Lawndale

- Program $1,648,000 as follows: $40,000 in FY 26, $240,000 in FY 27, $1,200,000 in FY 28, and $168,000 in FY 29 for MM4601.21 - South Bay Local Travel Network in Lawndale. The new project will be a phased implementation of the city's Local Travel Network (LTN). Phase 1

will be the deployment of 7.8 LTN route miles as a Class III shared lane network and branded wayfinding system on low-speed neighborhood streets to connect individuals with key destinations. Phase 2 (approximately 1-mile) will include the design of additional street calming facilities at the intersections of Mansel, Manhattan Beach Blvd., and Firmona Avenue. These enhancements will serve to fully connect the LTN to the west side of the city. This project will likely decrease VMT. The funds will be used for the project's PS&E and construction phases.

Redondo Beach

- Program $4,000,000 as follows: $1,000,000 in FY 26 and $3,000,000 in FY 27 for MM4601.22 - Redondo Beach Blvd Corridor, an existing Measure M Active Transport, Transit and First/Last Mile (MAT) project #C1104. The new MSP project includes combinations of Class II bicycle lanes and Class IV cycle tracks, with the opportunity to provide improved bicycle facility treatments that connect numerous jurisdictions (Redondo Beach, Lawndale, Torrance, and El Camino Village) and destinations in the South Bay region. This project will likely decrease VMT. The funds will be used for the project's construction phase.

- Program $4,000,000 as follows: $500,000 in FY 26, $500,000 in FY 27, and $3,000,000 in FY 28 for MM5502.13 - Redondo Beach Avenue Bike Improvements & Pedestrian Safety. The new project includes signals, roadway, sidewalk, and bicycle lane improvements to reduce excessive speeds, improve intersection alignments, modernize traffic signals, and improve sidewalks and bicycle lanes. This project will likely decrease VMT. The funds will be used for the project's PAED, PS&E, and construction phases.

- Program $600,000 as follows: $200,000 in FY 27 and $400,000 in FY 28 for MM4601.23 - School Safety and Accessibility. The new project includes curb extensions to improve crosswalk safety, signal improvements to facilitate leading pedestrian intervals, and crosswalk enhancements, and revamped school pick-up/drop-off areas. This project will likely decrease VMT. The funds will be used for the project's PS&E phase.

Rolling Hills Estates

- Program an additional $1,600,000 and reprogram previously awarded funds for MM5502.08 - Palos Verdes Drive North at Dappleygray School. The funds are programmed as follows: $114,300 in prior years, $179,327 in FY 23, $5,000 in FY 25, $993,073 in FY 26, $1,984,146 in FY 27, and $1,204,406 in FY 28 for a revised grant total of $4,480,252. The existing project will widen the intersection to add an additional through lane for eastbound and westbound Palos Verdes Drive North. This improvement will enhance the traffic flow on Palos Verdes Drive North, which is a primary roadway providing access to the cities on the peninsula including Rolling Hills, Rancho Palos Verdes, Palos Verdes Estates and Rolling Hills Estates. This project will likely increase VMT. The funds will be used for the project's PAED, PS&E, Right-of-Way (ROW), and construction phases.

Torrance

- Program an additional $6,600,000 and reprogram previously awarded funds for MM4601.05 - Torrance Schools Safety and Accessibility Program. The funds are programmed as follows: $197,994 in prior years, $33,998 in FY 23, $3,694,471 in FY 25, $2,357,170 in FY 26, and $7,501,367 in FY 27 for a revised grant total of $13,785,000. The existing project includes installing new sidewalks, removing existing pedestrian barriers, new pedestrian hybrid signals and flashing yellow beacons at critical crossing points. This project will likely decrease VMT. The funds will be used for the project's PS&E and construction phases.

- Program an additional $1,500,000 and reprogram previously awarded funds for MM5502.11 - Torrance Fiber Network and Traffic Signal Optimization. The funds are programmed as follows: $100,000 in FY 25, $950,000 in FY 26, $800,000 in FY 27, and $700,000 in FY 28 for a revised grant total of $2,550,000. The existing project is to enhance traffic signal communications within the city through fiber optics. Phase I will establish the direct fiber optic connections between the traffic signal control room at the City Yard and three of the City's four switch hubs. Phase II covers the remaining fiber optic interconnect corridors along major arterials. Project will likely increase VMT. The funds will be used for the project's PS&E phase.

South Bay Highway Operational Improvements Program (Expenditure Line 63)

This update includes funding adjustments to four existing and three new projects as follows:

Carson

- Program an additional $297,012 and reprogram previously awarded funds for MM5507.02 - Carson Street ITS Project. The funds are programmed as follows: $101,000 in FY 21, and $896,012 in FY 26 for a revised grant total of $997,012. This existing project includes the design and installation of fiber and conduit, cameras, hardware and communication devices along Carson Street in the City of Carson. This project will likely increase VMT. The funds will be used for the project's PAED, PS&E, and construction phases.

- Program an additional $12,472,040 and reprogram previously awarded funds for MM5507.03 - Sepulveda Blvd. Widening from Alameda St. to the East City Limit. The funds are programmed as follows: $1,041,531 in FY 23, $69,257 in FY25, $6,724,718 in FY 26, $11,611,790 in FY 27, and $4,922,744 in FY 28 for a revised grant total of $24,370,039. This existing project will widen Sepulveda Boulevard in both directions. The widening will add one-lane in each direction along the bridge over the Dominguez Channel and along the roadway from Alameda Street to the bridge. A new sidewalk will be constructed to connect to existing sidewalks on both ends of the project. A raised median is another new feature that is included in this project to reduce the risk of vehicle collision and serves as a device to reduce the speed of motorists. This project will likely increase VMT. The funds will be used for the project's PAED, PS&E, and construction phases.

- Program an additional $650,000 and reprogram previously awarded funds for MM5507.10 - Traffic Signal Upgrade: Avalon Blvd. and Gardena Blvd. All funds are programmed in FY 26 for a revised grant total of $1,000,000. This existing project includes the design and installation of traffic signal and roadway upgrades including signal hardware and communications devices, cameras, pedestrian enhancements, and other ITS elements. This project will likely increase VMT. The funds will be used for the project's construction phase.

- Program $8,000,000 in FY 26 for MM5507.23 - Lenardo Drive Street Construction. The new project includes the construction of roadways, sidewalks, wheelchair ramps, traffic signal installations, and streetlights to enhance safety and accessibility for all road users, particularly pedestrians, cyclists, and individuals with mobility challenges. This new street infrastructure will facilitate a direct connection between the I-405 freeway off-ramp at Avalon Boulevard and Main Street, supporting the efficient movement of vehicles and pedestrians within the commercial development. This project will likely increase VMT. The funds will be used for the project's construction phase.

- Program $750,000 as follows: $250,000 in FY 26 and $500,000 in FY 27 for MM5507.24 - Carson “Olympics Ready!” Smart Transportation Network. The new project includes the design and implementation of fiber and conduit, traffic signal and communications system upgrades, ADA improvements, and other ITS elements at various locations along the Games Route Network (GRN), Games Enhances Transit Network (GETS) and surrounding Games Venues in the City of Carson. This project will likely increase VMT. The funds will be used for the project's PAED and PS&E phases.

Gardena

- Program $1,827,000 as follows: $400,000 in FY 26, $600,000 in FY 27, and $827,000 in FY 28 for MM5507.25 - Traffic Signal Network Upgrade. The new project includes traffic signal and communications system upgrades, ADA improvements and pavement improvements, to improve the overall flow of traffic in 67 traffic signals. This project will likely increase VMT. The funds will be used for the project's PAED and PS&E phases.

LA County

- Reprogram previously approved $2,130,000 originally programmed in FYs 24 and 25 as follows: $1,278,000 in FY 26, and $852,000 in FY 27 for MM5507.20 - Advanced Traffic Control Upgrades. The existing project supports the design and construction of advanced traffic signal controller upgrades in the South Bay subregion. This project will likely increase VMT. The funds will be used for the project's PAED, PS&E and construction phases.

Transportation System and Mobility Improvements Program (Expenditure Line 66)

This update includes funding adjustments to nine existing projects as follows:

Hermosa Beach

- Program an additional $3,000,000 in FY 27 for MM5508.09 - Pacific Coast Hwy Mobility and Accessibility Improvements Project. The existing project would advance improvements between Anita St/Herondo St and Artesia Blvd/Gould Ave, with proposed alternatives upgrading the existing sidewalks and curb ramps along PCH to the current ADA standards and adding additional Complete Streets elements such as bicycle, pedestrian, and transit elements, addressing deficiencies along the corridor that affect safety, accessibility, and traffic operations. This project will likely decrease VMT. The funds will be used for the project's Project Initiation Document (PID) and PAED phases.

LA City

- Program an additional $2,353,307 and reprogram previously awarded funds for MM4602.04 - Crossing Upgrades and Pedestrian Improvements. The funds are programmed as follows: $500,210 in prior years, $275,000 in FY 22, $784,436 in FY 25, $784,436 in FY 26, $868,692 in FY 27, $1,172,549 in FY 28, and $1,228,609 in FY 29 for a revised grant total of $5,613,932. This existing project includes civil work to upgrade concrete infrastructure to meet ADA requirements, traffic signal work to create safe crossings, and streetlight work to provide improved lighting conditions at 11 unsignalized intersections. This project will likely decrease VMT. The funds will be used to complete the project’s PAED, PS&E and construction phases.

- Reprogram previously approved $2,500,000 as follows: $230,000 in FY 20, $55,079 in FY 21, and $2,214,921 in FY 25 for MM5508.01 - Signal Operational Improvements. The existing project includes the installation of a new traffic signal, curb extensions, and ADA-compliant curb ramps to improve pedestrian safety. It will also add left-turn signals at two locations for northbound and southbound traffic. This project will likely increase VMT. The funds will be used for the project’s PAED, PS&E and construction phases.

LA County

- Reprogram previously approved $3,600,000 as follows: $24,000 in FY 23, $190,000 in FY 25, $211,000 in FY 26, $121,000 in FY 27, $150,000 in FY 28, and $2,904,000 in FY 29 for MM4602.05 - Dominguez Channel Greenway. The existing project includes improvements to existing Bike Path in Dominguez Channel and within the Alondra Community Regional Park, new Bike Path from Redondo Beach Blvd. to Cherry Ave and new midblock crossing with Rectangular Rapid Flashing Beacon (RRFB), and wayfinding signage within the existing bike path. This project will likely decrease VMT. The funds will be used for the project’s PAED, PS&E and construction phases.

Rancho Palos Verdes

- Program an additional $3,650,000 and reprogram previously awarded funds for MM5508.12 - Western Ave. Congestion Improvements. The funds are programmed as follows: $330,000 in

prior years, $180,000 in FY 24, $490,000 in FY 25, $1,930,000 in FY 26, and $2,050,000 in FY 27 for a revised total grant of $4,980,000. The existing project includes installation of fiber optics, detection hardware and software improvements, installation of flashing yellow arrow, and enhanced turning movements along the corridor to improve traffic flow. The project will likely increase VMT. The funds will be used for the project's Project Study Report (PSR), PAED and construction phases.

Redondo Beach

- Program an additional $600,000 and reprogram previously awarded funds for MM4602.08 - North Redondo Beach Bikeway (NRBB) Extension - Felton Ln. to Inglewood Ave. The funds are programmed as follows: $500,000 in prior year, and $1,700,000 in FY 26 for a revised total grant of $2,200,000. The existing project extends the existing North Redondo Beach Bikeway from Felton Lane to Inglewood Avenue. The project will likely decrease VMT. The funds will be used for the project's PAED, PS&E, and construction phases.

- Program an additional $4,000,000 and reprogram previously awarded funds for MM4602.09 - North Redondo Beach Bikeway (NRBB) Extension - Inglewood Ave. The funds are programmed as follows: $200,000 in prior years, $1,294,091 in FY 23, $61,000 in FY 25, $429,909 in FY 26, and $3,750,000 in FY 27 for a revised total grant of $5,735,000. This existing project includes a bi-directional protected bike corridor, design and construction of a mobility hub at the southeast corner of Inglewood/Grant Ave. This project will likely decrease VMT. The funds will be used for the project's PAED, PS&E, ROW and construction phases.

- Program an additional $300,000 for MM5508.13 - Traffic Signal Communications and Network Systems. The funds are programmed as follows: $2,000,000 in prior years, $246,672 in FY 24, $654,703 in FY 25, and $2,398,625 in FY 26 for a revised total grant of $5,300,000. The existing project includes the design and installation of traffic signals and communications upgrades at three roadway segments of Manhattan Beach Blvd., Torrance Blvd., and Grant Ave. This project will likely increase VMT. The funds will be used for the project's PAED, PS&E, and construction phases.

Rolling Hills Estates

- Program an additional $4,469,200 for MM4602.10 - Rolling Hills Road Bike Lanes. The funds are programmed as follows: $229,450 in prior years, $1,276,914 in FY 26, and $3,192,286 in FY 27. This existing project includes proposed bike lanes and multimodal shared use trails that would connect the existing bike lanes and multimodal shared use trails on Palos Verdes Drive North to the future bike route on Rolling Hills Road. This project will likely decrease VMT. The funds will be used to complete the project's PAED, PS&E and construction phases.

Measure R Transit Investments Program

This update includes funding adjustments to three existing projects as follows:

Carson

- Program an additional $7,952,000 and reprogram previously awarded funds for MR524.02 - Carson Circuit: Fashion Outlet Regional Transit Center. The funds are programmed as follows: $56,339 in FY 23, $46,744 in FY 25, $718,917 in FY 26, $4,266,500 in FY 27, and $6,388,500 in FY 28 for a revised total grant of $11,477,000. The existing project includes improvements such as a central covered island waiting area, eight bus bays, bus pad, real-time passenger information display, sidewalk, curb and gutter, and access ramp. This project will likely decrease VMT. The funds will be used to complete the project's PAED, PS&E, ROW and construction phases.

Gardena

- Reprogram previously approved $12,375,000 as follows: $700,000 in FY 27, $6,500,000 in FY 28, and $5,175,000 in FY 29 for MR524.03 - GTrans: Purchase of Up to 15 Expansion Buses. The project enables the agency to purchase up to 15 expansion buses for use in the deployment of additional services within the GTrans service area, over 10 years. This project will likely decrease VMT. The funds will be used to complete the project's construction capital phase.

- Program additional $1,500,000 and reprogram previously awarded funds for MR524.04 - GTrans: Solar Energy Generation/Bus Fueling Infrastructure Project. The funds are programmed as follows: $811 in FY 23, $2,999,189 in FY 26, $3,000,000 in FY 27, and $1,500,000 in FY 28 for a revised total grant of $7,500,000. The existing project includes installation of a new, stand-alone charging infrastructure/equipment in the GTrans bus yard. The chargers will accommodate the existing fleet of electric buses, with conduit and underground facilities being laid in advance of future electric bus purchases of up to 14 electric buses. Additionally, the funds will support construction, expansion and integration of GTrans' existing solar generation system. This project will likely decrease VMT. The funds will be used to complete the project's PS&E and construction phases.

DETERMINATION OF SAFETY IMPACT

Programming of Measure M MSP and Measure R Transit Investments funds to the South Bay Subregion projects will not have any adverse safety impacts on Metro's employees or patrons. The recommended projects support the development of a transportation system that will balance multimodal mobility options and improvements that enable people to spend less time traveling.

FINANCIAL IMPACT

In FY 26, $62 million is budgeted in Cost Center 0441 (subsidies budget - Planning) for South Bay Transit Investment Program (Project #465524), $1 million is budgeted in Cost Center 0442 (Highway Subsidies) for the Transportation System Mobility Improvement Program (Project #475502), $5.3 million is budgeted in Cost Center 0442 (Highway Subsidies) for the South Bay Highway Operational Improvements Program (Project #475507), and $11 million is budgeted in Cost Center 0442

(Highway Subsidies) for the Transportation System Mobility Improvement Program (Project #475508). Upon approval of this action, staff will reallocate necessary funds to appropriate projects within Cost Centers 0441 and 0442. Since these are multi-year projects, Cost Centers 0441 and 0442 will be responsible for budgeting the cost in future years.

Impact to Budget

The sources of funds for these projects are Measure M Highway Construction 17% and Measure R Transit Capital. These fund sources are not eligible for Metro bus and rail operations expenses.

EQUITY PLATFORM

The South Bay subregion comprises 15 cities and the adjacent unincorporated area of Los Angeles County. Thirty-two percent of census tracts in the subregion are defined as Equity Focus Communities (EFCs). Cities within the subregion where most census tracts are EFCs include Gardena, Hawthorne, Inglewood, City of Los Angeles, and the unincorporated County of Los Angeles. As part of this report, additional funds are allocated to many of the communities with EFCs, including Gardena, City of Los Angeles, and unincorporated Couty of Los Angeles.

Metro staff provide technical assistance to jurisdictions, assisting agencies in determining funding eligibility and developing funding agreements, including project scope of work, cost and schedule. Each city and/or agency, independently and in coordination with the subregion, undertakes their jurisdictionally determined community engagement process specific to the type of transportation improvement they seek to develop. These locally determined and prioritized projects represent the needs of cities and the subregion.

VEHICLE MILES TRAVELED OUTCOME

VMT and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro's significant investment in rail and bus transit.* Metro's Board-adopted VMT reduction targets align with California's statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

While the agency remains committed to reducing VMT through transit and multimodal investments, some projects may induce or increase personal vehicle travel. However, these individual projects aim to ensure the efficient and safe movement of people and goods. Each project's VMT outcome is included in the brief project description earlier in this report. This Board item, which looks at a number of smaller investments across modes, will likely increase VMT in LA County, as it includes several projects that encourage driving alone.

Although this item may not directly contribute to the achievement of the Board-adopted VMT Reduction Targets, the VMT Targets were developed to account for the cumulative effect of a suite of programs and projects within the Metro region, which individually may induce or increase VMT. Additionally, Metro has a voter-approved mandate to deliver multimodal projects that enhance

mobility while ensuring the efficient and safe movement of people and goods.

**Based on population estimates from the United States Census and VMT estimates from Caltrans' Highway Performance Monitoring System (HPMS) data between 2001-2019.*

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports the following goals of the Metro Vision 2028 Strategic Plan:

Goal 1: Provide high-quality mobility options that enable people to spend less time traveling by alleviating the current operational deficiencies and improving mobility along the projects.

Goal 4: Transform LA County through regional collaboration by partnering with the Council of Governments and the local jurisdictions to identify the needed improvements and take the lead in development and implementation of their projects.

ALTERNATIVES CONSIDERED

The Board could elect not to approve the additional programming of funds for the Measure M MSP and Measure R Transit Investments Program projects for the South Bay Subregion. This is not recommended as the Subregion developed the proposed projects in accordance with the Measure M Ordinance, Guidelines, and Administrative Procedures, as well as the Measure R Transit Investments Program Guidelines.

NEXT STEPS

Metro staff will continue to work with the Subregion to identify and deliver projects. Funding Agreements will be executed with those who have funds programmed in FY 2025-26. Program/Project updates will be provided to the Board annually.

ATTACHMENTS

Attachment A - Transportation System and Mobility Improvements Program (expenditure line 50) Project List
Attachment B - South Bay Highway Operational Improvements Program (expenditure line 63) Project List
Attachment C - Transportation System and Mobility Improvements Program (expenditure line 66) Project List
Attachment D - Measure R Transit Investments Program Project List

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Report to Honorable Mayor and City Council

Wednesday, November 5, 2025, 5:00 PM

CONSENT 28.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF THE SUCCESSOR PROJECT LABOR AGREEMENT WITH THE LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND UNIONS (CITY COUNCIL)

I. SUMMARY

The City of Carson, together with the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions, entered into a Project Labor Agreement (PLA) on March 4, 2020. This agreement established the policies and procedures governing labor relations between the City and the union-represented employees who perform work on the City's public improvement projects. The original agreement had a five-year term, with the option to extend it for up to three additional one-year periods upon mutual agreement. On May 6, 2025, the City Council approved a one-year extension of the current PLA, extending its term through March 3, 2026.

The City, Council, and Unions now wish to enter into a new, successor Project Labor Agreement that would take effect on March 4, 2026, for another five-year term, with three optional one-year extensions. Under this proposed agreement, the PLA would apply to all construction and rehabilitation projects where the prime multi-trade contract exceeds $250,000, and to all specialty contracts exceeding $50,000, including any subcontracts related to those projects. The Unions have submitted a proposed Successor Project Labor Agreement for City Council consideration (see Exhibit 1).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Successor Project Labor Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions which covers "all construction and rehabilitation work to prime multi-trade contracts that exceed $250,000.00 and all subcontracts arising from these prime contracts;" and "all Specialty Contracts that exceed $50,000.00 and all subcontracts arising from these Specialty Contracts" for a term of five (5) years with three one-year renewals; and,
2. AUTHORIZE the Mayor to execute the same upon approval as to form by the City Attorney.

III. ALTERNATIVES

1. DENY approval of the proposed Successor Project Labor Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions; or,

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

IV. BACKGROUND

The City of Carson Charter directs the City to make "all best efforts to negotiate a City-wide Project Labor Agreement (PLA)" with the Los Angeles/Orange County Building and Construction Trades Council. A PLA is a formal agreement between the City and local construction trade unions that outlines how labor will be managed on public construction projects.

Under the Charter, a PLA must follow Public Contract Code Section 2500 et seq. and include several key elements: it must apply to all City contractors and subcontractors working on covered construction projects; prohibit contractors from competing for or performing work unless they agree to the PLA's terms; provide guarantees against strikes or work stoppages; include preferences for hiring local workers; and establish quick, binding procedures for resolving labor disputes. It must also promote cooperation between labor and management on productivity, quality, safety, and health, while ensuring compliance with all State, Federal, and local labor and safety laws.

The Unions have submitted a proposed City-wide PLA for the City Council's consideration. A PLA is typically a pre-hire agreement, negotiated before contractors hire any employees, and becomes part of the bid specifications for public works projects. If approved, it would require all contractors performing City construction work, or work within City easements, to agree to the PLA's terms and to ensure that all subcontractors at every level also comply.

The proposed PLA would have a five-year term, with up to three optional one-year extensions upon mutual agreement. If a project is awarded during the term of the Agreement, that project would remain covered until its completion, even if the overall agreement later expires.

Staff requests that the City Council consider approval of the proposed PLA, which would apply to all construction and rehabilitation projects with prime multi-trade contracts over $250,000 and specialty contracts over $50,000, including all related subcontracts.

V. FISCAL IMPACT

Staff anticipates that adopting the proposed Project Labor Agreement (PLA) may continue to increase overall construction costs for City projects, with estimates ranging from approximately 10 to 30 percent higher than non-PLA projects' costs. If compliance tasks become too onerous in the future, staff may recommend contracting an outside consultant to help manage and ensure compliance with the terms of the Agreement.

VI. EXHIBITS

1. Proposed Successor Project Labor Agreement

Attachments

Exhibit No. 1 - Successor Project Labor Agreement

SUCCESSOR PROJECT LABOR AGREEMENT

BY AND BETWEEN

THE CITY OF CARSON

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF CARSON
SUCCESSOR PROJECT LABOR AGREEMENT

This successor Project Labor Agreement ("Agreement") is entered into by and between the City of Carson and its successors or assigns, ("City"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations Policies and Procedures for the City and for the craft employees represented by the Unions engaged in the City's Improvement Projects as more fully described below. The City, Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the City, it will become the policy of the City for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as "Attachment A"), and to require each of its subcontractors, of whatever tier, to become bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the City.

ARTICLE 1
DEFINITIONS

Section 1.1 "Agreement" means this Project Labor Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Construction Contract" and "Construction Contracts" means any contract entered into by the City, as described by Section 2.2.

Section 1.4 "Contractor" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.5 "City" means the City of Carson.

Section 1.6 "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.8 "Project," "City Project" or "Project Work" means the construction work to be performed on City property or within easements secured by the City consisting of the construction of public projects, as defined in Section 22002 of the California Public Contract Code, pursuant to a Construction Contract entered into by the City, as more fully described in Article 2, below.

Section 1.9 "Specialty Contracts" means a contract for Project Work with a specialty contractor which is either limited to a particular single trade or craft or limited to a singular scope of work.

Section 1.10 "Master Labor Agreements" or "MLA" as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.11 "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of a Master Labor Agreement.

Section 1.12 "Local Residents" means individuals identified in Section 3.5, who are employed by Contractors as craft employees to perform Project Work and have priority in being dispatched by the respective Unions.

Section 1.13 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 2
SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply and is limited to all of the City's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the City's facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation.

Section 2.2 Specific The work covered by this Agreement is defined and limited to:

(a) All construction and rehabilitation work pursuant to prime multi-trade contracts that exceed $250,000.00 and all subcontracts arising from these prime contracts; and

(b) All prime Specialty Contracts that exceed $50,000.00, and all subcontracts arising from these Specialty Contracts;

(c) It is understood by the Parties that the City may at any time, and at its sole discretion, add additional projects under this Agreement not set forth in subsections (a) and (b), above.

(d) This Agreement is not intended to, and shall not apply to any work advertised for bids or performed at any time prior to the effective date of this Agreement, or after the expiration or termination of this Agreement, except as otherwise provided herein. This Agreement shall in no way limit the City's right to terminate, modify or rescind any construction contract and/or any related subcontract or agreement. Should the City remove or terminate any contract or agreement for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on any contract for such construction, the contract for construction shall be performed under the terms of this Agreement if the work is not excluded per Section 2.5.

(e) Project Work shall also include renewable energy projects, including, but not limited to, electric vehicle infrastructure, solar photovoltaics, battery energy storage, microgrids and hydrogen electrolysis, if funded in whole or in part by the City, constructed on property owned by the City, or the City receives state/federal grant funding for the project in whole or in part.

Section 2.3 Bundling of Contracts The Parties understand that, to the maximum extent feasible, and consistent with goals of the City to (i) utilize this Agreement as the labor relations policy for its construction and rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work:

(a) The City, in its sole discretion, will seek to group (or "bundle") for bidding, contracts not meeting the thresholds of Section 2.2 (a) or (b) above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) Project Work will not be split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors; staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the City;

(c) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement and further included are the hauling/delivery of soil, sand, gravel, aggregate rocks, concrete, asphalt, excavation materials, fill material and construction debris which shall be covered by this Agreement;

(d) All employees of the City, Community Workforce Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Surveyors and Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the PLA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Surveyor and Building/ Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the PLA.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the City or its Contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;

(h) Non-construction support services contracted by the City, Community Workforce Coordinator, or Contractor in connection with this Project;

(i) Off-site laboratory work for testing;

(j) Any work that would ordinarily be subject to this Agreement, but has been deemed immediately required as a result of a local emergency, in accordance with the emergency contracting procedures set forth in Section 22050 of the Public Contract Code

Section 2.6 Awarding of Contracts

(a) The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Community Workforce Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The City agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations. The City agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

(b) If any Article, section, clause or provision of this Agreement may not be enforced due to restrictions from a State or Federal funding source, the Parties shall immediately suspend

the operation of such Article, section, clause or provision, provided, however, that the remainder of this Agreement shall continue in full force and effect.

Section 2.8 Master Labor Agreements

(a) The provisions of this Agreement, including the MLAs, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLA's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.9 Workers' Compensation Carve-out The Parties recognize the potential which the Project Work may provide for the implementation of a cost effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5, and it is understood that the City may review of the value of such a program. Should the City request, the Union parties agree to meet and negotiate in good faith with representatives of the City for the development, and subsequent implementation, of an effective program involving improved and revised dispute

resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.10 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.11 Other City Work This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City Employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.12 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor.

Section 2.13 Completed Project Work As areas of covered work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City.

ARTICLE 3
UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on City Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below. The Council shall be permitted to hand a banner not to exceed 20' by 20' at the Project that the Project is being built by the Council's workforce.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, unless expressly limited or required by a specific provision of this Agreement or an MLA. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any required reporting pay; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the City.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and the Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, disability, or any other characteristic protected by federal, state or local law. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of City Residents

(a) The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the

requirements of the Employers. In recognition of the fact that the City and the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Parties hereby establish a goal that 30% of all construction labor hours worked on the Project shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first within a three (3) mile radius of City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B.", If the 30% local hire is not attained utilizing these Local Residents, the outreach shall expand, second to qualified employees who reside within a five (5) mile radius of City Hall, as reflected on Attachment "B." If the 30% local hire is still not attained utilizing these Residents, the outreach shall expand, third to qualified employees who reside within a ten (10) mile radius of City Hall, as reflected on Attachment "B." If the 30% local hire is still not attained utilizing these Residents, the outreach shall expand, fourth to other qualified employees which reside in the County of Los Angeles. For dispatch purposes, employees described in this Section 3.5(a) shall be referred to as "Local Residents."

(b) A goal of 30% of the total work hours performed on the Project shall be from qualified workers described in (a) above. In addition, a goal of 5% of the total work hours shall be from transitional workers who reside within a ten (10) mile radius of City Hall, as reflected on Attachment "B."

(c) The Unions shall coordinate with community-based job placement organizations, such as City of Carson Job Clearinghouse, the Workforce Investment Network (WIN), as well as others, to ensure transitional workers, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are referred to the Unions from such organizations. The community-based job placement organizations shall pre-screen any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. The following criteria will be used to identify transitional workers:

- having a gross household income below 50% of the Los Angeles County median;
- being homeless;
- a welfare recipient;
- having a history of involvement with the justice system;
- being unemployed for the previous three (3) months; or
- a custodial single parent.

For the applicant to qualify under this program, the community-based job placement organizations shall verify the presence of at least one of the above criteria for those applicants referred to the Unions.

(d) Contractors and Unions will administer this local residency and transitional worker preference and shall maintain adequate records to demonstrate that local residency and transitional worker preferences have been pursued. The City has the authority to review such records to ensure compliance.

Section 3.6 To facilitate the dispatch of local residents, transitional workers, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as Attachment C. When local residents, transitional workers, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

Section 3.7 Helmets to Hardhats The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified City resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.8 Core Employees

(a) Contractors which are not independently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade; and who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years immediately prior to the award of Project Work to the Contractor.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such other documentation) evidencing the core employee's qualification as a core employee to the Council.

(d) Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

Section 3.10 Lack of Referral Procedure If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership Employees are not required to become or remain union members or pay dues or fees as a condition of performing Project Work under this Agreement. Contractors shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Labor Agreement. Nothing in this Section 3.11 is intended to supersede independent requirements of applicable Master Labor Agreements as to those Contractors otherwise signatory to such Master Labor Agreements and as to the employees of those Contractors who are performing Project Work.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

Section 3.14 Out of State Workers In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California will be excluded from the calculation.

ARTICLE 4
UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working journeyperson as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor,

and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5
WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee–authorized deductions in the amounts designated in the appropriate MLA, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly-trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a prime Contractor or subcontractor to timely make the delinquent payments, a Union may request that the City or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws The Parties agree that the City shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the City for processing, investigation and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6
WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of the MLA's If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution

rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the City. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the City, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The City shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.3 is alleged.

(a) The Party invoking this procedure shall notify Andrea Dooley who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists,

but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, (except for damages as set forth in 6.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 6.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 7
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Western States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences As provided in Article 13, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Community Workforce Coordinator shall be advised in advance of all such conferences and may participate if they wish.

Section 7.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

ARTICLE 8
MANAGEMENT RIGHTS

Section 8.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by a specific provision of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

(a) Plan, direct and control operations of all work;

(b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

(c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

(d) Discharge, suspend or discipline their own employees for just cause;

(e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

(f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the applicable MLA;

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

Section 8.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or

preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The City shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 Special Equipment, Warranties and Guaranties

(a) It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

ARTICLE 9
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the City and the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other party to the grievance (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Edna Francis; (2) Juan Carlos Gonzalez; (3) Fredric Horowitz; (4) Sara Adler; (5) David Weinberg; (6) Andrea Dooley;

and (7) Mark Burstein. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add too, or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice The City shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the City may, in its sole discretion, designate a City staff member to participate fully as a party in all proceedings at such steps.

ARTICLE 10
REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the City or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance The Parties agree that the City shall require, and that the Council and Unions may monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the City procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the City, who shall process, investigate and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as

established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 10.4 Violations of Law Based upon a finding of violation by the City of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the City, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the City and the Contractor, the City may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 11
SAFETY AND PROTECTION OF PERSON AND PROPERTY

The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

ARTICLE 12
APPRENTICES

Section 12.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 12.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards

establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Unions will assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyperson working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyperson from the trade in which the apprentice is indentured. A journeyperson shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyperson as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyperson in the apprenticeable occupation. Should a question arise as to a journeyperson's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyperson to the Council.

ARTICLE 13
PRE-JOB CONFERENCES

Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) at least fourteen (14) days prior to commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Council and the Community Workforce Coordinator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Should there be any formal jurisdictional dispute raised under Article 8, the Community Workforce Coordinator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 14
WORK OPPORTUNITIES PROGRAM

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Area Residents residing within the geographic area serviced by the City of Carson, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeypeople, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

ARTICLE 15
LABOR/MANAGEMENT COOPERATION

Section 15.1 Joint Committee The Parties to this Agreement may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the City and three (3) representatives selected by the Trades Council to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. A quorum will consist of at least two (2) representatives selected by the City and at least two (2) representatives selected by the Trades Council. For voting purposes, only an equal number of City and Union representatives present may constitute a voting quorum. The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement.

ARTICLE 16
SAVINGS AND SEPARABILITY

Section 16.1 Savings Clause It is not the intention of the City, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void

as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 16.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 17
WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 18
AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto. In the event of any conflict or ambiguity between this Agreement and any Attachment or exhibit, the provisions of this Agreement shall govern.

ARTICLE 19
DURATION OF THE AGREEMENT

Section 19.1 Duration

(a) This Agreement shall be effective from March 4, 2026 and shall remain in effect for a period of five (5) years with three one-year renewals upon mutual written agreement of the

Parties, unless either Party provides written notice of its intent to terminate, sent no later than sixty (60) days prior to the termination date or successor termination date; provided, however, that this Agreement may be extended by mutual written agreement of the Parties. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by mutual consent of the City and the signatory Unions for such further periods as the Parties shall agree to.

Section 18.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the Community Workforce Coordinator.

IN WITNESS whereof the Parties have caused this Project Labor Agreement to be executed as of the date and year above stated.

CITY OF CARSON	LOS ANGELES/ORANGE COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL
Dated: _____	Dated: _____
By: _____ Lula Davis-Holmes Mayor	By: _____ Ernesto Medrano Executive Secretary

Approved as To Form:

Dated: _____

By: _____
City Attorney

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5) _____

Boilermakers (Local 92) _____

Bricklayers & Allied Craftworkers (Local 4) _____

Cement Masons (Local 600) _____

Electricians (Local 11) _____

Elevator Constructors (Local 18) _____

Gunite Workers (Local 345) _____

Iron Workers (Reinforced – Local 416) _____

Iron Workers (Structural – Local 433) _____

Southern California District Council of Laborers _____

LiUNA (Local 1309) _____

LiUNA (Local 300) (Remediation) _____

LiUNA (Local 1184) _____

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) _____

Painters & Allied Trades DC 36 _____

Pipe Trades (Local 250) _____

Pipe Trades (Local 345) _____

Pipe Trades (Plumbers Local 78) _____

Pipe Trades (Sprinkler Fitters Local 709) _____

Plasterers (Local 200) _____

Plaster Tenders Local (1414) _____

Roofers & Waterproofers (Local 36) _____

Sheet Metal Workers (Local 105) _____

Teamsters (Local 986) _____

Western States Regional Council of Carpenters _____

ATTACHMENT A
LETTER OF ASSENT

To be signed by all contractors awarded work covered by the Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]
City of Carson
1234 address
City, state, zip code
Attn: _____

Re: Project Labor Agreement - Letter of Assent

To whom it may concern:

This is to confirm that [name of company] agrees to be party to and bound by the City of Carson Project Labor Agreement effective _____, 2025, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Project Name: _____

[Copies of this letter must be submitted to the City and to the Council.]

ATTACHMENT B

LOCAL RESIDENT ZIP CODES

TIER 1
3-MILE RADIUS

90220 Compton, CA
90248 Gardena, CA
90502 Torrance, CA
90710 Harbor City, CA
90744 Wilmington, CA
90745 Carson, CA
90746 Carson, CA
90810 Long Beach, CA
90895 Carson, CA

TIER 2
5-MILE RADIUS

90221 Compton, CA
90501 Torrance, CA
90507 Torrance, CA
90508 Torrance, CA
90509 Torrance, CA
90510 Torrance, CA
90717 Lomita, CA
90747 Carson, CA
90748 Wilmington, CA
90807 Long Beach, CA
90806 Long Beach, CA

TIER 3

90002 Los Angeles, CA
90003 Los Angeles, CA
90044 Los Angeles, CA
90047 Los Angeles, CA
90059 Los Angeles, CA
90061 Los Angeles, CA
90222 Compton, CA
90242 Downey, CA
90247 Gardena, CA
90249 Gardena, CA
90250 Hawthorne, CA

90254 Hermosa Beach, CA
90260 Lawndale, CA
90261 Lawndale, CA
90262 Lynwood, CA
90266 Manhattan Beach, CA
90274 Palos Verdes, CA
90275 Rancho Palos Verdes, CA
90277 Redondo Beach, CA
90278 Redondo Beach, CA
90280 South Gate, CA
90303 Inglewood, CA
90304 Inglewood, CA
90503 Torrance, CA
90504 Torrance, CA
90505 Torrance, CA
90506 Torrance, CA
90706 Bellflower, CA
90712 Lakewood, CA
90713 Lakewood, CA
90723 Paramount, CA
90731 San Pedro, CA
90732 San Pedro, CA
90747 Carson, CA
90755 Signal Hill, CA
90802 Long Beach, CA
90803 Long Beach, CA
90804 Long Beach, CA
90805 Long Beach, CA
90808 Long Beach, CA
90813 Long Beach, CA
90814 Long Beach, CA
90815 Long Beach, CA
90822 Long Beach, CA
90831 Long Beach, CA
90840 Long Beach, CA
90223 Compton, CA
90224 Compton, CA
90251 Hawthorne, CA
90267 Manhattan Beach, CA
90507 Torrance, CA
90508 Torrance, CA
90509 Torrance, CA
90510 Torrance, CA
90707 Bellflower, CA
90711 Lakewood, CA
90714 Lakewood, CA

90733 San Pedro, CA
90734 San Pedro, CA
90748 Wilmington, CA
90749 Carson, CA
90801 Long Beach, CA
90809 Long Beach, CA
90832 Long Beach, CA
90833 Long Beach, CA
90834 Long Beach, CA
90835 Long Beach, CA
90842 Long Beach, CA
90844 Long Beach, CA
90846 Long Beach, CA
90847 Long Beach, CA
90848 Long Beach, CA
90853 Long Beach, CA
90899 Long Beach, CA

(TIER 4)

THE REMAINING AREA ZIP CODES IN LOS ANGELES COUNTY

ATTACHMENT C
CRAFT REQUEST FORM
CITY OF CARSON

TO THE CONTRACTOR: Please complete and submit this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The City of Carson Project Labor Agreement establishes a goal that 30% of all construction labor hours worked on the Project shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, within a three (3) mile radius of City Hall, as reflected on the list of U.S. Postal Service zip codes on Attachment B, second, in those second tier zip codes within a five (5) mile radius of City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto on Attachment B, third, in those third tier zip codes within a ten (10) mile radius of the Project, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment B, and fourth, other qualified employees which reside in the County of Los Angeles. For Dispatch purposes, employees described in this paragraph shall be referred to as Local Residents.

In addition to the above, the City of Carson Project Labor Agreement establishes a goal that 5% of the total work hours shall be from transitional workers who reside within a ten (10) mile radius of City Hall, as reflected on Attachment "B."

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** (___) _____ **Date:** _____

From: Company: _____ Issued By: _____

Contact Phone: (___) _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyperson or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____

Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

[This form is not intended to replace a Local Union's Dispatch or Referral Form

Name:		
Date worker was dispatched:		
Is the worker referred a:	(check all that apply)	
JOURNEYPERSON	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D
DRUG AND ALCOHOL TESTING POLICY
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this CWA and this policy, Attachment C – Drug and Alcohol Testing Policy, hereafter "Policy."

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor's job premises or while working on any jobsite in connection with work performed under the CWA.

2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.

3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the CWA and subject to the Article 10 grievance procedure.

4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug and alcohol testing:

a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted

to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the CWA or new testing procedures are approved, then these new regulations will be deemed as part of this existing CWA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.

e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:

1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.

2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Community Workforce Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.

3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the Applicable Prevailing Wage Laws. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12)-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.

8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the

remaining portions of the CWA shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.

11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.

14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff [1]	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA)[2]	50 ng/ml [3]	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml [3]	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA[4]/MDA[5]	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone[6]	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

[2] An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

[3] **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

[4] Methylenedioxymethamphetamine (MDMA)

[5] Methylenedioxyamphetamine (MDA)

[6] Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

MEMORANDUM OF UNDERSTANDING REGARDING
"QUICK" DRUG SCREENING TESTS PURSUANT TO
ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the "quick" screen test.

Report to Honorable Mayor and City Council

Wednesday, November 5, 2025, 5:00 PM

CONSENT 29.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVING A SUPPLEMENTAL BUDGET AND AUTHORIZING A FUNDING TRANSFER FOR CAPITAL IMPROVEMENT PROJECT NO. 1610: FOISIA PARK IMPROVEMENTS AND CONSIDER RESOLUTION 25-131, 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

On September 17, 2024, the City Council awarded a construction contract to Pub Construction, Inc. (Exhibit No. 1) for the Foisia Park Improvements Project (Project No. 1610). The project includes a variety of park enhancements such as new turf areas, upgraded recreational amenities, and improved accessibility features to make the park more enjoyable and inclusive for all users. Construction is now nearing completion, with most major improvements, including site amenities, play areas, hardscape features, and supporting infrastructure, either completed or substantially complete. The final remaining major work item involves establishing the new turf areas, which were originally designed to be completed through hydro-seeding.

During construction, the Community Services and Parks Maintenance teams identified an opportunity to improve the long-term quality and appearance of the park by replacing the hydro-seeding portion with sod installation. While this enhancement goes beyond the project's originally approved scope, sod provides a higher-quality playing surface, establishes more quickly, and reduces erosion and maintenance issues, allowing the park to open sooner and with a more finished appearance. In coordination with Public Works Engineering and the Finance Department, staff identified available savings from other completed capital projects that can be reallocated to fund this improvement. A separate proposed Resolution (No. 25-131) will authorize the transfer of funds from Account No. 101-99-999-904-8009 to Account No. 101-99-999-904-8008 to cover the additional costs.

With this high-profile community project approaching completion, staff recommends that the City Council approve a supplemental budget of approximately $100,000 for the Foisia Park Improvements Project to fund the turf enhancement from hydro-seed to sod, ensuring improved playability and allowing the park to reopen to the community shortly after Thanksgiving 2025.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a supplemental budget in the amount of approximately $100,000 for Capital Improvement Project No. 1610: Foisia Park Improvements, to cover the cost of replacing hydro-seed with sod to enhance the play

ability of the fields; and,

2. WAIVE further reading and ADOPT Resolution No. 25-131, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING FISCAL YEAR 2025-2026 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" to transfer funds between 101-99-999-904-8009 and 101-99-999-904-8008 to fully fund this supplemental budget.

III. ALTERNATIVES

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

IV. BACKGROUND

The Foisia Park Improvements Project is part of the City's broader effort to enhance community parks and recreational facilities. The project features new turf areas, play equipment, lighting, and accessibility upgrades designed to create a safe and enjoyable space for residents of all ages. The original project design specified hydro-seeding for turf establishment in certain areas of the park. However, hydro-seeding requires a germination and establishment period of approximately 90 days before the surface is stable and safe for public use. It also presents challenges with weed control and growth, particularly during the approaching winter season, when seed establishment is less reliable.

To improve quality and ensure long-term maintenance efficiency, the Parks and Recreation Department, in coordination with Public Works Engineering and Finance, recommends replacing the hydro-seed with sod installation. Sod provides an immediate, uniform turf surface that offers better playability, stronger soil stabilization, and a cleaner aesthetic. It also allows the park to open safely and earlier (by early December 2025) instead of waiting through the hydro-seed establishment period. Funding for this turf enhancement has been identified through existing project savings and is proposed to be transferred between funding sources through a separate City Council resolution being considered with this item.

Consequently, staff recommends that the City Council approve a supplemental budget of approximately $100,000 and authorize the associated funding transfer to complete this improvement. This approach allows the City to deliver a higher-quality, safer, and more resilient park for the community, without delaying the project's completion.

V. FISCAL IMPACT

There is no new funding allocation or impact to the General Fund associated with the proposed action. Staff identified savings from a completed capital project that can be transferred to support the proposed sod enhancement for the Foisia Park Improvements Project. All necessary funding was already included in the adopted Fiscal Year 2025-26 Operating and Capital Improvement Program (CIP) Budgets. Staff is requesting to transfer $100,000 from PW1804 - Arterial Repairs Program (Account No. 101-99-999-904-8009) to PW1610 - Foisia Park Improvements (Account No. 101-99-999-904-8008) to fully fund the enhancement and complete the project as intended.

VI. EXHIBITS

1. Pub Construction Contract
2. Proposed Reso No. 25-131

Attachments

Exhibit No. 1 - PUB Construction Contract

Exhibit No. 2 - Reso 25-131

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
PUB CONSTRUCTION, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this 12th day of November, 2024, by and between the City of Carson, a California charter city ("**City**") and PUB 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 Project No. PW1610: Foisia Park Design and Construction ("**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 **Twelve Million Seven Hundred Fifty Seven Thousand Sixty Two Dollars and Forty Cents ($12,757,062.40)** ("**Contract Sum**") for completion of the work. The Contract Sum reflects the aggregate unit pricing submitted by Contractor as part of its Bid, not Contractor's actual Bid amount which was $409,801.12 higher than the aggregate unit pricing.

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 Sixty (160) working days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Three Thousand Five Hundred Dollars ($3,500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination

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

3.4 Final Acceptance.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Chris Yi	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

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF PUB CONSTRUCTION, INC.

A special meeting of the Board of Directors of Pub Construction, Inc. was held in the conference at the following date, time, and place:

Date: 03/05/2013
Time: 2:00PM
Place: 23441 GOLDEN SPRINGS DR., #104, DIAMOND BAR, CA 91765

The following persons were present:

CHRIS CHAE Y. YI

The chair initiated a discussion regarding a corporate resolution to confirm who is authorized to execute contract documents or to execute bid submittals.

After discussion, it was decided that Chris Chae Y. Yi would have the authority.

On motion duly made, seconded and unanimously carried, the following resolution was adopted.

RESOLVED: That Chris Chae Y. Yi will be the authorized persons to execute all contract documents and bid submittals for all projects contracted for or bid upon by Pub Construction, Inc.

There being no further business, on motion duly made, seconded and unanimously carried, the chair declared that the meeting was adjourned.

Minutes of this meeting was respectfully submitted by

Dated: 3/5/2013

CHRIS CHAE Y. YI, Secretary

ACCEPTANCES OF RESOLUTION ADOPTED
AS OF 3/5/2013

CHRIS CHAE YI. YI, President

CHRIS CHAE YI. YI, Vice President

CHRIS CHAE YI. YI, Secretary

CHRIS CHAE YI. YI, Chief Financial Officer/Treasurer

writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

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

5.3 Indemnification.

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

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

5.4 Notification of Third-Party Claims.

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

5.5 Performance and Payment Bonds.

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

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

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

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

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

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

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

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

7.2 Default of Contractor.

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

7.3 Suspension and Termination.

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

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

7.4 Dispute Resolution Process.

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

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

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

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

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

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

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

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

(iv) Statement of grounds for the claim.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.5 Waiver.

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

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

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

9.2 Notices.

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

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

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

Contractor's Authorized Initials CJ

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a California charter city

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

PUB CONSTRUCTION, INC., a California corporation

*By: _____
Name: Chris Yi
Title: President

*By: _____
Name: Chris Yi
Title: Secretary

Address: 23545 Palomino Dr., #104
Diamond Bar, CA 91765

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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 09/12/2024 before me, RALPH K. PARK, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared CHRIS YI,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

RALPH K. PARK
Notary Public - California
Los Angeles County
Commission # 2469511
My Comm. Expires Nov 3, 2027

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)

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(insert name and title of the officer)

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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.

RALPH K. PARK
Notary Public - California
Los Angeles County
Commission # 2469511
My Comm. Expires Nov 3, 2027

Signature _____ **(Seal)**

EXHIBIT A

CONTRACTOR'S BID

BID
BID SCHEDULE – (IFB-24-09)

PROJECT NO. PW1610
Folsia Park Improvements

Bid Item	Description	Qty	Unit	Unit Price	Item Cost
GENERAL					
1	Bonding, Insurance & Mobilization	1	LS	480,000	480,000
2	Survey	1	LS	44,400	44,400
3	Temporary Fencing	1	LS	9,600	9,600
4	Traffic Control	1	LS	18,000	18,000
SITE CONSTRUCTION					
5	Demolition, Removal & Haul	1	LS	588,840	588,840
6	Erosion Control	1	LS	12,000	12,000
7	Grading	1	LS	610,920	610,920
8	Drainage	1	LS	240,000	240,000
9	Soil Import	57	CY	600	34,200
10	Electrical Upgrades & Switchgear	1	LS	185,377.00	185,377.00
11	Drinking Fountains	6	EA	11,040	66,240
12	Parking Lot Grind Overlay & Slurry Seal	14,385	SF	7.50	107,887.50
13	Striping Parking Lots	1	LS	7680	7680
14	Curb & Gutter	284	LF	36.00	10,224
15	Concrete Paving "A" (4", Broom Finish)	23,316	SF	15.60	363,729.60
16	Concrete Paving "B" (4", Broom Finish, 5' Sawcut Grid)	19,390	SF	18	349,020

17	Concrete Paving "C" (4", TopCast # 5 Sandblast Finish)	10,848	SF	20.40	221,299.20
18	Concrete Paving "D" (4", Integral Colored, TopCast # 5 Finish)	1,520	SF	37.20	56,544
19	Elevated Stage, Steps & Ramp	1	LS	157,200	157,200
20	Concrete PIP Seatwalls	232	LF	600	139,200
21	Concrete Mow Curb & Under-Fence Header	6,325	LF	15.60	98,670
22	Marquee Monument & Digital Signs	1	LS	108,000	108,000
23	Site/Area Lighting	1	LS	944,592	944,592
24	Musco Ballfield Lighting	1	LS	869,032	869,032
25	Poligon Stage Cover Structure	1	EA	420,000	420,000
26	Poligon Group Picnic Shade Structure	2	EA	114,000	228,000
27	Shade Sail Structure	3	EA	114,000	342,000
28	Poligon Bleacher Shade Sails	6	EA	79,200	475,200
29	Fitness Stations	7	EA	7680	53,760
30	Ballfield #1 Fencing, Gates, Backstop, Dugouts with Shade, Foul Poles, Fine Grading & Sign	1	LS	800,769.60	800,769.60
31	Ballfield #2 Fencing, Gates, Backstop, Dugouts with Shade, Foul Pole, Fine Grading & Sign	1	LS	731,622	731,622
32	Ballfield #3 Fencing, Gates, Backstop, Dugouts with Shade, Fine Grading & Sign	1	LS	578,604	578,604
33	Skinned Infield	42,545	SF	14.40	612,648
34	Dugout Furnishings, (Player Bench & Bat Rack)	6	EA	8640	51,840
35	Synthetic Turf (In front of Stage)	1,945	SF	37.20	72,3621
36	Miracle Play Structure & Play Surface	1	LS	492,000	492,000
37	Benches	19	EA	1800	34,200

38	8' Picnic Tables	25	EA	2400	60,000
39	Round Picnic Table (w/ Umbrella Hole)	2	EA	2640	5280
40	BBQ Grill	10	EA	2400	24,000
41	Trash Receptacles	22	EA	3000	66,000
IRRIGATION					
42	Irrigation System	1	LS	562,580	562,580
PLANTING					
43	DG (Turf-Street Sidewalk Buffer)	3,335	SF	8.40	28,014
44	Planting Area Prep & Fine Grading	292,220	SF	.47	136,758.40
45	Soil Prep/Amendments	292,220	SF	.36	105,199.20
46	Turf-Hydroseed	155,990	SF	1.62	252,703.80
47	Turf-Sod (Ballfield)	120,050	SF	2.10	252,105
48	Root Barrier	940	LF	14.40	13,536
49	Trees (36" Box)	34	EA	1560	53,040
50	Palm Trees (15' BTH)	13	EA	4560	469,680
51	Shrubs (1 Gal)	180	EA	18	3240
52	Shrubs (5 Gal)	129	EA	34.80	4459.20
53	Shrubs (15 Gal)	256	EA	148.50	38,092.50
54	Groundcover (4" Pots)	8,525	SF	.74	6309.50
55	Mulch (4" layer)	12,135	SF	1.00	12,086.46
56	120-Day landscape maintenance period	1	LS	46,052.40	

57	Turn-Over, As-Builts & Close-Out	1	LS	12,000	12,000
58	Allowance	1	LS	$400,000	$400,000
TOTAL BASE BID AMOUNT* (Project 1610):	**Figures**	$12,656,864.32			
	Words	TWELVE MILLION SIX HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED SIXTY-FOUR AND THIRTY TWO CENTS			

The Contract Sum is $12,757,062.40 reflecting the aggregate unit pricing submitted by Contractor as part of its Bid Schedule, not Contractor's actual Bid amount which was $409,801.12 higher than the aggregate unit pricing.

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***.

Bond No. 30227246
Premium: $87,881.00
Premium is for contract term and is subject to adjustment based on final contract price
Executed in: 2 Counterparts

EXHIBIT C

PERFORMANCE BOND

We, PUB Construction, Inc., a California corporation, as Principal, and Western Surety Company, 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 **Twelve Million Seven Hundred Fifty Seven Thousand Sixty Two Dollars and Forty Cents ($12,757,062.40)**. 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 16th day of September, 2024.

Seal of Corporation

PUB Construction, Inc.

By: _____
Authorized Representative of Principal

Title: President

(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:

(X) Western Surety Company
[name of surety company]

FOUNDATION RISK PARTNERS, CORP.
Name

790 The City Drive South, Suite 210
Street Number

Orange, CA 92868
City and State

(949) 679-7116
Telephone Number

633 W. 5th Street, Suite #3330
Street Number

Los Angeles, CA, 90071
City and State

(213) 452-5961
Telephone Number

By: _____
Attorney in Fact or other Representative

Rebecca Haas-Bates, Attorney-in-Fact

(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.

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 Orange)

On 09/16/2024 before me, Alma Karen Hernandez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates
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.

ALMA KAREN HERNANDEZ
Notary Public - California
Orange County
Commission # 2390908
My Comm. Expires Jan 16, 2026

Signature _____
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: Performance Bond No. 30227246 Document Date: 09/16/2024
Number of Pages: Two(2) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Western Surety Company

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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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard Adair, William Syrkin, Rebecca Haas-Bates, Individually

of Orange, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of December, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 26th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of September, 2024.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasuretv.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

No. 3472

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA *, organized under the laws of* SOUTH DAKOTA *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 21ST *day of* MARCH, 1975, *I have hereunto set my hand and caused my official seal to be affixed this* 21ST *day of* MARCH, 1975.

Fee

Rec. No.

Filed

By

WESLEY J. KINDER
Insurance Commissioner

Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

FORM CB-3

18753-NIS 7-73 200 DUP ⓘ OSP

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 09/18/2024 before me, RALPH K. PARK, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared CHRIS YI,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

RALPH K. PARK
Notary Public - California
Los Angeles County
Commission # 2469511
My Comm. Expires Nov 3, 2027

Bond No. 30227246
Premium is included in the performance bond
Executed in: 2 Counterparts

EXHIBIT D

PAYMENT BOND

We, PUB Construction, Inc., a California corporation, as Principal, and Western Surety Company, 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 **Twelve Million Seven Hundred Fifty Seven Thousand Sixty Two Dollars and Forty Cents ($12,757,062.40)**. 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 16th day of September, 2024.

Seal of Corporation

PUB Construction, Inc.

By: _____
Authorized Representative of Principal

Title: President

(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:

(X) Western Surety Company
[name of surety]

FOUNDATION RISK PARTNERS, CORP.
Name

633 W. 5th Street, Suite #3330
Street Number

790 The City Drive South, Suite 210
Street Number

Los Angeles, CA 90071
City and State

Orange, CA 92868
City and State

(213) 452-5961
Telephone Number

(949) 679-7116
Telephone Number

By: _____
Attorney in Fact or other Representative
Rebecca Haas-Bates, Attorney-in-Fact

(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.

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 Orange)

On 09/16/2024 *Date* before me, Alma Karen Hernandez, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Rebecca Haas-Bates *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.

ALMA KAREN HERNANDEZ
Notary Public - California
Orange County
Commission # 2390908
My Comm. Expires Jan 16, 2026

Signature _____
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: Payment Bond No. 30227246 Document Date: 09/16/2024
Number of Pages: Two(2) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: Western Surety Company	Signer Is Representing: _____

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard Adair, William Syrkin, Rebecca Haas-Bates, Individually

of Orange, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of December, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of September, 2024.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

No. 3472

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA *, organized under the laws of* SOUTH DAKOTA *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 21ST *day of* MARCH, 1975, *I have hereunto set my hand and caused my official seal to be affixed this* 21ST *day of* MARCH, 1975.

Fee

Rec. No.

Filed

By

WESLEY J. KINDER
Insurance Commissioner

Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

FORM CB-3

18733-BUS 7-72 500 DUP ⓘ OSP

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 09/18/2024 before me, RALPH K. PARK, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared CHRIS YI,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

RALPH K. PARK
Notary Public - California
Los Angeles County
Commission # 2469511
My Comm. Expires Nov 3, 2027

BUSINESS TAX CERTIFICATE

This tax certificate is evidence that all taxes required by the City of Carson to conduct business were paid by the listed person, company, or organization. Issuance of this certificate is not a City endorsement or assurance of the business or business activity.

Business Name: PUB CONSTRUCTION INC

Business Location: 23545 PALOMINO DR 104 DIAMOND BAR, CA 91765-1625

Business Owner: PUB CONSTRUCTION INC

PUB CONSTRUCTION INC
23545 PALOMINO DR 104
DIAMOND BAR, CA 91765-1625

POST IN A CONSPICUOUS PLACE - NOT TRANSFERABLE

CITY OF CARSON

License Number: 089264A

Expiration Date: August 31, 2025

Effective Date: September 01, 2024

Description: CONTRACTOR/BLDRS CLASS A

Notify the Revenue Division in writing of any changes.
License renewal is the taxpayer's responsibility.

Director of Finance

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: Foisia Park Improvements

Chris Yi
Indemnitor(s) (list all names):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Carson and Successor Agency and their respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys' fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by or subject to the approval of Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name Chris Yi

By: _____

Name Chris Yi

By: _____

TO BE SIGNED BY THE CONTRACTOR

EXHIBIT A

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

PUB Construction Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

23545 Palomino Dr. Ste. 104

Requester's name and address (optional)

6 City, state, and ZIP code

Diamond Bar, CA 91765

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	5	–	4	8	1	0	8	6	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 9/11/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foundation Risk Partners dba Millennium Risk Mgmt & Ins Services 301 E Colorado Blvd, Suite 205 Pasadena CA 91101 License#: 0M93299	**CONTACT NAME:** Certificate Desk **PHONE (A/C, No, Ext):** 818-844-4110 **FAX (A/C, No):** **E-MAIL ADDRESS:** Cert@mcsins.com
INSURED PUB Construction Inc 23545 Palomino Dr Ste A-104 Diamond Bar CA 91765-1626 PUBCONS-02	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Insurance Company of the West — 27847 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 945533070 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N		Y	WSD 5044716 05	12/7/2023	12/7/2024	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to all policy terms, exclusions and conditions.

Re: All operations of the Named Insured for the Certificate Holder.

Where required by written contract, WC Waiver of Subrogation applies in favor of the City of Carson per the attached.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

INSURANCE APPROVED

RG

10/21/2024

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles H. Fyfield

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 10/18/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova, CA 95742 License#: 0F82764	**PHONE (A/C, No, Ext):** 877-308-9663 **FAX (A/C, No):** 916-503-6271 **E-MAIL ADDRESS:** info@inszoneins.com **CODE:** **SUB CODE:** **AGENCY CUSTOMER ID #:**
COMPANY Mt. Hawley Insurance Co.	
INSURED Pub Construction Inc 23545 Palomino Dr # 104 Diamond Bar CA 91765	**LOAN NUMBER** **POLICY NUMBER**: ILM0718725 **EFFECTIVE DATE**: 11/01/2024 **EXPIRATION DATE**: 07/01/2025 ☐ CONTINUED UNTIL TERMINATED IF CHECKED **THIS REPLACES PRIOR EVIDENCE DATED:**

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Foisia Park - 23410 Catskill Avenue, Carson, CA 90745

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk / Any One Occurrence	12,760,000	25,000

REMARKS (Including Special Conditions)

Re: Foisia Park Project

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.

ADDITIONAL INTEREST

NAME AND ADDRESS

City of Carson
701 E Carson Street
Carson, CA 90745
USA

INSURANCE APPROVED
RG
10/21/2024

☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☒ LOSS PAYEE
☐ MORTGAGEE ☐

LOAN #

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova, CA 95742
License#: 0F82764

CONTACT NAME: Certificate Team
PHONE (A/C, No, Ext): 877-308-9663 FAX (A/C, No): 916-400-2625
E-MAIL ADDRESS: certs@inszoneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gemini Insurance Company	10833
INSURER B : California Automobile Insurance Co	38342
INSURER C : Evanston Insurance Company	35378
INSURER D : Underwriters at Lloyd's London	15792
INSURER E : Upland Specialty Insurance Company	16988
INSURER F :	

INSURED
Pub Construction, Inc.
23545 Palomino Drive, Suite 104
Diamond Bar, CA 91765
PUBCONS-01

COVERAGES **CERTIFICATE NUMBER:** 614997146 **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	VCGP031786	5/3/2024	5/3/2025	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 SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		BA040000079492	4/8/2024	4/8/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C E	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			MKLV5EUL105703 USXSL0116224	5/3/2024 10/2/2024	5/3/2025 5/3/2025	EACH OCCURRENCE AGGREGATE $	$ 8,000,000 $ 8,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D D	Professional Liability Pollution Liability			PSM1039957942 PSM1039957942	5/29/2024 5/29/2024	5/29/2025 5/29/2025	Aggregate Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Foisia Park Project

The City of Carson, its officers, officials, employees, agents, and volunteers are included as Additional Insured in regards to General Liability and Auto Liability per attached endorsement. Primary and Non-Contributory coverage applies. Waiver of Subrogation applies to General Liability and Auto Liability. Excess follows form subject to the terms and conditions of the policy per the Excess form.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745
USA

INSURANCE APPROVED
RG
10/21/2024

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
   a. The amount paid under the Physical Damage Coverage Section of the policy; and
   b. Any:
      (1) Overdue lease/loan payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
      (3) Security deposits not returned by the lessor;
      (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      (5) Carry-over balances from previous loans or leases.

   The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership;
(3) A member, if you are a limited liability company; or
(4) An executive officer or insurance manager, if you are a corporation.

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XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

(1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

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Policy Number: VCGP031786
Insured Name: PUB CONSTRUCTION INC
Number: 32

CG 20 10 07 04

Effective Date: 05/03/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSORS OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	**Location(s) Of Covered Operations**
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy	All locations for which you have agreed in a written and executed contract prior to an "occurrence
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Policy Number: VCGP031786
Insured Name: PUB CONSTRUCTION INC
Number: 35

CG 24 04 12 19

Effective Date: 05/03/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule
Name Of Person(s) Or Organization(s):
Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

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RESOLUTION NO. 25-131

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, at its September 17, 2024 meeting, the City Council awarded a construction contract to PUB Construction Inc. in the amount of $12,757,062.40 for Capital Improvement Program (CIP) project PW1610: Foisia Park Improvements; and

WHEREAS, staff determined it advantageous to substitute the hydro-seed stated in the scope with sod to ensure a faster project completion time; and

WHEREAS, the cost for the sod substitution is $100,000.00; and

WHEREAS, the $100,000 funds for PW1610 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 CIP-General Funds.

Account	Description	Increase/(Decrease)
101-99-999-904-8009-PW1804	Infrastructure Roadways	($100,000.00)
101-99-999-904-8008-PW1610	Infrastructure other than Buildings	$100,000.00

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 November 5, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 5th day of November 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. 25-131 adopted by the City of Carson City Council at its meeting held on November 5, 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

Wednesday, November 5, 2025, 5:00 PM

DISCUSSION 30.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 8 TO A CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING SERVICES WITH NATIONWIDE ENVIRONMENTAL SERVICES (C-08-001) TO EXECUTE THE FIRST ONE-YEAR CONTRACT EXTENSION OPTION AND APPROVE A DISPOSAL RATE INCREASE AND 3.42% ANNUAL CONSUMER PRICE INDEX COST OF LIVING RATE ADJUSTMENT AND APPROVAL OF RESOLUTION NO. 25-126, “A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE SPECIAL REVENUE FUND" (CITY COUNCIL)

I. SUMMARY

On March 18, 2025, Nationwide Environmental Services (NES) submitted a request for two rate adjustments under its current Street Sweeping Services Agreement (Agreement) with the City (see Exhibit 1). The first request is for a monthly Disposal Rate Adjustment (DRA) of $4,653.75, and the second is for a 3.42% annual Cost of Living Adjustment (COLA) based on the Consumer Price Index (CPI), totaling $3,356.10 per month. If approved, both increases would be applied retroactively to July 1, 2025, resulting in a combined monthly increase of $8,009.85.

The DRA request was submitted in accordance with Section 2.4 of the Agreement, which allows for extraordinary rate adjustments when supported by appropriate documentation and approved by the City Council. The CPI request was made under Section 2.3, which authorizes an annual cost-of-living adjustment based on CPI. Under this provision, the City Manager may approve CPI increases for two consecutive years, with the City Council approving the third-year adjustment. This report is for the third year (2025), therefore requiring City Council review and approval.

On July 1, 2024, the City and NES executed the Seventh Amendment to the Agreement, establishing a contract end date of June 30, 2025, with an option for two additional one-year extensions. As a best practice, the City is transitioning away from “evergreen contracts” i.e. those that automatically renew without formal review, and moving toward fixed-term agreements with defined end dates. This approach promotes transparency, accountability, and compliance with public contracting laws while allowing regular evaluations of contractor performance, pricing, and service quality.

The proposed Eighth Amendment would exercise the first one-year extension option and incorporate the requested rate adjustments. The CPI increase will be funded through the Gas Tax Account, and the total increase of $96,118.21 has already been included in the Fiscal Year 2025-26 budget, bringing the adjusted contract total to $1,273,697.53 (see Exhibit 2).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 8 to a Contract Services Agreement with Nationwide Environmental Services, Inc., a division of Joe's Sweeping, Inc., to provide street sweeping services with a disposal rate adjustment of $55,845 and annual Consumer Price Index rate adjustment of $40,273.21 for FY 2025-26, for a total amount of $96,118.21, thereby increasing the total annual contract sum under the Agreement to $1,273,697.53; and,
2. AUTHORIZE the Mayor to execute the same following approval as to form by the City Attorney; and,
3. WAIVE further reading and ADOPT Resolution No. 25-126, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE SPECIAL REVENUE FUND" (Exhibit 3).

III. ALTERNATIVES

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

IV. BACKGROUND

The City first entered into an agreement with Nationwide Environmental Services (NES) in 2008 to provide citywide street sweeping services. The original agreement had a three-year term beginning July 1, 2008, and included options for renewal. Over the years, the agreement has been amended several times to extend the contract term, adjust compensation, and update provisions related to cost-of-living adjustments and rate increases. Below is a summary of the amendments:

- First Amendment (February 1, 2011): Added sidewalk sweeping services, extended the agreement through June 30, 2018, and allowed for annual cost-of-living adjustments (CPI increases) subject to City Council approval.
- Second Amendment (April 1, 2014): Further extended the term of the agreement.
- Third Amendment (Effective July 1, 2019): Ratified and memorialized four prior CPI adjustments and approved a new CPI increase.
- Fourth Amendment (Effective July 1, 2020): Approved a 2.96% CPI rate adjustment for FY 2020-21.
- Fifth Amendment (Effective July 1, 2021): Approved a 1.5% CPI adjustment and a Disposal Rate Adjustment (DRA) increase of $4,836.25 per month, both effective July 1, 2021.
- Sixth Amendment (Effective July 1, 2022): Approved a 6.6% CPI adjustment and modified the approval process so that the City Manager may approve CPI adjustments for two consecutive years, with City Council approval required every third year.
- Seventh Amendment (Effective July 1, 2024): Approved a 3.48% CPI increase, bringing the total annual contract amount to $1,177,579.32, and established a defined contract end date of June 30, 2025, with two optional one-year extensions. As part of a broader best-practice initiative, the City is moving away from "evergreen" contracts, which automatically renew without review, to contracts with defined term end dates. This approach improves transparency, accountability, and compliance with public contracting laws while allowing regular evaluations of contractor performance, pricing, and service quality.

Proposed Eighth Amendment

On March 18, 2025, NES submitted a request for two rate adjustments; a 3.42% annual cost-of-living increase based on the Consumer Price Index (CPI), totaling $3,356.10 per month, and a monthly Disposal Rate Adjustment (DRA) of $4,653.75. Both requests are proposed to take effect retroactively to July 1, 2025. Under Section 2.3 of the Agreement, NES may request annual CPI-based rate adjustments in accordance with the Los Angeles–Anaheim–Riverside CPI, published by the U.S. Department of Labor, Bureau of Labor Statistics. Under Section 2.4, NES may also request extraordinary adjustments such as the DRA, subject to City Council approval and supporting documentation. Approval of the Eighth Amendment would: Implement the 3.42% CPI increase, consistent with the Bureau of Labor Statistics data (Exhibit 6); approve the DRA increase; adjust the total annual contract amount to $1,273,697.53; and, exercise the first of two available one-year contract extension options.

V. FISCAL IMPACT

The requested 3.42% Cost of Living Adjustment (CPI increase) and Disposal Rate Adjustment (DRA) will result in a total contract increase of $96,118.21. The CPI increase will be funded from the Gas Tax Account (212-80-840-281-6004). The current annual contract amount for FY 2024-25 is $1,177,579.32. If the proposed increases are approved, the total annual allocation for FY 2025-26 would rise to $1,273,697.53. To implement this adjustment, a budget amendment is required to increase the FY 2025-26 special revenue fund allocation for the NES agreement by $96,118.21. Adoption of Resolution No. 25-126 will authorize this budget amendment.

VI. EXHIBITS

1. Nationwide Environmental Services' Consumer Price Index Rate & Disposal Rate Adjustment Request dated March 18, 2025
2. Proposed Eighth Amendment to Contract Services Agreement to Provide Street Sweeping Services for the City of Carson, California
3. Resolution No. 25-126, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE SPECIAL REVENUE FUND"
4. Section 2.3 of Agreement
5. Section 2.4 of Agreement
6. Consumer Price Index - 2025, All Urban Consumers, for the Los Angeles-Long Beach-Anaheim, CA as published by the United States Department of Labor, Bureau of Labor Statistics

Attachments

Exhibit No. 1-NES-CPI&DRI Request-2025.pdf

Exhibit No. 2-Amendment No. 8

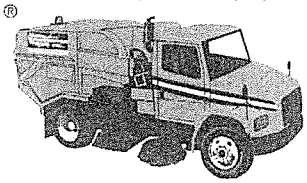
Exhibit 3-Final-Resolution No. 25-126-NES-CPI Request-2025.pdf

Exhibit No. 4 -NES Contract 2.3.pdf

Exhibit No. 5 -NES Contract 2.4.pdf

Exhibit No. 6-CPI-2025.pdf

Nationwide Environmental Services®
Division of Joe's Sweeping, Inc.



March 18, 2025

Dr. Arlington C. Rodgers, Jr.
Public Works Director
City of Carson
701 E. Carson Street
Carson, CA 90745

Dear Dr. Rodgers:

Nationwide Environmental Services (NES) has been a trusted provider of street sweeping services to the City of Carson for many years. We value our strong partnership with the City and remain committed to delivering high-quality service at the most competitive cost.

However, after careful evaluation of rising operational costs, NES respectfully submits this formal request for a rate adjustment as authorized under our agreement with the City. Pursuant to Section 2.4 of the Street Sweeping Agreement, NES may request an adjustment due to unusual changes in the cost of providing services. A key factor impacting our costs is the significant increase in disposal fees for street sweeping debris. Since our last adjustment in 2021, the disposal rate has risen from $60.50 per ton to $86.00 per ton—an increase of $25.50 per ton, representing a 42% rise.

To account for this increase, NES respectfully requests a monthly adjustment of $4,653.75, effective July 1, 2025. Details of this calculation are outlined in Attachment A. Additionally, the transfer station we utilize, Universal Waste Systems (UWS), provides the most competitive rates. If NES were to transport debris to alternative transfer stations, such as Waste Management's Transfer Station in Carson, the adjustment request would be significantly higher (see Attachment A).

Furthermore, Section 2.3 of the Street Sweeping Agreement allows for an annual rate adjustment based on the Consumer Price Index (CPI). Accordingly, NES requests a 3.42% cost-of-living adjustment, totaling $3,356.10 per month, effective July 1, 2025, based on the annual CPI change from December 2023 to December 2024 (see Attachment B).

We appreciate the City's careful consideration of this request and remain committed to providing exceptional street sweeping services as a trusted partner. Please feel free to reach out if you have any questions or require additional information.

Sincerely,

Ani Samuelian
President

Attachments

11914 Front Street • Norwalk, California 90650 • (562) 860-0604 • Fax (562) 868-5726
www.nes-sweeping.com

ATTACHMENT A

CITY OF CARSON

UWS - 2021 Price Per Ton	$60.50
UWS - Current Price Per Ton	$86.00
Increase Per Ton	$25.50
Percentage Increase Per Ton	42.14%
Average Monthly Tons of Street Sweeping Debris	182.5
Monthly Tipping Fee Increase	**$4,653.75**
UWS - 2021 Price Per Ton	$60.50
Waste Management - Carson - Current Price Per Ton	$135.00
Increase Per Ton	$74.50
Percentage Increase Per Ton	123.13%
Average Monthly Tons of Street Sweeping Debris	182.5
Monthly Tipping Fee Increase	**$13,596.25**

Nationwide Environmental Services
Request Dated: 3/18/2025

EIGHTH AMENDMENT TO CONTRACT SERVICES AGREEMENT TO PROVIDE STREET SWEEPING SERVICES FOR THE CITY OF CARSON, CALIFORNIA

This **EIGHTH AMENDMENT TO CONTRACT SERVICES AGREEMENT TO PROVIDE STREET SWEEPING SERVICES FOR THE CITY OF CARSON, CALIFORNIA** ("Eighth Amendment") by and between the City of Carson, a California municipal corporation ("City") and Nationwide Environmental Services, a division of Joe's Sweeping, Inc., a California corporation ("Contractor"), is effective retroactive to June 30, 2025. City and Contractor may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. City and Contractor entered into that certain "Contract Services Agreement" ("Agreement") dated July 1, 2008, for street sweeping services within the City, which provided for an annual contract sum of $731,420; and

B. City and Contractor entered into that certain "First Amendment to Contract Services Agreement" ("First Amendment") dated February 1, 2011, for street sweeping services within the City, which made amendments to the provisions of the Agreement relating to Scope of Services, CPI adjustments, Extraordinary Adjustments, Term, and Termination; and

C. City and Contractor entered into that certain "Second Amendment to Contract Services Agreement" ("Second Amendment") dated April 1, 2014, for street sweeping services within the City, which made amendments to the provisions of the Agreement, as amended by the First Amendment, relating to Scope of Services, Term, and Termination, and which amended the Contract Sum provisions of the Agreement to authorize an additional annual sum of $58,000 for sidewalk sweeping services; and

D. Section 2.3 (Future Adjustments) of the Agreement, as amended by the First Amendment, provides, "[e]ffective July 1, 2009, and on each July 1 thereafter, the compensation paid to the contractor may be adjusted annually to rates that are based upon changes in the Consumer Price Index ("CPI'", All Urban Consumers for Los Angeles-Anaheim-Riverside Area, as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor shall submit to the City, each April, beginning in 2009, information in support of an annual adjustment. The information will include changes in the CPI that have occurred during the preceding calendar year. The City Manager or designee shall review the information submitted by Contractor and will refer the proposed adjustment to City Council for approval, in its reasonable judgment."

E. Between the effective date of the Agreement and the end of 2018, five CPI increases requested by Contractor were approved for budgeting purposes by the City Council, and thereafter paid by the City, in the total amount of $72,958.44, as follows: (1) CPI increase of 2.2%, effective July 1, 2013; (2) CPI increase of 1.3%, effective July 1, 2015; (3) CPI increase of .91% effective July 1, 2016; (4) CPI increase of 1.89%, effective July 1, 2017; and (5) CPI increase of 2.79%, effective July 1, 2018. City and Contractor ratified the Prior CPI Increases by entering into that certain "Third Amendment to Contract Services Agreement" ("Third Amendment") effective July 1, 2019. The Third Amendment also authorized a CPI Increase of 3.8% pursuant to request

submitted by Consultant on April 2, 2019, thereby increasing the contract sum by $32,770.32 (in addition to the $72,958.44 reflecting the previous CPI Increases) to $895,148.76.

F. On April 1, 2020, Contractor submitted a request to the City for a 2.96% cost of living increase pursuant to Section 2.3 of the Agreement, and the City approved of same, resulting in the parties entering into that certain "Fourth Amendment to Contract Services Agreement" ("Fourth Amendment") effective July 1, 2020, thereby increasing the annual Contract Sum by $26,496.64, for a total contract sum of $921,645.48.

G. Also by the Fourth Amendment, pursuant to Section 2.3 of the Agreement, the Parties increased the hourly rates specified in Section C.1(2) of Exhibit "C" of the Agreement, for additional street sweeping services requested by the Contract Officer and not otherwise specified in the Agreement, to reflect the cumulative effects of CPI, as such effects had been identified and determined, with respect to the annual contract sum, by the aforementioned CPI increases.

H. On July 1, 2021, the parties entered into that certain "Fifth Amendment to Contract Services Agreement" ("Fifth Amendment") increasing the annual Contract Sum to $993,505.16. This increase was the result of Consultant's submittal of a request for a monthly Disposal Rate Adjustment ("DRA") increase of $4,836.25 to be effective July 1, 2021 and an annual cost of living increase per the CPI, in the amount of $1,152.06 per month, equaling 1.5% of the contract sum, which when combined increased the total amount of the contract sum by $5,988.31 per month. The DRA and CPI increases were made pursuant to Sections 2.4 and 2.3, respectively, of the Agreement.

I. On July 1, 2022, the parties entered into that certain "Sixth Amendment to Contract Services Agreement" ("Sixth Amendment") to incorporate a 6.6% cost of living increase pursuant to Section 2.3 of the Agreement (equivalent to an annual contract sum increase of $65,571.34), effective July 1, 2022, resulting in an increase of $65,571.34 to the contract sum per annum thereby increasing the annual contract sum from $993,505.17 to $1,059,076.50. The Sixth Amendment also authorizes the City Manager to approve CPI increases (if any) granted pursuant to Section 2.3 of the Agreement two out of every three years, with City Council approval being required only every third year (starting with the City Council approval granted pursuant to the Sixth Amendment effective July 1, 2022), rather than requiring City Council approval for the CPI increase (if any) granted each year as was the case prior to the Sixth Amendment, in order to conserve City resources associated with presenting such regular CPI increases to the City Council for its consideration each year.

J. On April 4, 2023, Contractor submitted a request to the City for a 7.45% cost of living increase pursuant to Section 2.3 of the Agreement (equivalent to an annual contract sum increase of $78,901.20), effective July 1, 2023.

K. The City Manager reviewed the request and supporting documentation submitted by the Contractor, and determined that the requested 7.45% CPI increase is accurate and appropriate pursuant to Section 2.3 of the Agreement, and based thereon, on September 21, 2023, approved the same, resulting in an increase of $78,901.20 to the contract sum per annum thereby increasing the annual contract sum from $1,059,076.50 to $1,137,977.70.

L. On July 1, 2024, the parties entered into that certain "Seventh Amendment to Contract Services Agreement" ("Seventh Amendment") to incorporate a 3.48% cost of living

increase pursuant to Section 2.3 of the Agreement, effective July 1, 2024, resulting in an increase of $39,601.62 to the contract sum per annum thereby increasing the annual contract sum from $1,137,977.70 to $1,177,579.32. The Seventh Amendment also granted an extension of the term to June 30, 2025, with City options to extend the term by two (2) additional one-year terms.

M. Section 2.4 ("Extraordinary Adjustments") of the Agreement provides as follows, in part: "… the Contractor or the City may request an adjustment to the compensation paid to the Contractor at times other than those specified in Section 2.3, based upon unusual changes in the cost of providing service under this agreement. The Contractor may request only one such adjustment during any rate year. Unusual changes may include changes in components of the disposal rate, changes in the disposal site requested by the City, changes in state or local government solid waste fees and charges, and changes in the law. The changes do not include inaccurate estimates by the Contractor of its proposed cost of operations. For each request, the Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable to the City with support for all assumptions made by the Contractor in preparing the estimate. The City shall review the Contractor's request and, in the City's reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any."

N. On March 18, 2025, Contractor submitted (1) a request to the City for a 3.42% cost of living increase pursuant to Section 2.3 of the Agreement (equivalent to an annual contract sum increase of $40,273.21), effective July 1, 2025; and (2) a request for a monthly rate adjustment of $4,653.75 pursuant to Section 2.4 of the Agreement based on asserted extraordinary costs resulting from an increase of 42% since the last adjustment in 2021 in the rates charged by third parties to Contractor for disposal of street sweeping debris pursuant to the Agreement, effective July 1, 2025.

O. The City has reviewed the request and supporting documentation submitted by the Contractor, and has determined as follows: (1) the requested 3.42% CPI increase is accurate and appropriate pursuant to Section 2.3 of the Agreement, and the City sees fit to approve of same, resulting in an increase of $40,273.21 to the contract sum per annum; and (2) the requested increase pursuant to Section 2.4 of the Agreement is appropriate, as the City's determination after review of the supporting documentation submitted by Contractor is that the entirety of the aforementioned 42% increase in disposal rates is attributable to unusual or extraordinary causes rather than to inflation, cost of living, usual market forces, or other usual or ordinary causes or changes, and the City therefore sees fit to approve of same, resulting in an increase of $55,845 to the contract sum per annum. Adding the two adjustments together results in a total increase of $96,118.21 to the per annum contract sum, thereby increasing the per annum contract sum from $1,177,579.32 to $1,273,697.53.

P. The parties also seek to amend the term of the Agreement so that it shall expire June 30, 2026 so that City will only have one final option to extend the term by one (1) additional year.

Q. Based on the foregoing, the City and Consultant now wish to further amend the Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment (collectively, "Prior Amendments"), to incorporate the 3.42% CPI increase, disposal rate increase, and adjustment to the Agreement term, effective retroactive to June 30, 2025.

TERMS

1. Recitals. The Recitals set forth above are hereby incorporated into this Eighth Amendment by this reference, as though fully set forth herein.

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

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

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Million ***Two*** ~~One~~ Hundred Seventy ***Three*** ~~Seven~~ Thousand ***Six*** ~~Five~~ Hundred ~~Seventy Nine~~ ***Ninety Seven*** Dollars and ~~Thirty Two~~ ***Fifty Three*** Cents ($***1,273,697.53*** ~~1,177,579.32~~) ("Contract Sum") per annum, except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings."

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

"3.4 Term & Extended Term(s). The term of this Agreement, as amended, shall continue in full force and effect until expiration on June 30, 202~~5~~***6***. The City may, at its sole discretion, elect to extend the term by ***one*** ~~two~~ (***1***~~2~~) additional one-year term~~s~~. ~~The anniversary date of this Agreement is April 1 of each year.~~"

C. Section C.1 of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

"C.1. For the services required herein, the Contractor shall be paid the following as the Contract Sum:

1. The annual sum of One Million ~~Ninety Five~~ ***One Hundred Thirty Three*** Thousand ~~Six~~ ***One*** Hundred ~~Seventy Seven~~ ***Fifty*** Dollars and ~~Ninety Four~~ ***Thirteen*** Cents ($***1,133,150.12*** ~~1,095,677.94~~) in twelve (12) monthly installments at the time specified in this Agreement. The Contract Sum shall be adjusted annually, in accordance with section 2.0 Compensation of this Agreement."

2. Any additional street sweeping services requested by the Contract Officer and not otherwise specified in the Agreement shall be performed by the Contractor at one of the following rates ***$138.20*** ~~$133.63~~ per hour per sweeper, ***$44.50*** ~~$43.03~~ per curb mile. The City shall maintain sole discretion in selecting which rate shall apply when additional services are employed. These hourly or curb mile rates shall be adjusted on the anniversary of the Commencement Date in the manner set forth in this Agreement. The hourly rate shall apply whenever special services are requested by the Contract officer. The mileage rate shall apply to any new streets added or deleted from the sweeping schedule.

3. The additional annual sum of Eighty ***Four*** ~~One~~ Thousand ~~Nine~~ ***Seven*** Hundred ~~One~~ ***Two*** Dollars and Forty ***Three*** Cents ($***84,702.43*** ~~81,901.40~~) for sidewalk sweeping services payable in twelve (12) monthly installments at the time specified in the Agreement. Such sum shall be adjusted annually, in accordance with Section 2.0 Compensation of this Agreement."

3. Continuing Effect of Agreement. Except as expressly amended by this Eighth Amendment in Section 1 above and the Prior Amendments, all other terms, conditions and provisions of the Agreement shall remain unchanged and are in full force and effect. From and after the date of this Eighth Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Eighth Amendment and Prior Amendments.

4. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Prior Amendments. 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 the Prior Amendments. Each party represents and warrants to the other that the Agreement, as amended by the Prior Amendments, is currently effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Eighth 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 Contractor that, as of the date of this Eighth Amendment, Contractor 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.

5. 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 Eighth Amendment.

6. Authority. The persons executing this Eighth 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 Eighth Amendment on behalf of said party, (iii) by so executing this Eighth

Amendment, such party is formally bound to the provisions of this Eighth Amendment, and (iv) the entering into this Eighth Amendment does not violate any provision of any other agreement to which said party is bound.

7. Counterparts. This Eighth 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 Eighth Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Eighth Amendment on the date(s) and year written below effective retroactive to June 30, 2025.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Homes, Mayor
_____, 2025

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONTRACTOR:

NATIONWIDE ENVIRONMENTAL SERVICES, a division of Joe's Sweeping, Inc., a California Corporation

By: _____
Name:
Title: President

By: _____
Name:
Title: Secretary

_____, 2025

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.

RESOLUTION NO. 25-126

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE SPECIAL REVENUE FUND

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 Special Revenue Fund budget.

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

Section 1. The following amendment(s) will be made to the City's FY2025-26 budget.

		Increase/(Decrease)
212-80-840-281-6004	Professional Services	$96,118.20

Section 2. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY 2025-26 budget on file, and effective as of November 5, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 5th day of November, 2025.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis Holmes, Mayor

ATTEST:

Dr.Khaleah K. Bradshaw, City Clerk

Exhibit 3

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

I, Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-126 adopted by the City of Carson City Council at its meeting held on November 5, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____

City Clerk, Dr. Khaleah K. Bradshaw

contract amount of Seven Hundred Thirty One Thousand Four Hundred Twenty Dollars ($731,420.00) ("Contract Sum") per annum, except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City in the form approved by the City's Administrative Services General Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement no later than the last working day of the month.

2.3 Future Adjustments. Effective July 1, 2009, and on each July 1 thereafter, the compensation paid to the Contractor shall be adjusted annually to rates that are based upon changes in the Consumer Price Index (CPI), All Urban Consumers, for Los Angeles-Anaheim Riverside Area, as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor shall submit to the City, each April, beginning in April 2009, information in support of an annual adjustment. This information will include changes in the CPI that have occurred during the preceding calendar year. The City Manager or his designee shall review the information submitted by Contractor and approve the rate adjustment if the information submitted is determined to be accurate. As an alternative, the City Manager may refer the proposed adjustment to the City Council for approval, in its reasonable judgment.

2.4 Extraordinary Adjustments. The Contractor or the City may request an adjustment to the compensation paid to the Contractor at times other than those specified in Section 2.3, based upon unusual changes in the cost of providing service under this agreement The Contractor may request only one such adjustment during any rate year. Unusual changes may include changes in components of the disposal rate, changes in the disposal site requested by the City, changes in state or local government solid waste fees and charges, and changes in the law. These changes do not include inaccurate estimates by the Contractor of its proposed cost of operations. For each request, the Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable by the City with support for all assumptions made by the Contractor in preparing the estimate. The City shall review the Contractors request and, in the City's reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any.

2.5 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City

States Department of Labor, Bureau of Labor Statistics. The Contractor shall submit to the City, each April, beginning in April 2009, information in support of an annual adjustment. This information will include changes in the CPI that have occurred during the preceding calendar year. The City Manager or designee shall review the information submitted by Contractor and will refer the proposed adjustment to the City Council for approval, in its reasonable judgment."

SECTION 3. AMENDMENDMENT TO COMPENSATION OF CONTRACTOR

Section 2.4 of the Agreement, Extraordinary Adjustments, is hereby amended, in its entirety, to read as follows:

"There shall be no Contractor entitlement to any Extraordinary Adjustments for Fiscal Years 2011/12 and 2012/13. Thereafter, the Contractor or the City may request an adjustment to the compensation paid to the Contractor at times other than those specified in Section 2.3, based upon unusual changes in the cost of providing service under this agreement. The Contractor may request only one such adjustment during any rate year. Unusual changes may include changes in components of the disposal rate, changes in the disposal site requested by the City, changes in state or local government solid waste fees and charges, and changes in the law. These changes do not include inaccurate estimates by the Contractor of its proposed cost of operations. For each request, the Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable by the City with support for all assumptions made by the Contractor in preparing the estimate. The City shall review the Contractors request and, in the City's reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any."

SECTION 4. AMENDMENT TO TERM OF CONTRACT

Section 3.4 of the Agreement, Term & Extended Term(s), is hereby amended, in its entirety, to read as follows:

"Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from July 1, 2008 (the "Commencement Date") through June 30, 2018. In addition, the City (in the sole and absolute discretion of the City Council, acting at a duly noticed public meeting) shall have the option of extending the term of this Agreement for one (1) addition three (3) year extended term. The City shall exercise this option, if at all, by the City Council directing the City Manager, or designees, to give written notice to Contractor of the City Council's decision to further extend the term of this Agreement not less than thirty (30) calendar days prior to the expiration of

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

ATTACHMENT B

Series Id: CUURS49ASA0
Not Seasonally Adjusted
Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all
Area: Los Angeles-Long Beach-Anaheim, CA
Item: All items
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.030
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567	277.303	279.832
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925	289.244	284.470	294.018
2022	301.209	302.164	306.679	308.302	310.649	314.072	313.415	313.608	315.033	317.014	314.633	312.601	310.782	307.179	314.384
2023	318.591	317.571	317.873	320.089	320.514	322.055	321.931	324.050	324.984	324.545	323.341	323.456	321.583	319.449	323.718
2024	326.640	328.232	330.671	332.572	332.956	332.357	332.928	333.359	334.123	334.242	333.718	334.531	332.194	330.571	333.817

2023	323.456
2024	334.531
Change Amount	11.075
Formula	3.423
CPI Increase	3.42%

Source: Bureau of Labor Statistics

Nationwide Environmental Service
Request Dated: 3/18/2025

Report to Honorable Mayor and City Council

Wednesday, November 5, 2025, 5:00 PM

DISCUSSION 31.

To: Honorable Mayor and City Council

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

Subject: CONSIDER TAKING AN ACTION PURSUANT TO ELECTION CODE SECTION 9215 FOR FIREWORKS INITIATIVE ORDINANCE (CITY COUNCIL)

I. SUMMARY

Following the City Clerk/Elections Official's certification that the initiative petition has secured the required number of valid signatures, action must now be taken as mandated by state law. Under Elections Code 9215, the Mayor and Council have a mandatory duty to select one of the following three options:

1. Adopt the Ordinance: The Mayor and Council may adopt the initiative ordinance without alteration at tonight's regular meeting at which the certificate was presented, or within 10 days thereafter.
2. Order an Election: The Mayor and Council may order the initiative ordinance to be submitted to the voters at a regular election on June 2, 2026, or at a special election.
3. Order a Report: The Mayor and Council may, as a preliminary step, order a report on the effects/impacts of the initiative measure pursuant to Elections Code Section 9212. This report, which can cover the measure's fiscal impact, effect on the General Plan, and impact on housing or infrastructure (among other things), provides an opportunity for due diligence.

For the third option, the report pursuant to Elections Code Section 9212 would have to be presented to the City Council no later than 30 days from today, November 5, 2025 (as the date the certificate of sufficiency was received). Upon receiving the completed report, the Mayor and Council would then be required to revert to the Elections Code 9215 mandates, having 10 days to either adopt the ordinance without alteration or order an election.

Therefore, the item before the Council is to decide which action to take from among these three options.

II. RECOMMENDATION

TAKE ONE of the following actions:

1. ADOPT without alteration and pursuant to Elections Code Section 9215(a), Ordinance No. 25-2519, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING AN INITIATIVE MEASURE ENTITLED “A PROPOSED INITIATIVE ORDINANCE TO AMEND THE CARSON MUNICIPAL CODE TO PERMIT THE SALE AND USE OF CERTAIN FIREWORKS WITHIN THE CITY OF CARSON” (Exhibit No. 1); **OR**
2. ORDER a Report on the effects of the proposed initiative Ordinance No. 25-2519, pursuant to Election Code sections 9215(c) and 9212; and SUBMIT the proposed initiative Ordinance No. 25-2519, without alteration, to

the voters at a General Municipal Election occurring on June 2, 2026, pursuant to Elections Code Sections 9215(b) and 1405, by taking the following actions:

a. ADOPT Resolution 25-133, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, JUNE 2, 2026, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY AN INITIATIVE MEASURE, WHICH WILL AMEND ARTICLE III, CHAPTER 1 "FIRE PREVENTION" OF THE CARSON MUNICIPAL CODE TO ALLOW THE SALE AND USE OF "SAFE AND SANE" FIREWORKS IN THE CITY OF CARSON" (Exhibit No. 2); and
b. ADOPT Resolution 25-134, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENT(S) AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING AN INITIATIVE MEASURE, WHICH WILL ALLOW THE SALE AND USE OF "SAFE AND SANE" FIREWORKS IN THE CITY OF CARSON" (Exhibit No. 3); and
c. ADOPT Resolution 25-135, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING AN INITIATIVE MEASURE, WHICH WILL AMEND ARTICLE III, CHAPTER 1 "FIRE PREVENTION" OF THE CARSON MUNICIPAL CODE TO ALLOW THE SALE AND USE OF "SAFE AND SANE" FIREWORKS IN THE CITY OF CARSON, TO BE SUBMITTED AT THE GENERAL MUNICIPAL ELECTION ON JUNE 2, 2026" (Exhibit No. 4); **OR**

3. ORDER a Report on the effects of the proposed initiative Ordinance No. 25-2519, pursuant to Election Code sections 9215(c) and 9212; and SUBMIT the proposed initiative Ordinance No. 25-2519, without alteration, to the voters at a General Municipal Election occurring on June 2, 2026, pursuant to Elections Code Sections 9215(b) and 1405.

III. ALTERNATIVES

1. As an alternative to Option 2 above, the Council could instead opt to submit the proposed initiative ordinance, without alteration, to the voters at a special election not less than 88 days nor more than 103 days after the order of the election. However, a special election is not recommended because of the significant costs that would be associated with holding a special election, as detailed in Section IV below.
2. Except as provided above, there are no alternatives; State law provides that when a lawful initiative is certified to a city council as a sufficient petition, the city council shall either adopt the ordinance, request a report, or submit the ordinance to the voters, as detailed above. (Elections Code §§ 9215, 9211, 9114, 1405.)

IV. BACKGROUND

On March 18, 2025, the City Council adopted Ordinance No. 25-2507, which amended the City's fireworks regulations (in Chapter 1 of Article III of the Carson Municipal Code) to prohibit the sale, use, and discharge of "safe and sane" fireworks in the City of Carson. Previously, the sale of "safe and sane" fireworks from temporary stands was allowed, subject to issuance of a permit, and use and discharge of such fireworks was allowed during specified days and times around the Fourth of July season. Ordinance No. 25-2507 was adopted to protect public safety, reduce fire risk, and aid law enforcement. Ordinance No. 25-2507 allows for permitted public fireworks displays by licensed operators.

On April 28, 2025, the City Clerk's office received proper documents to propose an initiative ordinance to amend the Carson Municipal Code to permit the sale and use of certain fireworks within the City.

Summary of Proposed Measure

The proposed initiative ordinance would amend the Carson Municipal Code to remove the ban on "safe and sane fireworks" that was put in place by Ordinance No. 25-2507 and instead (i) allow use and discharge of "safe and sane fireworks" by the general public during specified dates and times around the Fourth of July season, and (ii) allow the sale of "safe and sane fireworks" from temporary stands by permitted nonprofit organizations during specified dates and times around the Fourth of July season, subject to specified permitting and operational regulations. The maximum number of permitted stands each year would be 12.

The proposed initiative ordinance includes a general prohibition on use, discharge and sale of "dangerous fireworks" (as defined in California Health & Safety Code Section 12529), subject to an exception allowing the activities contained in California Health & Safety Code Section 12640 upon issuance of a permit by the City Manager. Such activities include: (i) manufacturing, importing, exporting, storing, possessing, or selling "dangerous fireworks" at wholesale; (ii) discharging "dangerous fireworks" at any place, including a public display; and (iii) using special effects. The proposed initiative ordinance provides that each such use or display shall be handled by a licensed pyrotechnic operator.

The proposed initiative ordinance also includes exceptions allowing activities involving "agricultural and wildlife fireworks" (as defined in the proposed ordinance) and model rockets, subject to issuance of a permit by the City Manager.

Certification of Sufficiency Triggering Required Action Pursuant to Elections Code Section 9215

As part of the initiative process, proponents are required to circulate their petition and gather signatures from at least 10% of the city's registered voters (which in this case was 6,405) within 180 days. This requirement was met on time, and the petition was submitted to the City Clerk/Elections Official, who conducted a prima facie review, accepted the petition for filing on September 18, 2025, and then forwarded it to the County Clerk for signature verification on September 22, 2025. On October 10, 2025, the County Clerk certified that 7,200 of the 9,495 signatures were valid, confirming the petition's sufficiency as the number of valid signatures exceeded the required 10%. The Certificate of Sufficiency was subsequently issued by the City Clerk and presented to the City Council as part of the consent calendar on tonight's City Council meeting agenda.

Following the certification of sufficiency to the proposed initiative, the City Council is required to take one of the following actions pursuant to Elections Code § 9215: (a) Adopt the ordinance, without alteration; (b) Submit the ordinance, without alteration, to the voters at the next regular election not less than 88 days later or at a special election not less than 88 days nor more than 103 days after the order of the election; or (c) Order a report pursuant to Elections Code 9212 on the impact of the proposed initiative. These options are further discussed below.

Option 1 - Adopt the Ordinance, as presented

Pursuant to California Elections Code § 9215(a), the City Council "may adopt the ordinance, without alteration, at the regular meeting at which the certification of the petition is presented, or within 10 days after it is presented."

If the City Council chooses this option, the adoption of the Ordinance may take place at tonight's meeting (November 5, 2025) or within 10 calendar days. The Ordinance would take effect immediately upon adoption pursuant to Charter Section 316(1), which provides that any ordinance calling or otherwise relating to an election shall take effect immediately upon adoption. Additionally, Charter Section 313(A) provides that ordinances which take effect immediately upon adoption are excepted from the general requirement that ordinances be first introduced by the City Council and then have a second reading no sooner than five days after their introduction and prior to their adoption.

By adopting the initiative ordinance, with further reading waived, the City's fireworks regulations in Article III, Chapter 1 of the Carson Municipal Code would be amended as set forth in Exhibit A to Ordinance No. 25-2519 (Exhibit No. 1), which is the text of the proponent's initiative measure.

Option 2 – Submit the Ordinance to the Voters, as presented

Pursuant to California Elections Code Section 9215(b), the City Council may "submit the Ordinance, without alteration, to the voters pursuant to [Elections Code] Section 1405."

If the Council selects this option and a majority of the voters voting on the initiative ordinance vote in its favor, then the initiative ordinance shall become a valid and binding ordinance of the City. The ordinance shall be considered as adopted upon the date that the vote from the election is declared by the City Council, and shall go into effect 10 days after that date. No ordinance that is either proposed by initiative petition and adopted by the vote of the City Council without submission to the voters, or adopted by the voters, shall be repealed or amended except by a vote of the people, unless provision is otherwise made in the original ordinance (Elections Code Section 9217).

Elections Code Section 1405 provides two options for the election date when the ordinance may be submitted to the voters, as detailed below.

General Municipal Election to be held on June 2, 2026

The first option pursuant to Elections Code § 1405(a) provides that the election for a municipal initiative that qualifies pursuant to Elections Code Section 9215 may be held at the jurisdiction's next regular election occurring not less than 88 days after the date of the order of election." The City's next regular election is scheduled for June 2, 2026, which is a statewide general election date.

To send the initiative ordinance to the voters at the general municipal election on June 2, 2026, three election resolutions are presented for consideration by the City Council: (1) calling an election and ordering submission of the Initiative Measure and requesting consolidation with the Statewide Election; (2) setting priorities for writing and filing Argument(s) and directing the City Attorney to prepare an Impartial Analysis; and (3) authorizing Rebuttal Arguments.

The first resolution calls an election on the initiative ordinance and requests the County to consolidate that election with the Statewide General Election scheduled for June 2, 2026. The first resolution also includes a "ballot label" which describes the proposed ordinance and which is the question that would actually be presented to the voters. Ballot labels are limited to 75 words or less. The Council may revise the language used for the ballot label within the following state law restrictions: "The statement of the measure shall be a true and impartial synopsis of the purpose of the proposed measure, and shall be in language that is neither argumentative nor likely to create prejudice for or against the measure." (Election Code section 13119(c).) (Exhibit No. 2).

The second resolution is concerned with written arguments (both pro and con) about the initiative measure, as well as directing the City Attorney to prepare an impartial analysis of the initiative measure. The second resolution also establishes priorities under state law for selecting among multiple arguments in the event multiple arguments are submitted. (Exhibit No. 3). The argument authorization in this resolution is pursuant to Election Code section 9282, which provides that for measures placed on the ballot by petition, the persons filing an initiative petition may file a written argument in favor of the ordinance, and the legislative body may submit an argument against the ordinance.

The third resolution provides for the filing of rebuttal arguments to the primary written arguments. The rebuttal arguments are prepared by the opposite authors of the primary written arguments. Rebuttal arguments are optional under state law and are allowed at the discretion of the City Council. Disallowing rebuttal arguments will result in lowering the total cost for placing the initiative measure on the ballot (as extra pages in the voter books cost more money). The exact amount of potential cost savings is unknown at present. If the City Council does not desire to authorize rebuttal arguments, then Council should not approve this third election resolution. (Exhibit No. 4).

Special Election

The second option pursuant to Elections Code § 1405(b) is that the City Council "may call a special election for the purpose of submitting an initiative measure to the voters before the date on which the initiative measure would appear on the ballot pursuant to [Elections Code § 1405(a)]. If the governing body calls a special election pursuant to this subdivision, *the election shall be held not less than 88 days nor more than 103 days after the order of the election*."

The cost to the City of the last special election held in November 2021 was $2,095,850.72. The cost of calling and consolidating an election on the initiative ordinance with the general statewide election on June 2, 2026, as is provided in the first resolution, would be far lower. Accordingly, staff does not recommend holding a special election.

Option 3 – Order a report on the effects of the Proposed Initiative

Pursuant to Election Code section 9215(c) and Section 9212, the City Council (rather than immediately adopt the ordinance or order an election) may request a report on any or all of the following related to the initiative ordinance:

1. Its fiscal impact.
2. Its effect on the internal consistency of the city's general and specific plans, including the housing element, the consistency between planning and zoning, and the limitations on city actions under Section 65008 of the Government Code and Chapters 4.2 (commencing with Section 65913) and 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.
3. Its effect on the use of land, the impact on the availability and location of housing, and the ability of the city to meet its regional housing needs.
4. Its impact on funding for infrastructure of all types, including, but not limited to, transportation, schools, parks, and open space. The report may also discuss whether the measure would be likely to result in increased infrastructure costs or savings, including the costs of infrastructure maintenance, to current residents and businesses.
5. Its impact on the community's ability to attract and retain business and employment.
6. Its impact on the uses of vacant parcels of land.
7. Its impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization.
8. Any other matters the legislative body requests to be in the report.

If this option is selected, the report would have to be presented to the Council within 30 days (i.e., by the December 2 regular Council meeting), and when the report is presented, Council would then be required to adopt the initiative or order an election on it as outlined above.

Staff requests that if Council orders a report, that Council (consistent with Election Code section 9212 options, see below) provide direction on the desired contents of the report. The public report would potentially help Council to decide whether to choose between Option A or Option B above and would also be available to the voters if Council should decide to send the measure to the voters rather than adopt the ordinance.

V. FISCAL IMPACT

The fiscal impact of the proposed initiative ordinance, should it be adopted by the City Council or approved by the voters, is expected to be minimal. The cost to the City of the last special election held in November 2021 was $2,095,850.72.

VI. EXHIBITS

1. Ordinance No. 25-2519 - (Exhibit A)Text of Initiative Measure
2. Resolution 25-133 - (Exhibit A) Text of Initiative Measure
3. Resolution 25-134
4. Resolution 25-135

Attachments

Ordinance 25-2519.pdf
Resolution 25-133.pdf
Resolution 25-134.pdf
Resolution 25-135.pdf

ORDINANCE NO. 25-2519

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING AN INITIATIVE MEASURE ENTITLED "A PROPOSED INITIATIVE ORDINANCE TO AMEND THE CARSON MUNICIPAL CODE TO PERMIT THE SALE AND USE OF CERTAIN FIREWORKS WITHIN THE CITY OF CARSON"

WHEREAS, pursuant to Section 9215 of the California Elections Code, the City Council of the City of Carson has received a duly signed and certified initiative petition containing the signatures of not less than ten percent (10%) of the registered voters of the City according to the last report of registration by the county elections official to the Secretary of State pursuant to Section 2187 of the California Elections Code, which petition proposes a municipal initiative ordinance that would amend Article III, Chapter 1, Fire Prevention, of the Carson Municipal Code to allow the sale of and use of "Safe and Sane Fireworks" in the City of Carson; and

WHEREAS, the municipal initiative ordinance proposed by the petition, as submitted to the City by the proponent(s) thereof, is attached hereto as Exhibit A (the "Initiative Measure"); and

WHEREAS, pursuant to Section 9215 of the California Elections Code, the City Council is required to either adopt the Initiative Measure, without alteration, or submit the Initiative Measure to a vote of the electorate of the City pursuant to Section 1405 of the California Elections Code; and

WHEREAS, to comply with Section 9215 of the California Elections Code, the City Council hereby sees fit and intends to adopt the Initiative Measure without alteration in accordance with Section 9215(a) of the California Elections Code.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. ADOPTION OF INITIATIVE MEASURE. Pursuant to Section 9215(a) of the California Elections Code, the City Council of the City of Carson hereby adopts the Initiative Measure, which is attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 3. REPEAL AND AMENDMENT. In accordance with Section 9217 of the California Elections Code, the provisions of the Initiative Measure adopted by this Ordinance shall not be repealed or amended except by a vote of the electorate of the City of Carson, unless provision is otherwise made in the Initiative Measure.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption, pursuant to Charter Section 316(1).

SECTION 5. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted and codified in the manner required by law.

[Signatures on the following page]

PASSED, APPROVED, and **ADOPTED** at a regular meeting of the City Council on this 5th day of November, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

EXHIBIT A

[Exhibit on the following page]

The People of the City of Carson do ordain as follows:

SECTION 1. FINDINGS AND STATEMENT OF PURPOSE

A. The residents of Carson have responsibly enjoyed the use of State Fire Marshal-Approved "Safe and Sane" Fireworks for many years. These fireworks adhere to strict state regulations, and a 13-year analysis by the Los Angeles County Fire Department found no fire losses or injuries resulting from their use.

B. Many of our local nonprofit organizations rely on the proceeds from the sale of Safe and Sane Fireworks as a significant source of their annual funding. The loss of this funding threatens critical community programs that serve Carson residents.

C. The use of illegal and dangerous fireworks must remain unlawful in our City, and our City must use every resource available to prosecute violators who use them in our City. The use of illegal and dangerous fireworks in our City is the real problem and not the sale of Safe and Sane Fireworks.

D. Jurisdictions that allow the sale and use of Safe and Sane Fireworks have documented declines in the use of illegal and dangerous fireworks. This decline is achieved, in part, through residents having the option to use Safe and Sane Fireworks instead of illegal and dangerous fireworks. There are other factors that contribute to this decline, such as increased public education efforts, stronger enforcement of ordinances prohibiting the use of illegal and dangerous fireworks, and the imposition of higher administrative fines and penalties to deter the use of illegal and dangerous fireworks. These fines and penalties can help offset enforcement costs.

E. The revenues generated from the sale of Safe and Sane Fireworks can provide direct financial support for public safety, public education, and enforcement efforts targeting the use of illegal and dangerous fireworks. In jurisdictions that allow their sale, revenue from administrative fines, local fees, and state sales tax contributions fund enforcement operations. Additionally, AB 1403, signed into law by Governor Newsom in 2023, allows cities that permit Safe and Sane Fireworks to impose sales fees that fund public awareness campaigns and strengthen enforcement measures.

F. Despite these facts, the Carson City Council recently voted to ban the sale and use of Safe and Sane Fireworks. The voters of Carson reject that decision and instead propose a comprehensive regulatory framework that restores the ability to sell and use Safe and Sane Fireworks while enhancing efforts to combat the use of illegal and dangerous fireworks within the City.

SECTION 2. Carson Municipal Code Article III, Chapter 1 (commencing with Section 3101.0 to 3101.10) is amended to read as follows (deleted text shown in ~~strikeout type~~ and added text shown in *italicized type*):

Section 3101.0 is repealed.

~~3101.0 Fireworks.~~

RECEIVED
4/28/25
10:32am

~~(a) It shall be unlawful for any person to sell, discharge or use safe and sane fireworks within the City of Carson at any time.~~

~~(b) It shall be unlawful for any person to sell, discharge, use or possess illegal fireworks within the City of Carson at any time, except for such discharge, use or possession as may be permitted in connection with a public display pursuant to CMC 3101.9.~~

Section 3101.05 is amended to read:

~~**3101.05 Definitions.**~~

~~The following definitions shall apply to the provisions of CMC 3101, including all subsections thereunder:~~

~~(a) "Fire Chief" shall mean the Chief of the Los Angeles County Fire Department or his/her duly authorized designee.~~

~~(b) "Fire Marshal permit" shall mean a permit issued by the California State Fire Marshal for the public display of fireworks in accordance with the State Fireworks Law.~~

~~(c) "Fireworks" shall mean and include all of the items listed in California Health and Safety Code Section 12511 or any successor provision thereto.~~

~~(d) "Illegal fireworks" shall mean any fireworks other than safe and sane fireworks. Illegal fireworks include but are not limited to sky rockets, bottle rockets, Roman candles, mortars, M-80, M-100, firecrackers, cherry bombs, palomitas and "helicopters."~~

~~(e) "Permit" shall mean the nontransferable permission granted by the City for the purpose of establishing and maintaining a place where fireworks are manufactured, constructed, produced, packaged, stored, sold, exchanged, discharged or used.~~

~~(f) "Public display of fireworks" shall have the meaning given in California Health and Safety Code Section 12524 or any successor provision thereto.~~

~~(g) "Pyrotechnic operator" shall have the meaning given in California Health and Safety Code Section 12527 or any successor provision thereto.~~

~~(h) "Safe and sane fireworks" shall have the meaning given in California Health and Safety Code Section 12529 or any successor provision thereto.~~

~~(i) "State Fireworks Law" shall refer to California Health and Safety Code Section 12500 et seq. and Title 19 of the California Code of Regulations, at Division 1, Chapter 6.~~

~~(j) "Venue operator" shall mean any person owning, leasing, renting, managing, operating, or otherwise having legal control of the use of any real property, building, lot, site or other venue in the City of Carson from which a public display of fireworks is proposed.~~

3101.05 Definitions.

The following words and phrases, as used in Sections 3101.05 to 3101.28, are defined as follows:

A. "Affiliated organizations," for purposes of this chapter, shall be the following:

1. Organizations incorporated under the same charter or organization and their auxiliaries if the auxiliary is incorporated under the same charter;
2. Organizations sharing the same officers and/or place of meetings and/or national parent organization;
3. Subdivisions and/or fractional divisions, however named or delineated, of organizations;
4. Suborganizations, one of whose primary purposes is to provide financial and/or manpower support to a parent nonprofit organization.

However, different organizations affiliated with and officially recognized by any elementary, junior high and/or high school and/or school district that serves, in whole or in part, the residents of the city or any public or private community college, college and/or university located within the boundaries of the city shall not be presumed to be affiliated organizations unless it can be shown that they serve the same interest area or concern (i.e., boosters of high school football and boosters of high school basketball would be presumed to be two different, nonaffiliated organizations).

B. "Agricultural and wildlife fireworks" means fireworks designed or used to prevent damage to crops or unwanted occupancy of areas by animals or birds through the employment of sound or light, or both, whenever such fireworks are so classified by the State Fire Marshal.

C. "Citation" means an administrative citation issued pursuant to this chapter to remedy a violation.

D. "Citee" means any person served with an administrative citation charging him or her as a responsible person for violation.

E. "City" means the city of Carson

F. "Code" means the Carson Municipal Code.

G. "Code Enforcement Officer" ("CEO") means any employee or agent of the city designated by the city council to enforce any provision of this chapter.

H. "Dangerous fireworks" shall mean dangerous fireworks as defined in Health and Safety Code Sections 12505 and 12561 and the relevant sections of Title 19, Code of Regulations, Subchapter 6, which are hereby incorporated by reference.

I. "Director" means the city manager or his or her designee.

J. "Fireworks stand" means any building, counter, or other structure of a temporary nature used in the sale, offering for sale, or display for sale of safe and sane fireworks.

K. "Hearing officer" means the person appointed by the city manager to serve as the hearing officer for administrative hearings held pursuant to this chapter.

L. "Host" means any person who either:

1. Owns, leases, rents, or is otherwise in lawful possession of private property with the City of Carson; or

2. Organizes, supervises, officiates, conducts, controls, or is otherwise in charge of the activity on the property located within the City of Carson.

3. Any person who hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering on public or private property.

M. "Issuance" or "issued" means any of the following:

1. The preparation and service of an administrative fine citation to a citee in the same manner as a summons in a civil action in accordance with Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure; or

2. Mailing of administrative fine citation to the responsible party by certified mail with return receipt, to the address shown on the official records of the county assessor; or

3. By personally serving the responsible party by personal delivery of the administrative fine citation or by substituted service. Substituted service may be accomplished as follows:

a. By leaving a copy at the responsible party's dwelling or usual place of abode, in the presence of a competent member of the household, and thereafter mailing by first class mail, postage prepaid, a copy to the responsible party at the address where the copy was left; or

b. In the event the responsible party cannot be served by first class mail, postage prepaid, or cannot be personally served and has a property manager or rental agency overseeing the premises, substituted service may be made upon the property manager or rental agency or may be effected by posting the property with the administrative fine citation and mailing a copy by first class mail, postage prepaid, to the responsible party in violation at the address of the property where the violation exists.

N. "Nonprofit organization" means any nonprofit association, charity or corporation organized primarily for veteran, patriotic, welfare, civic betterment or charitable purposes which has been recognized as tax-exempt by the Internal Revenue Service or the Franchise Tax Board, or a group which is an integral part of a recognized national organization having such tax-exempt status, or an organization affiliated with and officially recognized by an elementary, junior high and/or high school and/or school district that serves, in whole or in

part, the residents of the city or a public and/or private community college, college and/or university which is located within the boundaries of the city.

O. "Person" means a natural person or a legal entity that is also an owner, tenant, lessee and/or other person with any right to possession or control of the property where a violation of this code occurred.

P. "Principal and permanent meeting place" includes, but is not limited to, a permanent structure, playing field, geographic area or service population which resides in or is located within the city.

Q. "Public display of fireworks" means an entertainment feature where the public is admitted or permitted to view the display or discharge of fireworks, including but not limited to those defined in this section.

R. "Qualified applicants" means any group or organization which has met all of the following criteria for a continuous period of not less than one full year preceding submittal of an application for a permit to sell pursuant to this chapter and which continues to meet the criteria for the duration of any permit to sell issued by the city pursuant to this chapter:

1. The organization shall be a nonprofit organization pursuant to Internal Revenue Code Section 501(c)3, 4, 6, 7, 8, 10, 19, 23, or 26, Section 501(d), or Section 501(e); or a group which is an integral part of a recognized national organization having such tax-exempt status or an organization affiliated with and officially recognized by an elementary, junior high and/or high school and/or school district that serves, in whole or in part, the residents of the city or a public and/or private community college, college and/or university which is located within the boundaries of the city;po

2. The organization shall be organized primarily for veterans, patriotic, welfare, civic betterment, educational, youth development or charitable purposes;

3. The organization must have its principal and permanent meeting place within the city;

4. The organization must be one which provides direct and regular community services and benefits to the residents of the city;

5. The organization has a minimum bona fide membership of at least twenty members who either reside in the city, are employed in the city, or are owners or operators of a business or other establishment located in the city;

6. The organization has not been found by any court of competent jurisdiction or city administrative hearing officer to be in violation of any civil or criminal local, state or federal law relating to fireworks within twenty-four calendar months prior to the organization's submittal of an application for a permit to sell; and

7. The organization has not had a permit to sell revoked for cause pursuant to this chapter.

S. "Responsible person" means a person or host who causes a violation of this chapter to occur or allows a violation to exist or continue, by his or her action or failure to act. For purposes of this chapter, there may be more than one (1) responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this chapter may be issued a citation in accordance with the provisions of this chapter. Every parent, guardian or other person, having the legal care, custody or control of any person under the age of eighteen (18) years, who knows or reasonably should know that a minor is in violation of this chapter, may be issued a citation in accordance with the provisions of this chapter, in addition to any citation that may be issued to the offending minor.

T. "Safe and sane fireworks" (a.k.a. "state-approved fireworks") means safe and sane fireworks as set forth in Health and Safety Code Sections 12529 and 12562 and the relevant sections of Title 19, Code of Regulations, Subchapter 6, which are hereby incorporated by reference.

U. "Strictly Liable" means liability for a wrongful act regardless of a person's intent, knowledge, negligence, or lack thereof in committing the wrongful act.

V. "Violation" or "violates" means any violation of any provision of this chapter.

W. "Fireworks wholesaler" has the same meaning as in Health and Safety Code Section 12533 and the relevant sections of Title 19, Code of Regulations, Subchapter 6, which are hereby incorporated by reference.

Section 3101.07 is repealed.

~~**3101.07 Liability of Resident Where an Illegal Use of Fireworks Occurs.**~~
~~Any resident of premises on which illegal fireworks are found or from which fireworks are illegally discharged or sold shall be subject to the same civil liability or criminal penalty that may be imposed by the City's fireworks regulations on the person selling, discharging or possessing the fireworks, as applicable, if the person selling, discharging or using the fireworks is on the premises by the resident's invitation or consent.~~

Section 3101.1 is added to read:

3101.1 General prohibition against possession, sale or use of fireworks.
Except as otherwise provided in this chapter, no person shall possess, sell, use, display or explode any dangerous fireworks including, but not limited to, any rocket, firecracker, roman candle, squib, torpedo, wire core sparkler, wooden core sparkler, black cartridge, aerial shell or other combustible device or explosive substance or any kind of fireworks, by whatsoever name known, or any altered safe and sane fireworks within the city.

Section 3101.2 is added to read:

3101.2 Exception--Certain public displays and/or special effects.
It shall be unlawful to cause, allow, permit, aid, abet, or suffer any discharge of dangerous fireworks (including a public display) or any use of special effects without having first obtained a permit from the city manager.

The city manager shall have authority to adopt reasonable rules and regulations for the granting of permits for those activities contained in Section 12640 of the California Health and Safety Code, including supervised public displays of fireworks by a jurisdiction, fair association, amusement park, other organization, or for the use of fireworks by artisans in pursuit of their trade. Each such use or display shall be handled by a licensed pyrotechnic operator (as defined by Section 12527 of the California Health and Safety Code) in accordance with a city-issued permit, and shall be of such character and so located, discharged or fired as in the opinion of the city manager or his or her designee, after proper investigation, will not be hazardous or endanger any person.

Every application for a permit to conduct a public display of fireworks shall be accompanied by a non-refundable fee as established by resolution of the city council. This fee shall be in addition to any fee or tax imposed by the city council. Every applicant shall agree to hold the city, its officers and employees harmless from any and all claims for damages or other costs arising out of the activity authorized by the permit.

Section 3101.3 is added to read:

3101.3 Certain public displays--Liability insurance.

Any person, firm or corporation applying for a public display permit shall furnish to the city manager proof of coverage by a policy of public liability and property damage insurance. The policy shall provide limits of bodily injury and property damage liability of not less than five million dollars combined single limits for each occurrence annually for payments of damages to persons or property which may result from or be caused by such public display of fireworks, or any negligence on the part of the licensee or his/her/its agents, servants, employees and/or subcontractors presenting such public display.

No permit shall be issued until the permittee furnishes the city manager with a certificate of insurance for each policy required, executed by the company issuing said policy and approved as to form by the city attorney. Such policies shall contain a provision which includes the city of Carson as an additional insured and declares said insurance to be primary and that no other insurance carried by an insured party shall be called upon for contribution. Such insurance policies shall contain a general or standard endorsement that the company issuing such policy or policies will not allow the same to be canceled without serving, by first class mail, thirty days' notice of cancellation upon the city clerk for the city. Notwithstanding any other provision of this chapter, the failure of the permittee to carry such policy or policies in force and to properly renew said insurance during the time covered by such permit shall automatically revoke the permit as of the date of expiration of such insurance policy or policies. A payment of the full amount of the permit fee required by this chapter shall be made to the city before any such revoked permit may be reinstated.

Section 3101.4 is added to read:

3101.4 Certain public displays--Appeals.

The decision of the city manager or the city manager's designated representative in acting on an application for a permit to conduct a public display of fireworks in accordance with the provisions of this chapter shall be subject to an appeal by the applicant to the city

council. Notice of such appeal shall be filed with the city council within ten days after the date of the decision regarding such fireworks permit. Upon failure to file such notice within the ten-day period, the action of the city manager or the city manager's designated representative shall be final and conclusive.

Section 3101.5 is added to read:

3101.5 Exception--Safe and sane fireworks.
It shall not be unlawful to possess, sell, use, display or discharge, within the city, those fireworks that are defined and classified as "safe and sane fireworks" (a.k.a. "state-approved fireworks") in the California State Fireworks Law (Section 12500 et seq. of the Health and Safety Code and the relevant sections of Title 19, Code of Regulations, Subchapter 6) as set forth in this chapter.

Section 3101.6 is added to read:

3101.6 Safe and sane fireworks--Permits required.
It shall be unlawful for any person to sell safe and sane fireworks within the city without having first applied for and received a permit from the city.

Section 3101.7 is added to read:

3101.7 Safe and sane fireworks--Application.
A. No nonprofit organization shall submit more than one application for a permit to sell safe and sane fireworks within the city. If more than one application is submitted on behalf of any nonprofit organization, including an affiliated organization, all such requests shall be voidable at the discretion of the city manager. If a question arises as to whether organizations and/or groups are affiliated, the city council shall have ultimate authority to decide said question. Any attempt to transfer an application shall void any and all applications filed by or on behalf of both the transferor nonprofit organization and the transferee nonprofit organization.

B. Timing.

1. All applications for permits to sell safe and sane fireworks shall be in writing to the city clerk on forms supplied by the city. Applications may be filed beginning March 15th of each year up to and including April 15th of the same year, at which time the filing period for that year will be closed.

2. Applicants for such permits shall be notified by May 1st of each calendar year by the city manager of the approval or disapproval of such application for such permit. All organizations whose permits have been approved shall have up to and including June 1st of that year to pick up such permit.

C. Contents of Application.

1. Every application shall set forth the name of the nonprofit organization, address, email address, and telephone number of one or more responsible adults who will be in charge of and responsible for the fireworks stand during the period safe and sane fireworks are sold, displayed or stored.

2. The original of the application shall be retained by the city clerk, and the city clerk shall transmit a copy to the fire chief and any other relevant city department.

Section 3101.8 is amended to read:

~~**3101.8 Storage of Fireworks.**~~

~~It shall be unlawful to store any fireworks in any residence, home, garage, or automobile within the City of Carson. It shall also be unlawful to store any fireworks in any building or other place within the City of Carson without having first applied for and received a business license pursuant to CMC 6310 and a permit therefor pursuant to the provisions of this Section from the City Council. An application for such a permit shall be filed with the City Council along with payment of a nonrefundable application fee established by City Council resolution no later than the last City business day in May. The City Council shall cause an investigation to be made of the place where it is proposed to store such fireworks. Notwithstanding the foregoing, storage of fireworks in connection with a public display of fireworks by a pyrotechnic operator shall be governed by permit issued under CMC 3101.9.~~

~~(a) Prior to initiating the storage of fireworks at the permitted location, the permittee shall procure general liability and property damage insurance covering its operation in and about said premises in a minimum aggregate amount of $1,000,000; in addition, the City of Carson, its officers and employees shall be named as an additional insured on such insurance. The permittee shall file a certificate of such insurance with the City Revenue Division within seven (7) days after Council approval of such storage operation.~~

~~(b) No fireworks shall be stored within one hundred (100) feet of any gasoline service station or any garage located within twenty-five (25) feet of any other structure. Any facility for the storage of fireworks shall maintain a minimum setback from the street curbing of ten (10) feet.~~

~~(c) There shall be maintained at each location where fireworks are stored at least two (2) fire extinguishers approved by the Los Angeles County Fire Department; provided, however, that if more than one (1) room at any location is used for fireworks storage, there shall be at least one (1) approved fire extinguisher per room.~~

~~(d) No person shall light, or cause, or permit to be lighted, any fireworks, or any other article or material, within any structure approved for fireworks storage, or within fifty (50) feet thereof.~~

~~(e) No smoking shall be allowed in any structure used for the storage of fireworks nor within fifty (50) feet of said structure. "No Smoking" signs shall be prominently displayed.~~

~~(f) No minor, under the age of eighteen (18), shall be in the fireworks storage structure.~~

~~(g) No alcoholic beverages shall be allowed on the premises. No person who is under the influence of alcoholic beverages shall enter or be allowed in the building or structure used for fireworks storage.~~

~~(h) The permittee shall provide an adult night watchman to act and serve during all hours other than normal business hours. Under no circumstances shall the night watchman sleep within the building in which the fireworks are stored.~~

~~(i) All permits must be posted in a conspicuous place at the storage site.~~

~~(j) The permittee shall strictly comply with all the provisions of the State Fireworks Law.~~

3101.8 Safe and sane fireworks--Denial of application.

A. The city manager shall issue the permit to sell safe and sane fireworks unless any of the following apply:

1. The city manager finds, in writing, that the applicant has failed to provide sufficient plans, information or other data necessary to permit a determination respecting compliance with the requirements of this chapter;

2. The city manager finds, in writing, that the applicant is not in compliance with any of the requirements of this chapter;

3. The city manager finds, in writing, that the applicant falls within the provisions of Section 3101.16;

4. The city manager determines that the number of qualified applicants exceeds the number of permissible permits under Section 3101.9; or

5. If the governor of the state of California declares a state of emergency for the city of Carson or county of Los Angeles related to imminent threat of devastating wildfires and a related imminent peril to people and property, the city council may, by unanimous vote, suspend the use of safe and sane fireworks for the calendar year in which the governor declares the state of emergency.

B. The city manager must advise, in writing, all qualified applicants of its determination no later than May 1st as well as advise them of the procedures that the city must follow.

C. Any denial of a permit pursuant to this section may be appealed to the city council. Upon notice of appeal from an applicant, the city manager shall provide the city council with the name of the applicant and a brief statement of the grounds for denial of issuance of the permit. The city council shall consider the appeal at its next regularly scheduled meeting.

Section 3101.9 is amended to read:

3101.9 Public Display.

No person shall engage in the public display of fireworks within the City of Carson without having first applied for and received a business license pursuant to CMC 6310 and permit pursuant to the provisions of this Section. Upon application by a pyrotechnic operator or venue owner for one (1) or more public display events (to an annual maximum of six (6) public display events per venue), an authorized representative of the City's Revenue Division shall grant a permit provided all of the following criteria are met:

(a) Such display(s) shall not take place on Monday through Thursday, unless the day falls on July 4th. Any request for public displays at any other times shall be subject to the approval of the City Council within its discretion.

(b) The public display of fireworks shall be performed by a pyrotechnic operator holding a current and valid Fire Marshal permit for the public display of fireworks under Health and Safety Code Section 12575, 12576 or 12577.

(c) The applicant shall file a written application on a form provided by the City for such permit accompanied by a nonrefundable application fee established by City Council resolution for each event.

(d) The application shall be filed with the City Revenue Division at least two (2) weeks prior to the public display of fireworks event.

(e) The application shall be accompanied by an insurance certificate for general liability and property damage insurance in an aggregate amount of not less than $1,000,000, and proof that workers' compensation insurance is carried for all employees in compliance with Labor Code Section 3700. Such policy shall be issued by a corporate insurance company authorized to conduct business in the State of California, and shall name the City, its officers and employees as additional insureds.

(f) The application shall set forth the name, principal place of business and telephone number of the applicant, the names and addresses of its principal partners, owners or officers, the name, residence address, and capacity of the person signing the application and the name and address of the venue operator.

(g) The application shall set forth the dates and hours of operation, including the schedule for setup and testing, along with the name and contact information for the State Fire Marshal assigned to oversee the public display of fireworks event. The application shall certify that the public display of fireworks shall not occur after 11:00 p.m. on any approved date.

~~(h) The application shall be accompanied by copies of the pyrotechnic operator's permit issued by the State Fire Marshal or Fire Chief, as applicable, to conduct the proposed public display of fireworks at the proposed venue in the City.~~

~~(i) The application shall be accompanied by a diagram of the grounds on which the display is to be held approved by the State Fire Marshal or Fire Chief, as applicable, showing the point at which the fireworks are to be discharged, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines, or other overhead obstruction.~~

~~(j) The application shall describe the proposed storage location for fireworks on the site and provide an emergency response plan describing the resources available to the applicant and methods for using such resources to respond to any emergency created by the proposed use of fireworks.~~

~~(k) No pyrotechnic display shall be conducted within five hundred (500) feet of any residence, unless the applicant for the permit has first sent or had delivered written notification to all of the owners or tenants of any residence within a five hundred (500) foot radius of the discharge site.~~

~~(l) Any duly approved permit shall be displayed at all times on the premises of the venue operator.~~

~~(m) The applicant shall certify to the truth of all matters in the application. The City may refuse to issue or revoke any permit for the public display of fireworks at any time upon discovery of any misrepresentation or false statement in the application or failure by the applicant to meet the requirements of this Section.~~

3101.9 Safe and sane fireworks--Prerequisite for issuance of permit.

A. All nonprofit organizations whose permits have been approved shall not be issued a permit unless all of the following are submitted to the city clerk by June 1st:

1. Information regarding the location of the fireworks stand on the real property; written permission from the owner of record, lessor of record or the property manager of the property (whichever is controlling) upon which said proposed stand will be located; and the zoning of the real property on which the fireworks stand is to be located, which zoning classification shall be obtained from the planning department for the city.

2. A copy of the requisite state retail sales permit from the office of the California State Fire Marshal.

3. A certificate evidencing an occurrence-based policy of insurance naming the city of Carson as an additional insured thereunder, with the following minimum

limits: one million dollars public liability and property damage; and general aggregate coverage of two million dollars.

4. A copy of a temporary sales tax permit issued by the California Department of Tax and Fee Administration.

B. The maximum number of permits which may be issued and the maximum number of safe and sane fireworks stands that will be permitted, pursuant to this chapter during any calendar year shall not exceed twelve (12). If the number of qualified applicants exceeds the number of permissible permits under this section, the city shall select the nonprofit organizations to whom permits shall be issued by the following method:

1. Preference shall be given to any nonprofit organization that was issued a permit to sell safe and sane fireworks in the city in 2024, so long as such nonprofit organization continuously applies for and is issued a permit from year to year, beginning with the effective date of the ordinance codified in this chapter.

2. In the event that any permits are available after issuing permits pursuant to subsection (B)(1) of this section, the city manager or his or her designee shall conduct a drawing in which qualified applicants shall be randomly selected to receive any available permits.

C. Permits issued pursuant to this section are valid only during the calendar year issued.

Section 3101.10 is amended to read:

~~**3101.10 Violations of Fireworks Regulations.**~~

~~(a) Any person violating any provision of CMC 3101 to 3101.9, inclusive, or knowingly or intentionally misrepresenting to any officer or employee of the City any material fact in procuring any permit herein provided for, shall be guilty of a misdemeanor.~~

~~(b) In addition thereto, any such misrepresentation or violation shall constitute grounds for revocation of the permit by the City Council, on twenty-four (24) hours' notice to the permittee, or if any such violation is committed in the presence of the Sheriff, or any deputy, or Fire Chief, or any other City officer, the City Manager shall be empowered, upon receiving a written and signed report thereof from any such officer, to close any such permitted operation forthwith.~~

~~(c) Any person violating the provisions of CMC 3101.0 to 3101.9 shall be subject to a penalty of $1,000 for a first-time violation, and thereafter $1,000 for each additional violation of such provisions, except as otherwise provided in a resolution adopted by the City Council pursuant to CMC 1203.3(d). Any person found to have violated the provisions of CMC 3101.8 or 3101.9, or any combination of the same, more than two (2)~~

~~times in a single year shall be prohibited from applying for any permit under CMC 3101.8 through 3101.9 for a period of one (1) year.~~

~~(d) If any provision(s) of this Chapter or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this Chapter are declared to be severable. The City Council hereby declares that they would have adopted this Chapter and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one (1) or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.~~

3101.10 Deadlines for applications and all other filings.
If the deadline for submitting any type of application, payment of any administrative fine, filing of a notice of appeal, etc., called for within this chapter falls on a day City Hall is closed, the deadline shall automatically be extended to the close of business of the next day City Hall is open.

Section 3101.11 is added to read:

3101.11 Safe and sane fireworks--Temporary sales tax permit.
Nonprofit organizations licensed and permitted to sell safe and sane fireworks in the city are required to obtain a temporary sales tax permit from the California Department of Tax and Fee Administration.

Section 3101.12 is added to read:

3101.12 Safe and sane fireworks--Operation of fireworks stand.
A. No person shall knowingly sell fireworks to any person under the age of eighteen. Proof that the fireworks stand operator/organization requested, was shown and acted in reliance upon bona fide evidence of age and identity in any sale of fireworks forbidden by this chapter shall be a defense for any proceedings for suspension or revocation of its safe and sane fireworks permit or any criminal proceedings for violations of this chapter. For purposes of this section, bona fide evidence of age and identity of purchaser is a document issued by a federal, state, county or municipal government which contains a photograph of the purchaser including, but not limited to, a valid California driver's license or identification card issued to a member of the Armed Forces.

B. The sale of safe and sane fireworks shall begin no earlier than Noon (12:00 p.m.) June 28th and shall not continue after nine (9:00) p.m. on June 28th. The sale of safe and sane fireworks shall be permitted to continue daily only from nine (9:00) a.m. to nine (9:00) p.m., daily, on June 29th through July 5th.

C. No person other than the permitted nonprofit organization(s) shall operate the stand for which the permit is issued under this chapter.

D. No person other than the individuals who are members of the permittee or the spouses, parents or adult children of such members shall sell safe and sane fireworks at such stands.

E. No person under the age of eighteen shall sell safe and sane fireworks within such stands.

F. No person shall be paid any consideration by the permittee nonprofit organization(s) or any wholesaler/distributor of safe and sane fireworks for selling or otherwise participating in the sale of safe and sane fireworks at such stand; provided, however, that compensation may be paid for licensed or qualified security personnel, electricians, or other vendors needed to conduct business other than fireworks sales, during sale or non-sale hours and to the party authorizing the location of the stand on its property.

Section 3101.13 is added to read:

3101.13 Safe and sane fireworks--Temporary fireworks stand.
All retail sales of safe and sane fireworks shall be permitted from within a temporary fireworks stand, and retail sales from any other building or structure are hereby prohibited. Temporary fireworks stands shall be subject to the following provisions:

A. No stand shall be located within twenty-five (25) feet of any other building or within one hundred (100) feet of any gasoline pump or other gasoline distribution point.

B. Stands need not comply with the provisions of the building code of the city; provided, however, that all stands shall be constructed in a manner which will reasonably ensure the safety of attendants and patrons; and provided further, that any electrical installation shall comply with all applicable codes.

C. No stand shall have a floor area in excess of seven hundred fifty (750) square feet.

D. Each stand shall have at least two (2) exits. Each stand in excess of forty (40) feet in length shall have at least three (3) exits spaced approximately equidistant apart; provided, however, that in no case shall the distance between the exits exceed thirty-two (32) feet. Exit doors shall be not less than twenty-four (24) inches wide and six (6) feet in height and shall swing in the direction of exit travel.

E. Each stand shall be provided with two two-and-one-half-gallon water type (minimum rating 2A) or soda-and-acid fire extinguishers, in good working order and easily accessible for use in case of fire.

Section 3101.14 is added to read:

3101.14 Safe and sane fireworks--General requirements for permittees.
A. All weeds and combustible materials shall be cleared from the location of the fireworks stand to a distance of at least twenty-five (25) feet surrounding the fireworks

stand. All trash resulting from the operation of the fireworks stand must be removed on a daily basis.

B. "NO SMOKING" signs shall be prominently displayed on the safe and sane fireworks stand.

C. Each safe and sane fireworks stand must have an adult in attendance and in charge thereof while fireworks are on sale or stored therein. Sleeping or remaining in the stand after close of business each day is prohibited. On closing of the safe and sane fireworks stand each day, all fireworks must remain in the stand and be guarded by qualified watchperson or security personnel during these non-sale hours.

D. All unsold stock of fireworks in the hands of the permittee after nine (9:00) p.m. on July 5th shall be returned to the wholesaler/distributor and removed from the city within five (5) business days. On closing of the safe and sane fireworks stand, all litter shall be removed from the premises.

E. No fuel-powered generator or similar equipment shall be allowed within fifty (50) feet of a safe and sane fireworks stand.

F. Each safe and sane fireworks stand must post its city permit to sell safe and sane fireworks, its temporary sales tax permit from the California Department of Tax and Fee Administration, its State Fire Marshal retail sales permit, and proof of their required insurance in a prominent place inside the safe and sane fireworks stand.

G. No person shall smoke within twenty-five (25) feet of the safe and sane fireworks stand. No person shall light, cause to be lighted or permit to be lighted any safe and sane fireworks or combustible material within fifty (50) feet of any safe and sane fireworks stand.

H. No alcoholic beverages shall be allowed on the premises. No person who is under the influence of alcoholic beverages shall enter or be allowed in the building or structure used for fireworks storage.

Section 3101.15 is added to read:

3101.15 Nonprofit organization fee and surcharge.

A. Pursuant to California Health and Safety Code Sections 12599 and 12635.5, the City may, through adoption of a resolution by the City Council, require each applicant receiving a permit to pay a fee to the City of a pro rata portion of the actual and reasonable costs the City incurs that is related to any of the following:

1. Processing and issuing permits.

2. Inspection of fireworks stands.

3. Public education and awareness campaigns regarding the safe and responsible use of safe and sane fireworks, and the dangers and risks posed by the use of illegal fireworks.

4. Enforcing the provisions of the municipal code of the City with respect to the sale and use of safe and sane fireworks, including extra personnel time and cleanup of the fireworks trash and debris. "Extra personnel time" means employee or contracted employee time that the City would not otherwise incur but for the sale and use of safe and sane fireworks.

5. Fire operation and suppression efforts that are directly related to safe and sane fireworks.

B. The pro rata share of the costs shall be specified in the resolution and calculated using gross sales as shown on each permittee's sales and use tax return for the applicable period. The pro rata share of costs shall not exceed seven (7) percent of the gross sales of the fireworks sold in the City during the applicable period.

C. All nonprofit retail booth locations in the City may assess a surcharge up to seven (7) percent on all retail sales of state-approved fireworks that occur in the city in order to pay the above fee to the City. In no event may the City, or any of its departments, agencies and/or contracted organizations, impose a fee or charge to the nonprofits for their sale of fireworks other than those listed above.

D. Each nonprofit organization must pay its pro rata share of the costs to the City Clerk within thirty (30) days of the City Council adopting the resolution discussed in this section.

Section 3101.16 is added to read:

3101.16 Safe and sane fireworks--Revocation of permit--Appeal.

A. The city manager or the city manager's designee may revoke, immediately and without notice or hearing, the permit of any permittee who violates any of the following provisions: Section 3101.12, Section 3101.14. If the revocation occurs between June 22nd and July 5th, the city manager shall inform the permittee that the permittee may seek review of the city manager's decision by the city council at the next regular meeting by submitting a notice of appeal to the city clerk within five business days of receiving the notice of revocation. At the earliest opportunity on the next business day after the revocation, the city manager shall provide the city council with written notice that a fireworks permit has been revoked, including the name of the permittee and a brief statement of the grounds for revocation. If the revocation occurs before or after the specified period, the appeal procedures of subsection (B) of this section shall apply.

B. The city manager, or the city manager's designee, may revoke the permit of any permittee who violates any provision of this chapter not specified in subsection (A) of this section. Such revocation shall not take effect for five days, during which time the permittee may appeal the city manager's decision by submitting a written request to the city clerk for review of the revocation by the city council. The city manager shall provide the city council with written notice that a fireworks permit has been revoked, including the name of the permittee and a brief statement of the grounds for revocation. The city council shall consider the appeal of revocation at its next regular meeting.

C. Any permittee whose permit has been revoked pursuant to subsection (A) or (B) of this section shall be barred from receiving a permit under this chapter for up to two (2) years from the date of revocation.

Section 3101.17 is added to read:

3101.17 Safe and sane fireworks--Limitation on places and hours of discharge.

A. It shall be unlawful to discharge any safe and sane fireworks except during the hours of nine (9:00) a.m. to ten (10:00) p.m. on July 1st through July 5th, or during the hours of nine (9:00) a.m. to eleven (11:00) p.m. on the day of the city's Fourth of July public display of fireworks.

B. It shall be unlawful for any person to ignite, discharge, project or otherwise fire or use any safe and sane fireworks, or permit the ignition, discharge or projection thereof, upon or over or onto the property of another without his/her consent, or to ignite, discharge, project or otherwise fire or make use of any safe and sane fireworks within ten feet of any residence, dwelling or other structure used as a place of habitation by human beings.

Section 3101.18 is added to read:

3101.18 Safe and sane fireworks--Supervision of minors.

It shall be unlawful for any person having the care, custody or control of a minor (under eighteen years) to permit such minor to discharge, explode, fire or set off any dangerous fireworks, at any time, or to permit such minor to discharge or set off any safe and sane fireworks unless such minor does so under the direct supervision of a person over eighteen years of age and during the hours and on the days permitted by this chapter.

Section 3101.19 is added to read:

3101.19 Seizure of fireworks.

The fire chief, or the fire chief's designee, may seize, take, remove or cause to be removed, at the expense of the permittee or licensed fireworks wholesaler, whichever is applicable, all stock of fireworks offered or exposed for sale, stored or held in violation of this chapter when such violation creates an imminent threat to public health or safety.

Section 3101.20 is added to read:

3101.20 Police and fire department illegal fireworks operation plan and after-action report.

A. On or before May 1st of every year, both the city's police and fire departments must present to the city council an operation plan for the thirty-day period surrounding the 4th of July (June 17th through July 16th) for that year. Said operation plan must include, but not be limited to, the following information:

1. Identification of areas within the city where illegal fireworks were a problem in the previous year;

2. A detailed explanation of the deployment of fire and law enforcement personnel to deal with those troublesome areas as well as with the balance of the city;

3. A report on the apparatus and personnel who will be on duty for the period of June 17th through July 16th of that year, and more particularly, on the 1st through the 5th of July, inclusive;

4. Recommendations on and discussion of what, if any, dedicated illegal fireworks enforcement patrols there should be for that year and all other relevant information and statistics deemed necessary by the city council.

B. By no later than October 1st of that same year, both police and fire departments must report back to the city council with an after-action report. That report must include, but is not limited to:

1. An evaluation of the success or failure of that department's operation plan for that year including a listing of any significant fireworks-related incidents, both dangerous fireworks and safe and sane fireworks;

2. Relevant incident statistics for the period of June 17th through July 16th, arrest and citation statistics for all crimes, but more particularly for the possession, sale and/or use of dangerous fireworks, altered safe and sane fireworks and misuse of safe and sane fireworks outside the strict limitations of this chapter;

3. A report on how many calls there were regarding suspected dangerous fireworks, how many of those calls either of the departments responded to, how many of those calls resulted in seizures and/or administrative fine citations, the status of payment of those administrative fines, and how many fireworks seizures resulted in no citations, and if so, why.

Section 3101.21 is added to read:

3101.21 Submittal of Financial Summary

A. On or before September 15th of any year authorized pursuant to a permit, the permittee shall submit to the city manager a financial summary of total sales from fireworks, on a form supplied by the city which shall include the following information:

1. Total gross receipts from the fireworks stand operated by the permittee;
2. All expenses incurred and paid in connection with the purchase of fireworks and the sale thereof;
3. Total net receipts from fireworks stand operated by permittee;
4. A summary of to whom and for what purpose of the net proceeds were or will be disbursed; and
5. A copy of the most recent report filed by the permittee to the California Department of Tax and Fee Administration.

B. The filing of such a financial summary with the city shall be a condition precedent to the granting of any subsequent permit.

Section 3101.22 is added to read:

3101.22 Exception--Permit required for agricultural and wildlife fireworks.
It shall be unlawful for any person to possess, sell, furnish, or give away, or offer or expose for sale, or fire, discharge, or explode, any agricultural and wildlife fireworks in the city without first obtaining a permit from the city manager.

The permit shall not be transferable, and shall particularly describe the place where agricultural and wildlife fireworks are to be stored, sold, or discharged. Such permit shall be for such length of time as the city manager shall determine, but in any event not to exceed twelve months.

Section 3101.23 is added to read:

3101.23 Exception--Permit required for model rockets.
The sale, purchase, storage, firing or discharge of model rockets may be allowed by written permit from the city manager which shall include, but not be limited to, the conditions contained in Title 19 of the California State Administrative Code and any other conditions which the city manager may deem to be reasonably necessary for the safety and welfare of the public and the community.

Section 3101.24 is added to read:

3101.24 Administrative fines and penalties.

A. Purpose.

1. This chapter authorizes the imposition of administrative fines on any person who violates any provision of this chapter in order to encourage and obtain compliance with the provisions of this chapter for the benefit and protection of the entire community. This section governs the imposition, enforcement, collection and administrative review of all administrative fines related to: the possession, use, storage, sale and/or display of those fireworks classified as dangerous fireworks in California Health and Safety Code Section 12500 et seq., with the exception of a pyrotechnic licensee when operating pursuant to that license; and the use of safe and sane fireworks as defined in California Health and Safety Code Section 12500 et seq. on or at dates, times and/or locations other than those permitted by this chapter. Said administrative fines are imposed under authority of Government Code Section 53069.4, Health and Safety Code Section 12557, and the police power of the city.

2. The issuance of citations imposing administrative fines may be performed at the discretion of the officials of the city authorized hereunder, and the issuance of a citation to any person constitutes but one remedy of the city to redress violations of this code by any person. By adopting this chapter, the city does not intend to limit its authority to employ any other remedy, civil or criminal, to redress any violation of this code by any person which this city may otherwise pursue.

3. The imposition of fines related to dangerous fireworks under this chapter shall be limited to persons who possess, sell, use and/or display, or the seizure of, less than twenty-five pounds (gross weight) of such dangerous fireworks.

4. Fines collected pursuant to this chapter related to dangerous fireworks shall not be subject to Health and Safety Code Section 12706, which section provides that certain fines collected by a court of the state be deposited with, and disbursed by, the county treasurer. However, the city shall provide cost reimbursement to the State Fire Marshal pursuant to regulations to be adopted by the State Fire Marshal addressing the State Fire Marshal's cost for the transportation and disposal of dangerous fireworks seized by the city, which costs will be part of any administrative fine imposed. Unless and until said regulations have been adopted by the state of California, the city shall hold in trust two hundred fifty dollars or twenty-five percent of any fine collected, whichever is greater, to cover the cost reimbursement to the State Fire Marshal for said cost of transportation and disposal of the dangerous fireworks.

5. Because of the serious threat of fire or injury posed by the use of dangerous fireworks that can result from persistent or repeated failures to comply with the provisions of this code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this chapter imposes strict civil liability upon the owners of residential real property for all violations of this code existing on their residential real property. Each contiguous use, display and/or possession shall constitute a separate violation and shall be subject to a separate administrative fine.

6. At least fifty (50) percent of the fines collected pursuant to this chapter must be placed in a segregated fund entitled "Carson Illegal Fireworks Enforcement Fund." The sole and exclusive purpose of this fund is to pay for increased fire and police deployment, protection and investigation of and against illegal fireworks in the city for the thirty-day period surrounding the 4th of July (June 17th through July 16th).

B. Issuance of Administrative Citation--Contents.

1. Whenever a code enforcement officer (CEO) determines that a violation of the code has occurred, the CEO may issue an administrative citation on a city-approved form listing the code violation(s) and the amount of the administrative fine required to be paid by the responsible person(s) in accordance with the provisions of this chapter.

2. Each administrative citation shall contain the following information:

a. The name, mailing address, date of birth, CDL number, and home or business telephone number of the responsible person charged with any violation of this code:

b. The address or description of the location of the violation;

c. The date or dates on which the person violated this code;

d. The section or sections of this code that were violated;

e. A description of the violation(s);

f. The amount of the administrative fine for each violation, the procedure in place to pay the fines, and any late fee and interest charge(s), if not timely paid, and notice that if the city is required to take action to collect such fines, the responsible person may be charged costs and attorney's fees;

g. Notice of the procedure to request an administrative hearing to contest the citation (including the form to be used, how to obtain the form, and the period within which the request must be made in order for it to be considered timely);

h. The name and signature of the CEO who issued the citation and the name and signature of the citee, if he or she is physically present and will sign the citation at the time of its issuance. The refusal of a citee to sign a citation shall not affect its validity or any related subsequent proceedings, nor shall signing a citation constitute an admission that a person is responsible for a violation of the code; and

i. Any other information deemed necessary by the director for enforcement or collection purposes.

C. Administrative Fines.

1. Each person who violates any provision of this code as it relates to the possession, use, storage, sale and/or display of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of Offenses in 1-Year Period	***Amount of Administrative Penalty***	***Late Charge***	***Total Amount of Penalty Plus Late Charge***
First	*$1,000*	*$250*	*$1,250*
Second	*$3,000*	*$500*	*$3,500*
Third	*$5,000*	*$1,000*	*$6,000*

2. Each person who uses safe and sane fireworks on or at dates, times and/or locations other than those permitted by this chapter shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of Offenses in 1-Year Period	*Amount of Administrative Penalty*	*Late Charge*	*Total Amount of Penalty Plus Late Charge*
First	*$250*	*$75*	*$325*
Second	*$500*	*$150*	*$650*
Third	*$750*	*$300*	*$1,050*

3. In the case of a violation of any of the provisions listed above, the administrative fine(s) shall be due and payable within thirty calendar days from the issuance of the administrative fine citation, and the citee shall be required to abate the violation and surrender all dangerous fireworks to the CEO immediately. For penalties not paid in full within that time, a late charge in the amount set forth above is hereby imposed and must be paid to the city by the citee. Fines not paid within the time established by this section shall accrue interest at the prevailing established rate. On the second and each subsequent time that a person is issued a citation for the same violation in any twelve-month period, the fine is increased as indicated above and the citee shall be liable for the amount of the new fine until it is paid, in addition to being responsible for payment of previous fines. Each device (firework) possessed, ignited, exploded, discharged, used, or displayed constitutes a separate violation of this ordinance and therefore is subject to a fine for each device. Possession is defined as having direct or indirect custody and/or control of any dangerous and illegal fireworks prohibited under this chapter.

4. All administrative fines and any late charges and interest due shall be paid to the city at such a location or address as stated on the citation, or as may otherwise be designated by the city manager. Payment of any fine or fines shall not excuse the citee from complying with the provision of the code so violated. The issuance of the citation and/or payment of any fine shall not bar the city from employing any other enforcement action or remedy to obtain compliance with the provisions of the code so violated including the issuance of additional citations and/or criminal prosecution.

5. Upon confirmation of the citation or when the citation is deemed confirmed, all unpaid administrative fines, late fees and/or interest shall constitute a judgment which may be collected in any manner allowed by law for collection of judgments including but not limited to recordation to create a lien on any real property owned by the responsible person. The city shall be entitled to recover its attorney's fees and costs incurred in collecting any administrative fines, late charges and/or interest.

6. Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct a violation of this chapter, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of this chapter.

D. Host Liability

1. Any host shall be strictly liable for any unlawful possession, ignition, explosion, discharge, use, or display of any fireworks in violation of this chapter on their property or at their gathering, except that no person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract shall be liable for a violation of this chapter occurring in the common area of the property unless the person hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering at which the violation occurs.

2. Any person having the care, custody, or control of a minor shall be strictly liable for any unlawful ignition, explosion, discharge, use, or display of fireworks by the minor in violation of this chapter.

3. Except as provided below in subsection 4 below, no host shall permit or allow another person on private property, or at a gathering on public property, where the host knows or reasonably should know that the person is engaged in a violation of this chapter.

4. The provisions of this section shall not apply to:

a. Conduct involving display, use, or discharge of fireworks as permitted under Federal or State law;

b. A host who initiates contact with law enforcement or fire officials to assist in removing any person from the property or gathering in order to comply with this chapter, if the request for assistance is made before any other person contacts law enforcement or fire officials to complain about the violation of this chapter.

5. A violation of this section shall be subject to the fine amounts listed in Section 3101.24(C)(1). of this chapter. Each device (firework) possessed, ignited, exploded, discharged, used, or displayed constitutes a separate violation of this ordinance and therefore is subject to a fine for each device. Possession is defined as having direct or indirect custody and/or control of any dangerous and illegal fireworks prohibited under this chapter.

E. Right to an Administrative Hearing.

1. Any citee may contest the violation(s), or that he or she is a responsible person, by filing a request for an administrative hearing on a city-approved form with the city clerk within thirty calendar days from the issuance date of a citation. If the city clerk does not receive the request in the required time period, the citee shall have waived a right to a hearing and the citation shall be deemed confirmed and final.

2. No fees shall be charged for the filing of a request for a hearing.

3. Citees must deposit the full amount of the penalty listed on the citation on or before the request for a hearing is filed. Failure to deposit the full amount of all penalties within the required time period, or the tender of a nonnegotiable check, shall render a request for an administrative hearing incomplete and untimely. Penalties that are deposited with the city shall not accrue interest. Penalties deposited shall be returned to the person who deposited them if the citation is overturned.

4. A request for a hearing shall contain the following:

a. The citation number;

b. The name, address, telephone number and any facsimile numbers and e-mail addresses of each person contesting the citation;

c. A statement of the reason(s) why a citation is being contested; and

d. The date and signature of the citee(s).

5. The city will notify all persons who filed a request for a hearing in writing by first class mail of the date, time and place set for the hearing at least ten calendar days prior to the date of the hearing. Service of this notice is deemed complete at time of mailing. The failure of a citee to receive a properly addressed notice shall not invalidate the citation or any hearing, city action or proceeding conducted pursuant to this chapter.

6. The hearing will be conducted within sixty days of the date a timely and complete request is received by the city clerk.

7. If the CEO submits an additional written report concerning the citation to the city for consideration at the hearing, the CEO shall also serve a copy of such report by first class mail on the person requesting an administrative hearing no less than seven calendar days prior to the date of the hearing. Failure to receive said report shall not invalidate the citation or any hearing, city action or proceeding pursuant to this chapter.

F. Administrative Hearing--Procedures.

1. The hearing officer designated or appointed by the city manager shall hear all requests for administrative hearings of administrative fines in accordance with the procedures established herein.

2. Administrative hearings are informal, and formal rules of evidence and discovery do not apply. The city bears the burden of proof to establish a violation and responsibility therefore by a preponderance of evidence. The citation is prima facie evidence of the violation, however, and the CEO who issued the citation is not required to attend or participate at the hearing. The citee(s) and CEO, if present, shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. A citee may bring an interpreter to the hearing provided there is no expense to the city. The hearing officer may question any person who presents evidence or who testifies at any hearing.

3. A citee may appear at the hearing in person or by written declaration executed under penalty of perjury. Said declaration and any documents in support thereof shall be tendered to and received by the city at least seven business days prior to the hearing. If the citee fails to attend or does not submit a written declaration in a timely manner, he or she shall be deemed to have waived the right to a hearing. In such an instance, the hearing officer shall cancel the hearing and not render a decision. In such instances, the citation shall be deemed confirmed.

4. Hearings may be continued once at the request of a citee or the officer who issued the citation. The hearing officer may also continue the hearing for cause.

G. Hearing Decision--Right of Appeal.

1. After considering all the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or overturn the citation and shall state the reasons therefor.

2. The hearing officer shall serve citee(s) by first class mail with a copy of the written decision. The date the decision is deposited with the U.S. Postal Service shall constitute the date of its service. The failure of a citee to receive a properly addressed decision shall not invalidate any hearing, city action or proceeding conducted pursuant to this chapter.

3. Decisions of the hearing officer may be appealed to the city council within thirty days after the date of their service. Each decision shall contain a statement advising the citee of this appeal right and the procedure for its exercise. A citee shall file a notice of appeal with the city within twenty calendar days after the date of service of the hearing officer's decision.

4. If a hearing officer's decision is not appealed in a timely manner, the decision shall be deemed confirmed.

5. The city council is the sole reviewing authority and an appeal from a hearing officer's decision is not appealable to the superior court. If a responsible person prevails on appeal, the city shall reimburse his or her fine deposit within thirty calendar days of the city council's decision on the appeal.

Section 3101.25 is added to read:

3101.25 Recovery of Response Costs.

A. In addition to any fines or penalties which may otherwise be levied by the City pursuant to this chapter, the City shall be entitled to recover from any person found to be in violation of any provision of this chapter, the City's full response costs.

B. For purposes of this chapter, the term "response costs" shall remain those reasonable and necessary costs directly incurred by the City for a response to complaint of discharging illegal fireworks prohibited under this section and shall include the cost of

providing police, fire, and/or other emergency response services at the scene to include, but not limited to:

1. Salaries and benefits of law enforcement and/or emergency personnel for the full amount of time spend responding to, remaining at, or otherwise dealing with such illegal fireworks, and the administrative costs attributable to such responses;

2. The cost of any medical treatment to or for any law enforcement personnel injured while responding to, remaining at, or leaving the scene; and

3. The cost of repaying any City equipment or property damaged and the cost of the use of any such equipment used in responding to, remaining at, or leaving the scene.

Section 3101.26 is added to read:

3101.26 Amendment.
This chapter shall not be repealed or amended except by a vote of the people of the city of Carson.

Section 3101.27 is added to read:

3101.27 Concurrent authorities.
Any provisions of the Carson Municipal Code in conflict herewith are hereby repealed. This chapter supersedes any conflicting provisions of the Uniform Fire Code, International Fire Code, and the Uniform Building Code.

Section 3101.28 is added to read:

3101.28 Severability.
If any section, subsection, sentence, clause or phrase of this chapter that is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The people of the city of Carson hereby declare that they would have passed this chapter and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

RESOLUTION NO. 25-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, JUNE 2, 2026, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY AN INITIATIVE MEASURE, WHICH WILL AMEND ARTICLE III, CHAPTER 1 "FIRE PREVENTION" OF THE CARSON MUNICIPAL CODE TO ALLOW THE SALE AND USE OF "SAFE AND SANE" FIREWORKS IN THE CITY OF CARSON

WHEREAS, pursuant to Section 9215 of the Elections Code of the State of California, the City Council has received a duly signed and certified initiative petition containing the signatures of not less than ten percent (10%) of the registered voters of the City according to the last report of registration by the county elections official to the Secretary of State pursuant to Section 2187 of the Elections Code of the State of California, which petition proposes a municipal initiative ordinance that would amend Article III, Chapter 1, Fire Prevention, of the Carson Municipal Code to allow the sale of and use of "Safe and Sane Fireworks" in the City of Carson ("Fireworks Measure"); and

WHEREAS, pursuant to Section 9215 of the Elections Code, the City Council is required to either adopt the Fireworks Measure, without alteration, or submit the Fireworks Measure to a vote of the electorate of the City pursuant to Section 1405 of the California Elections Code; and

WHEREAS, an established Statewide General Election is scheduled for June 2, 2026; and

WHEREAS, the City Council of the City of Carson, under the provisions of the Charter of the City of Carson and pursuant to Section 9215(b) of the Elections Code, hereby sees fit and intends to call an election to submit the Fireworks Measure to the voters of the City of Carson at the City's next general election which will be the General Municipal Election to be held on June 2, 2026, and to request consolidation of the same with the Statewide General Election to be held on the same date; and

WHEREAS, it is desirable that said measure submitted at the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City of Carson the precincts, polling places and election officers of the two elections be the same, and that the County Election Department of the County of Los Angeles canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

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

Section 1. That the City Council of the City of Carson, pursuant to its right and authority, hereby orders submitted to the voters at the General Municipal Election to be held on Tuesday, June 2, 2026, the following question:

Shall the measure, placed on the ballot by initiative petition, allowing the sale, from up to 12 permitted temporary stands, and use of "safe and sane fireworks" (as defined in state law) within the City during specified dates and times around the Fourth of July season, with a prohibition on "dangerous fireworks" (as defined in state law) subject to specified exceptions, be adopted?	YES
	NO

Section 2. That the text of the Fireworks Measure that is to be submitted to the voters is attached as Exhibit "A" to this Resolution and incorporated herein by this reference as if set forth in full. The City's designated elections official is hereby authorized and directed to make any changes to the text of the Fireworks Measure or this resolution as required to conform to any requirements of law.

Section 3. That the vote requirement for the Fireworks Measure to pass is a majority (50% +1) of the votes cast.

Section 4. That the City Clerk/City's designated elections official is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 5. That the ballots to be used at the election shall be in form and content as required by law, and that the election shall be held and conducted in the manner prescribed by law.

Section 6. That the City Council authorizes its City Clerk/City's designated elections official to administer the election and is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 7. Pursuant to California Election Code Section 10242, the polls for the General Municipal Election shall open at seven o'clock a.m. on the day of the election, and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as otherwise provided in California Election Code Section 14401.

Section 8. That in all particulars not recited in this Resolution, the General Municipal Election shall be held and conducted in accordance with the provisions of law regulating municipal and statewide elections.

Section 9. That notice of the time and place of holding the General Municipal Election is hereby given and the City Clerk/City's designated elections official is authorized, instructed and directed to give further or additional notice of the election, in the time, form and manner required by law.

Section 10. That pursuant to Sections 10402 and 10403 of the Elections Code, the Los Angeles County Board of Supervisors is hereby requested to consent and agree to the consolidation

of the submission of the Fireworks Measure at the General Municipal Election with the election conducted by Los Angeles County to be held on Tuesday, June 2, 2026.

Section 11. The City Council acknowledges that the consolidated election will be held and conducted in the manner prescribed in Elections Code Section 10418.

Section 12. That the Los Angeles County Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 13. That the Los Angeles County Board of Supervisors is requested to issue instructions to the Los Angeles County Registrar of Voters to take any and all necessary steps for the holding of this consolidated election.

Section 14. That the City of Carson recognizes that additional costs will be incurred by Los Angeles County by reason of this consolidation and agrees to reimburse Los Angeles County for any costs upon presentation of a properly submitted bill.

Section 15. That the designated elections official is hereby directed to file a certified copy of this resolution with the Los Angeles County Board of Supervisors and the Los Angeles County Registrar of Voters.

Section 16. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 5th day of November, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-133, was adopted by the Carson City Council at its meeting held on the 5th day of November, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

EXHIBIT A

FIREWORKS MEASURE

[Exhibit on the following page]

The People of the City of Carson do ordain as follows:

SECTION 1. FINDINGS AND STATEMENT OF PURPOSE

A. The residents of Carson have responsibly enjoyed the use of State Fire Marshal-Approved "Safe and Sane" Fireworks for many years. These fireworks adhere to strict state regulations, and a 13-year analysis by the Los Angeles County Fire Department found no fire losses or injuries resulting from their use.

B. Many of our local nonprofit organizations rely on the proceeds from the sale of Safe and Sane Fireworks as a significant source of their annual funding. The loss of this funding threatens critical community programs that serve Carson residents.

C. The use of illegal and dangerous fireworks must remain unlawful in our City, and our City must use every resource available to prosecute violators who use them in our City. The use of illegal and dangerous fireworks in our City is the real problem and not the sale of Safe and Sane Fireworks.

D. Jurisdictions that allow the sale and use of Safe and Sane Fireworks have documented declines in the use of illegal and dangerous fireworks. This decline is achieved, in part, through residents having the option to use Safe and Sane Fireworks instead of illegal and dangerous fireworks. There are other factors that contribute to this decline, such as increased public education efforts, stronger enforcement of ordinances prohibiting the use of illegal and dangerous fireworks, and the imposition of higher administrative fines and penalties to deter the use of illegal and dangerous fireworks. These fines and penalties can help offset enforcement costs.

E. The revenues generated from the sale of Safe and Sane Fireworks can provide direct financial support for public safety, public education, and enforcement efforts targeting the use of illegal and dangerous fireworks. In jurisdictions that allow their sale, revenue from administrative fines, local fees, and state sales tax contributions fund enforcement operations. Additionally, AB 1403, signed into law by Governor Newsom in 2023, allows cities that permit Safe and Sane Fireworks to impose sales fees that fund public awareness campaigns and strengthen enforcement measures.

F. Despite these facts, the Carson City Council recently voted to ban the sale and use of Safe and Sane Fireworks. The voters of Carson reject that decision and instead propose a comprehensive regulatory framework that restores the ability to sell and use Safe and Sane Fireworks while enhancing efforts to combat the use of illegal and dangerous fireworks within the City.

SECTION 2. Carson Municipal Code Article III, Chapter 1 (commencing with Section 3101.0 to 3101.10) is amended to read as follows (deleted text shown in ~~strikeout type~~ and added text shown in *italicized type*):

Section 3101.0 is repealed.

~~3101.0 Fireworks.~~

RECEIVED
4/28/25
10:32am

~~(a) It shall be unlawful for any person to sell, discharge or use safe and sane fireworks within the City of Carson at any time.~~

~~(b) It shall be unlawful for any person to sell, discharge, use or possess illegal fireworks within the City of Carson at any time, except for such discharge, use or possession as may be permitted in connection with a public display pursuant to CMC 3101.9.~~

Section 3101.05 is amended to read:

~~**3101.05 Definitions.**~~

~~The following definitions shall apply to the provisions of CMC 3101, including all subsections thereunder:~~

~~(a) "Fire Chief" shall mean the Chief of the Los Angeles County Fire Department or his/her duly authorized designee.~~

~~(b) "Fire Marshal permit" shall mean a permit issued by the California State Fire Marshal for the public display of fireworks in accordance with the State Fireworks Law.~~

~~(c) "Fireworks" shall mean and include all of the items listed in California Health and Safety Code Section 12511 or any successor provision thereto.~~

~~(d) "Illegal fireworks" shall mean any fireworks other than safe and sane fireworks. Illegal fireworks include but are not limited to sky rockets, bottle rockets, Roman candles, mortars, M-80, M-100, firecrackers, cherry bombs, palomitas and "helicopters."~~

~~(e) "Permit" shall mean the nontransferable permission granted by the City for the purpose of establishing and maintaining a place where fireworks are manufactured, constructed, produced, packaged, stored, sold, exchanged, discharged or used.~~

~~(f) "Public display of fireworks" shall have the meaning given in California Health and Safety Code Section 12524 or any successor provision thereto.~~

~~(g) "Pyrotechnic operator" shall have the meaning given in California Health and Safety Code Section 12527 or any successor provision thereto.~~

~~(h) "Safe and sane fireworks" shall have the meaning given in California Health and Safety Code Section 12529 or any successor provision thereto.~~

~~(i) "State Fireworks Law" shall refer to California Health and Safety Code Section 12500 et seq. and Title 19 of the California Code of Regulations, at Division 1, Chapter 6.~~

~~(j) "Venue operator" shall mean any person owning, leasing, renting, managing, operating, or otherwise having legal control of the use of any real property, building, lot, site or other venue in the City of Carson from which a public display of fireworks is proposed.~~

3101.05 Definitions.

The following words and phrases, as used in Sections 3101.05 to 3101.28, are defined as follows:

A. "Affiliated organizations," for purposes of this chapter, shall be the following:

1. Organizations incorporated under the same charter or organization and their auxiliaries if the auxiliary is incorporated under the same charter;
2. Organizations sharing the same officers and/or place of meetings and/or national parent organization;
3. Subdivisions and/or fractional divisions, however named or delineated, of organizations;
4. Suborganizations, one of whose primary purposes is to provide financial and/or manpower support to a parent nonprofit organization.

However, different organizations affiliated with and officially recognized by any elementary, junior high and/or high school and/or school district that serves, in whole or in part, the residents of the city or any public or private community college, college and/or university located within the boundaries of the city shall not be presumed to be affiliated organizations unless it can be shown that they serve the same interest area or concern (i.e., boosters of high school football and boosters of high school basketball would be presumed to be two different, nonaffiliated organizations).

B. "Agricultural and wildlife fireworks" means fireworks designed or used to prevent damage to crops or unwanted occupancy of areas by animals or birds through the employment of sound or light, or both, whenever such fireworks are so classified by the State Fire Marshal.

C. "Citation" means an administrative citation issued pursuant to this chapter to remedy a violation.

D. "Citee" means any person served with an administrative citation charging him or her as a responsible person for violation.

E. "City" means the city of Carson

F. "Code" means the Carson Municipal Code.

G. "Code Enforcement Officer" ("CEO") means any employee or agent of the city designated by the city council to enforce any provision of this chapter.

H. "Dangerous fireworks" shall mean dangerous fireworks as defined in Health and Safety Code Sections 12505 and 12561 and the relevant sections of Title 19, Code of Regulations, Subchapter 6, which are hereby incorporated by reference.

I. "Director" means the city manager or his or her designee.

J. "Fireworks stand" means any building, counter, or other structure of a temporary nature used in the sale, offering for sale, or display for sale of safe and sane fireworks.

K. "Hearing officer" means the person appointed by the city manager to serve as the hearing officer for administrative hearings held pursuant to this chapter.

L. "Host" means any person who either:

1. Owns, leases, rents, or is otherwise in lawful possession of private property with the City of Carson; or

2. Organizes, supervises, officiates, conducts, controls, or is otherwise in charge of the activity on the property located within the City of Carson.

3. Any person who hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering on public or private property.

M. "Issuance" or "issued" means any of the following:

1. The preparation and service of an administrative fine citation to a citee in the same manner as a summons in a civil action in accordance with Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure; or

2. Mailing of administrative fine citation to the responsible party by certified mail with return receipt, to the address shown on the official records of the county assessor; or

3. By personally serving the responsible party by personal delivery of the administrative fine citation or by substituted service. Substituted service may be accomplished as follows:

a. By leaving a copy at the responsible party's dwelling or usual place of abode, in the presence of a competent member of the household, and thereafter mailing by first class mail, postage prepaid, a copy to the responsible party at the address where the copy was left; or

b. In the event the responsible party cannot be served by first class mail, postage prepaid, or cannot be personally served and has a property manager or rental agency overseeing the premises, substituted service may be made upon the property manager or rental agency or may be effected by posting the property with the administrative fine citation and mailing a copy by first class mail, postage prepaid, to the responsible party in violation at the address of the property where the violation exists.

N. "Nonprofit organization" means any nonprofit association, charity or corporation organized primarily for veteran, patriotic, welfare, civic betterment or charitable purposes which has been recognized as tax-exempt by the Internal Revenue Service or the Franchise Tax Board, or a group which is an integral part of a recognized national organization having such tax-exempt status, or an organization affiliated with and officially recognized by an elementary, junior high and/or high school and/or school district that serves, in whole or in

part, the residents of the city or a public and/or private community college, college and/or university which is located within the boundaries of the city.

O. "Person" means a natural person or a legal entity that is also an owner, tenant, lessee and/or other person with any right to possession or control of the property where a violation of this code occurred.

P. "Principal and permanent meeting place" includes, but is not limited to, a permanent structure, playing field, geographic area or service population which resides in or is located within the city.

Q. "Public display of fireworks" means an entertainment feature where the public is admitted or permitted to view the display or discharge of fireworks, including but not limited to those defined in this section.

R. "Qualified applicants" means any group or organization which has met all of the following criteria for a continuous period of not less than one full year preceding submittal of an application for a permit to sell pursuant to this chapter and which continues to meet the criteria for the duration of any permit to sell issued by the city pursuant to this chapter:

1. The organization shall be a nonprofit organization pursuant to Internal Revenue Code Section 501(c)3, 4, 6, 7, 8, 10, 19, 23, or 26, Section 501(d), or Section 501(e); or a group which is an integral part of a recognized national organization having such tax-exempt status or an organization affiliated with and officially recognized by an elementary, junior high and/or high school and/or school district that serves, in whole or in part, the residents of the city or a public and/or private community college, college and/or university which is located within the boundaries of the city;po

2. The organization shall be organized primarily for veterans, patriotic, welfare, civic betterment, educational, youth development or charitable purposes;

3. The organization must have its principal and permanent meeting place within the city;

4. The organization must be one which provides direct and regular community services and benefits to the residents of the city;

5. The organization has a minimum bona fide membership of at least twenty members who either reside in the city, are employed in the city, or are owners or operators of a business or other establishment located in the city;

6. The organization has not been found by any court of competent jurisdiction or city administrative hearing officer to be in violation of any civil or criminal local, state or federal law relating to fireworks within twenty-four calendar months prior to the organization's submittal of an application for a permit to sell; and

7. The organization has not had a permit to sell revoked for cause pursuant to this chapter.

S. "Responsible person" means a person or host who causes a violation of this chapter to occur or allows a violation to exist or continue, by his or her action or failure to act. For purposes of this chapter, there may be more than one (1) responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this chapter may be issued a citation in accordance with the provisions of this chapter. Every parent, guardian or other person, having the legal care, custody or control of any person under the age of eighteen (18) years, who knows or reasonably should know that a minor is in violation of this chapter, may be issued a citation in accordance with the provisions of this chapter, in addition to any citation that may be issued to the offending minor.

T. "Safe and sane fireworks" (a.k.a. "state-approved fireworks") means safe and sane fireworks as set forth in Health and Safety Code Sections 12529 and 12562 and the relevant sections of Title 19, Code of Regulations, Subchapter 6, which are hereby incorporated by reference.

U. "Strictly Liable" means liability for a wrongful act regardless of a person's intent, knowledge, negligence, or lack thereof in committing the wrongful act.

V. "Violation" or "violates" means any violation of any provision of this chapter.

W. "Fireworks wholesaler" has the same meaning as in Health and Safety Code Section 12533 and the relevant sections of Title 19, Code of Regulations, Subchapter 6, which are hereby incorporated by reference.

Section 3101.07 is repealed.

~~**3101.07 Liability of Resident Where an Illegal Use of Fireworks Occurs.**~~
~~Any resident of premises on which illegal fireworks are found or from which fireworks are illegally discharged or sold shall be subject to the same civil liability or criminal penalty that may be imposed by the City's fireworks regulations on the person selling, discharging or possessing the fireworks, as applicable, if the person selling, discharging or using the fireworks is on the premises by the resident's invitation or consent.~~

Section 3101.1 is added to read:

3101.1 General prohibition against possession, sale or use of fireworks.
Except as otherwise provided in this chapter, no person shall possess, sell, use, display or explode any dangerous fireworks including, but not limited to, any rocket, firecracker, roman candle, squib, torpedo, wire core sparkler, wooden core sparkler, black cartridge, aerial shell or other combustible device or explosive substance or any kind of fireworks, by whatsoever name known, or any altered safe and sane fireworks within the city.

Section 3101.2 is added to read:

3101.2 Exception--Certain public displays and/or special effects.
It shall be unlawful to cause, allow, permit, aid, abet, or suffer any discharge of dangerous fireworks (including a public display) or any use of special effects without having first obtained a permit from the city manager.

The city manager shall have authority to adopt reasonable rules and regulations for the granting of permits for those activities contained in Section 12640 of the California Health and Safety Code, including supervised public displays of fireworks by a jurisdiction, fair association, amusement park, other organization, or for the use of fireworks by artisans in pursuit of their trade. Each such use or display shall be handled by a licensed pyrotechnic operator (as defined by Section 12527 of the California Health and Safety Code) in accordance with a city-issued permit, and shall be of such character and so located, discharged or fired as in the opinion of the city manager or his or her designee, after proper investigation, will not be hazardous or endanger any person.

Every application for a permit to conduct a public display of fireworks shall be accompanied by a non-refundable fee as established by resolution of the city council. This fee shall be in addition to any fee or tax imposed by the city council. Every applicant shall agree to hold the city, its officers and employees harmless from any and all claims for damages or other costs arising out of the activity authorized by the permit.

Section 3101.3 is added to read:

3101.3 Certain public displays--Liability insurance.

Any person, firm or corporation applying for a public display permit shall furnish to the city manager proof of coverage by a policy of public liability and property damage insurance. The policy shall provide limits of bodily injury and property damage liability of not less than five million dollars combined single limits for each occurrence annually for payments of damages to persons or property which may result from or be caused by such public display of fireworks, or any negligence on the part of the licensee or his/her/its agents, servants, employees and/or subcontractors presenting such public display.

No permit shall be issued until the permittee furnishes the city manager with a certificate of insurance for each policy required, executed by the company issuing said policy and approved as to form by the city attorney. Such policies shall contain a provision which includes the city of Carson as an additional insured and declares said insurance to be primary and that no other insurance carried by an insured party shall be called upon for contribution. Such insurance policies shall contain a general or standard endorsement that the company issuing such policy or policies will not allow the same to be canceled without serving, by first class mail, thirty days' notice of cancellation upon the city clerk for the city. Notwithstanding any other provision of this chapter, the failure of the permittee to carry such policy or policies in force and to properly renew said insurance during the time covered by such permit shall automatically revoke the permit as of the date of expiration of such insurance policy or policies. A payment of the full amount of the permit fee required by this chapter shall be made to the city before any such revoked permit may be reinstated.

Section 3101.4 is added to read:

3101.4 Certain public displays--Appeals.

The decision of the city manager or the city manager's designated representative in acting on an application for a permit to conduct a public display of fireworks in accordance with the provisions of this chapter shall be subject to an appeal by the applicant to the city

council. Notice of such appeal shall be filed with the city council within ten days after the date of the decision regarding such fireworks permit. Upon failure to file such notice within the ten-day period, the action of the city manager or the city manager's designated representative shall be final and conclusive.

Section 3101.5 is added to read:

3101.5 Exception--Safe and sane fireworks.
It shall not be unlawful to possess, sell, use, display or discharge, within the city, those fireworks that are defined and classified as "safe and sane fireworks" (a.k.a. "state-approved fireworks") in the California State Fireworks Law (Section 12500 et seq. of the Health and Safety Code and the relevant sections of Title 19, Code of Regulations, Subchapter 6) as set forth in this chapter.

Section 3101.6 is added to read:

3101.6 Safe and sane fireworks--Permits required.
It shall be unlawful for any person to sell safe and sane fireworks within the city without having first applied for and received a permit from the city.

Section 3101.7 is added to read:

3101.7 Safe and sane fireworks--Application.
A. No nonprofit organization shall submit more than one application for a permit to sell safe and sane fireworks within the city. If more than one application is submitted on behalf of any nonprofit organization, including an affiliated organization, all such requests shall be voidable at the discretion of the city manager. If a question arises as to whether organizations and/or groups are affiliated, the city council shall have ultimate authority to decide said question. Any attempt to transfer an application shall void any and all applications filed by or on behalf of both the transferor nonprofit organization and the transferee nonprofit organization.

B. Timing.

1. All applications for permits to sell safe and sane fireworks shall be in writing to the city clerk on forms supplied by the city. Applications may be filed beginning March 15th of each year up to and including April 15th of the same year, at which time the filing period for that year will be closed.

2. Applicants for such permits shall be notified by May 1st of each calendar year by the city manager of the approval or disapproval of such application for such permit. All organizations whose permits have been approved shall have up to and including June 1st of that year to pick up such permit.

C. Contents of Application.

1. Every application shall set forth the name of the nonprofit organization, address, email address, and telephone number of one or more responsible adults who will be in charge of and responsible for the fireworks stand during the period safe and sane fireworks are sold, displayed or stored.

2. The original of the application shall be retained by the city clerk, and the city clerk shall transmit a copy to the fire chief and any other relevant city department.

Section 3101.8 is amended to read:

~~**3101.8 Storage of Fireworks.**~~

~~It shall be unlawful to store any fireworks in any residence, home, garage, or automobile within the City of Carson. It shall also be unlawful to store any fireworks in any building or other place within the City of Carson without having first applied for and received a business license pursuant to CMC 6310 and a permit therefor pursuant to the provisions of this Section from the City Council. An application for such a permit shall be filed with the City Council along with payment of a nonrefundable application fee established by City Council resolution no later than the last City business day in May. The City Council shall cause an investigation to be made of the place where it is proposed to store such fireworks. Notwithstanding the foregoing, storage of fireworks in connection with a public display of fireworks by a pyrotechnic operator shall be governed by permit issued under CMC 3101.9.~~

~~(a) Prior to initiating the storage of fireworks at the permitted location, the permittee shall procure general liability and property damage insurance covering its operation in and about said premises in a minimum aggregate amount of $1,000,000; in addition, the City of Carson, its officers and employees shall be named as an additional insured on such insurance. The permittee shall file a certificate of such insurance with the City Revenue Division within seven (7) days after Council approval of such storage operation.~~

~~(b) No fireworks shall be stored within one hundred (100) feet of any gasoline service station or any garage located within twenty-five (25) feet of any other structure. Any facility for the storage of fireworks shall maintain a minimum setback from the street curbing of ten (10) feet.~~

~~(c) There shall be maintained at each location where fireworks are stored at least two (2) fire extinguishers approved by the Los Angeles County Fire Department; provided, however, that if more than one (1) room at any location is used for fireworks storage, there shall be at least one (1) approved fire extinguisher per room.~~

~~(d) No person shall light, or cause, or permit to be lighted, any fireworks, or any other article or material, within any structure approved for fireworks storage, or within fifty (50) feet thereof.~~

~~(e) No smoking shall be allowed in any structure used for the storage of fireworks nor within fifty (50) feet of said structure. "No Smoking" signs shall be prominently displayed.~~

~~(f) No minor, under the age of eighteen (18), shall be in the fireworks storage structure.~~

~~(g) No alcoholic beverages shall be allowed on the premises. No person who is under the influence of alcoholic beverages shall enter or be allowed in the building or structure used for fireworks storage.~~

~~(h) The permittee shall provide an adult night watchman to act and serve during all hours other than normal business hours. Under no circumstances shall the night watchman sleep within the building in which the fireworks are stored.~~

~~(i) All permits must be posted in a conspicuous place at the storage site.~~

~~(j) The permittee shall strictly comply with all the provisions of the State Fireworks Law.~~

3101.8 Safe and sane fireworks--Denial of application.

A. The city manager shall issue the permit to sell safe and sane fireworks unless any of the following apply:

1. The city manager finds, in writing, that the applicant has failed to provide sufficient plans, information or other data necessary to permit a determination respecting compliance with the requirements of this chapter;

2. The city manager finds, in writing, that the applicant is not in compliance with any of the requirements of this chapter;

3. The city manager finds, in writing, that the applicant falls within the provisions of Section 3101.16;

4. The city manager determines that the number of qualified applicants exceeds the number of permissible permits under Section 3101.9; or

5. If the governor of the state of California declares a state of emergency for the city of Carson or county of Los Angeles related to imminent threat of devastating wildfires and a related imminent peril to people and property, the city council may, by unanimous vote, suspend the use of safe and sane fireworks for the calendar year in which the governor declares the state of emergency.

B. The city manager must advise, in writing, all qualified applicants of its determination no later than May 1st as well as advise them of the procedures that the city must follow.

C. Any denial of a permit pursuant to this section may be appealed to the city council. Upon notice of appeal from an applicant, the city manager shall provide the city council with the name of the applicant and a brief statement of the grounds for denial of issuance of the permit. The city council shall consider the appeal at its next regularly scheduled meeting.

Section 3101.9 is amended to read:

3101.9 Public Display.

No person shall engage in the public display of fireworks within the City of Carson without having first applied for and received a business license pursuant to CMC 6310 and permit pursuant to the provisions of this Section. Upon application by a pyrotechnic operator or venue owner for one (1) or more public display events (to an annual maximum of six (6) public display events per venue), an authorized representative of the City's Revenue Division shall grant a permit provided all of the following criteria are met:

(a) Such display(s) shall not take place on Monday through Thursday, unless the day falls on July 4th. Any request for public displays at any other times shall be subject to the approval of the City Council within its discretion.

(b) The public display of fireworks shall be performed by a pyrotechnic operator holding a current and valid Fire Marshal permit for the public display of fireworks under Health and Safety Code Section 12575, 12576 or 12577.

(c) The applicant shall file a written application on a form provided by the City for such permit accompanied by a nonrefundable application fee established by City Council resolution for each event.

(d) The application shall be filed with the City Revenue Division at least two (2) weeks prior to the public display of fireworks event.

(e) The application shall be accompanied by an insurance certificate for general liability and property damage insurance in an aggregate amount of not less than $1,000,000, and proof that workers' compensation insurance is carried for all employees in compliance with Labor Code Section 3700. Such policy shall be issued by a corporate insurance company authorized to conduct business in the State of California, and shall name the City, its officers and employees as additional insureds.

(f) The application shall set forth the name, principal place of business and telephone number of the applicant, the names and addresses of its principal partners, owners or officers, the name, residence address, and capacity of the person signing the application and the name and address of the venue operator.

(g) The application shall set forth the dates and hours of operation, including the schedule for setup and testing, along with the name and contact information for the State Fire Marshal assigned to oversee the public display of fireworks event. The application shall certify that the public display of fireworks shall not occur after 11:00 p.m. on any approved date.

~~(h) The application shall be accompanied by copies of the pyrotechnic operator's permit issued by the State Fire Marshal or Fire Chief, as applicable, to conduct the proposed public display of fireworks at the proposed venue in the City.~~

~~(i) The application shall be accompanied by a diagram of the grounds on which the display is to be held approved by the State Fire Marshal or Fire Chief, as applicable, showing the point at which the fireworks are to be discharged, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines, or other overhead obstruction.~~

~~(j) The application shall describe the proposed storage location for fireworks on the site and provide an emergency response plan describing the resources available to the applicant and methods for using such resources to respond to any emergency created by the proposed use of fireworks.~~

~~(k) No pyrotechnic display shall be conducted within five hundred (500) feet of any residence, unless the applicant for the permit has first sent or had delivered written notification to all of the owners or tenants of any residence within a five hundred (500) foot radius of the discharge site.~~

~~(l) Any duly approved permit shall be displayed at all times on the premises of the venue operator.~~

~~(m) The applicant shall certify to the truth of all matters in the application. The City may refuse to issue or revoke any permit for the public display of fireworks at any time upon discovery of any misrepresentation or false statement in the application or failure by the applicant to meet the requirements of this Section.~~

3101.9 Safe and sane fireworks--Prerequisite for issuance of permit.

A. All nonprofit organizations whose permits have been approved shall not be issued a permit unless all of the following are submitted to the city clerk by June 1st:

1. Information regarding the location of the fireworks stand on the real property; written permission from the owner of record, lessor of record or the property manager of the property (whichever is controlling) upon which said proposed stand will be located; and the zoning of the real property on which the fireworks stand is to be located, which zoning classification shall be obtained from the planning department for the city.

2. A copy of the requisite state retail sales permit from the office of the California State Fire Marshal.

3. A certificate evidencing an occurrence-based policy of insurance naming the city of Carson as an additional insured thereunder, with the following minimum

limits: one million dollars public liability and property damage; and general aggregate coverage of two million dollars.

4. A copy of a temporary sales tax permit issued by the California Department of Tax and Fee Administration.

B. The maximum number of permits which may be issued and the maximum number of safe and sane fireworks stands that will be permitted, pursuant to this chapter during any calendar year shall not exceed twelve (12). If the number of qualified applicants exceeds the number of permissible permits under this section, the city shall select the nonprofit organizations to whom permits shall be issued by the following method:

1. Preference shall be given to any nonprofit organization that was issued a permit to sell safe and sane fireworks in the city in 2024, so long as such nonprofit organization continuously applies for and is issued a permit from year to year, beginning with the effective date of the ordinance codified in this chapter.

2. In the event that any permits are available after issuing permits pursuant to subsection (B)(1) of this section, the city manager or his or her designee shall conduct a drawing in which qualified applicants shall be randomly selected to receive any available permits.

C. Permits issued pursuant to this section are valid only during the calendar year issued.

Section 3101.10 is amended to read:

~~**3101.10 Violations of Fireworks Regulations.**~~

~~(a) Any person violating any provision of CMC 3101 to 3101.9, inclusive, or knowingly or intentionally misrepresenting to any officer or employee of the City any material fact in procuring any permit herein provided for, shall be guilty of a misdemeanor.~~

~~(b) In addition thereto, any such misrepresentation or violation shall constitute grounds for revocation of the permit by the City Council, on twenty-four (24) hours' notice to the permittee, or if any such violation is committed in the presence of the Sheriff, or any deputy, or Fire Chief, or any other City officer, the City Manager shall be empowered, upon receiving a written and signed report thereof from any such officer, to close any such permitted operation forthwith.~~

~~(c) Any person violating the provisions of CMC 3101.0 to 3101.9 shall be subject to a penalty of $1,000 for a first-time violation, and thereafter $1,000 for each additional violation of such provisions, except as otherwise provided in a resolution adopted by the City Council pursuant to CMC 1203.3(d). Any person found to have violated the provisions of CMC 3101.8 or 3101.9, or any combination of the same, more than two (2)~~

~~times in a single year shall be prohibited from applying for any permit under CMC 3101.8 through 3101.9 for a period of one (1) year.~~

~~(d) If any provision(s) of this Chapter or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this Chapter are declared to be severable. The City Council hereby declares that they would have adopted this Chapter and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one (1) or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.~~

3101.10 Deadlines for applications and all other filings.
If the deadline for submitting any type of application, payment of any administrative fine, filing of a notice of appeal, etc., called for within this chapter falls on a day City Hall is closed, the deadline shall automatically be extended to the close of business of the next day City Hall is open.

Section 3101.11 is added to read:

3101.11 Safe and sane fireworks--Temporary sales tax permit.
Nonprofit organizations licensed and permitted to sell safe and sane fireworks in the city are required to obtain a temporary sales tax permit from the California Department of Tax and Fee Administration.

Section 3101.12 is added to read:

3101.12 Safe and sane fireworks--Operation of fireworks stand.
A. No person shall knowingly sell fireworks to any person under the age of eighteen. Proof that the fireworks stand operator/organization requested, was shown and acted in reliance upon bona fide evidence of age and identity in any sale of fireworks forbidden by this chapter shall be a defense for any proceedings for suspension or revocation of its safe and sane fireworks permit or any criminal proceedings for violations of this chapter. For purposes of this section, bona fide evidence of age and identity of purchaser is a document issued by a federal, state, county or municipal government which contains a photograph of the purchaser including, but not limited to, a valid California driver's license or identification card issued to a member of the Armed Forces.

B. The sale of safe and sane fireworks shall begin no earlier than Noon (12:00 p.m.) June 28th and shall not continue after nine (9:00) p.m. on June 28th. The sale of safe and sane fireworks shall be permitted to continue daily only from nine (9:00) a.m. to nine (9:00) p.m., daily, on June 29th through July 5th.

C. No person other than the permitted nonprofit organization(s) shall operate the stand for which the permit is issued under this chapter.

D. No person other than the individuals who are members of the permittee or the spouses, parents or adult children of such members shall sell safe and sane fireworks at such stands.

E. No person under the age of eighteen shall sell safe and sane fireworks within such stands.

F. No person shall be paid any consideration by the permittee nonprofit organization(s) or any wholesaler/distributor of safe and sane fireworks for selling or otherwise participating in the sale of safe and sane fireworks at such stand; provided, however, that compensation may be paid for licensed or qualified security personnel, electricians, or other vendors needed to conduct business other than fireworks sales, during sale or non-sale hours and to the party authorizing the location of the stand on its property.

Section 3101.13 is added to read:

3101.13 Safe and sane fireworks--Temporary fireworks stand.
All retail sales of safe and sane fireworks shall be permitted from within a temporary fireworks stand, and retail sales from any other building or structure are hereby prohibited. Temporary fireworks stands shall be subject to the following provisions:

A. No stand shall be located within twenty-five (25) feet of any other building or within one hundred (100) feet of any gasoline pump or other gasoline distribution point.

B. Stands need not comply with the provisions of the building code of the city; provided, however, that all stands shall be constructed in a manner which will reasonably ensure the safety of attendants and patrons; and provided further, that any electrical installation shall comply with all applicable codes.

C. No stand shall have a floor area in excess of seven hundred fifty (750) square feet.

D. Each stand shall have at least two (2) exits. Each stand in excess of forty (40) feet in length shall have at least three (3) exits spaced approximately equidistant apart; provided, however, that in no case shall the distance between the exits exceed thirty-two (32) feet. Exit doors shall be not less than twenty-four (24) inches wide and six (6) feet in height and shall swing in the direction of exit travel.

E. Each stand shall be provided with two two-and-one-half-gallon water type (minimum rating 2A) or soda-and-acid fire extinguishers, in good working order and easily accessible for use in case of fire.

Section 3101.14 is added to read:

3101.14 Safe and sane fireworks--General requirements for permittees.
A. All weeds and combustible materials shall be cleared from the location of the fireworks stand to a distance of at least twenty-five (25) feet surrounding the fireworks

stand. All trash resulting from the operation of the fireworks stand must be removed on a daily basis.

B. "NO SMOKING" signs shall be prominently displayed on the safe and sane fireworks stand.

C. Each safe and sane fireworks stand must have an adult in attendance and in charge thereof while fireworks are on sale or stored therein. Sleeping or remaining in the stand after close of business each day is prohibited. On closing of the safe and sane fireworks stand each day, all fireworks must remain in the stand and be guarded by qualified watchperson or security personnel during these non-sale hours.

D. All unsold stock of fireworks in the hands of the permittee after nine (9:00) p.m. on July 5th shall be returned to the wholesaler/distributor and removed from the city within five (5) business days. On closing of the safe and sane fireworks stand, all litter shall be removed from the premises.

E. No fuel-powered generator or similar equipment shall be allowed within fifty (50) feet of a safe and sane fireworks stand.

F. Each safe and sane fireworks stand must post its city permit to sell safe and sane fireworks, its temporary sales tax permit from the California Department of Tax and Fee Administration, its State Fire Marshal retail sales permit, and proof of their required insurance in a prominent place inside the safe and sane fireworks stand.

G. No person shall smoke within twenty-five (25) feet of the safe and sane fireworks stand. No person shall light, cause to be lighted or permit to be lighted any safe and sane fireworks or combustible material within fifty (50) feet of any safe and sane fireworks stand.

H. No alcoholic beverages shall be allowed on the premises. No person who is under the influence of alcoholic beverages shall enter or be allowed in the building or structure used for fireworks storage.

Section 3101.15 is added to read:

3101.15 Nonprofit organization fee and surcharge.

A. Pursuant to California Health and Safety Code Sections 12599 and 12635.5, the City may, through adoption of a resolution by the City Council, require each applicant receiving a permit to pay a fee to the City of a pro rata portion of the actual and reasonable costs the City incurs that is related to any of the following:

1. Processing and issuing permits.

2. Inspection of fireworks stands.

3. Public education and awareness campaigns regarding the safe and responsible use of safe and sane fireworks, and the dangers and risks posed by the use of illegal fireworks.

4. Enforcing the provisions of the municipal code of the City with respect to the sale and use of safe and sane fireworks, including extra personnel time and cleanup of the fireworks trash and debris. "Extra personnel time" means employee or contracted employee time that the City would not otherwise incur but for the sale and use of safe and sane fireworks.

5. Fire operation and suppression efforts that are directly related to safe and sane fireworks.

B. The pro rata share of the costs shall be specified in the resolution and calculated using gross sales as shown on each permittee's sales and use tax return for the applicable period. The pro rata share of costs shall not exceed seven (7) percent of the gross sales of the fireworks sold in the City during the applicable period.

C. All nonprofit retail booth locations in the City may assess a surcharge up to seven (7) percent on all retail sales of state-approved fireworks that occur in the city in order to pay the above fee to the City. In no event may the City, or any of its departments, agencies and/or contracted organizations, impose a fee or charge to the nonprofits for their sale of fireworks other than those listed above.

D. Each nonprofit organization must pay its pro rata share of the costs to the City Clerk within thirty (30) days of the City Council adopting the resolution discussed in this section.

Section 3101.16 is added to read:

3101.16 Safe and sane fireworks--Revocation of permit--Appeal.

A. The city manager or the city manager's designee may revoke, immediately and without notice or hearing, the permit of any permittee who violates any of the following provisions: Section 3101.12, Section 3101.14. If the revocation occurs between June 22nd and July 5th, the city manager shall inform the permittee that the permittee may seek review of the city manager's decision by the city council at the next regular meeting by submitting a notice of appeal to the city clerk within five business days of receiving the notice of revocation. At the earliest opportunity on the next business day after the revocation, the city manager shall provide the city council with written notice that a fireworks permit has been revoked, including the name of the permittee and a brief statement of the grounds for revocation. If the revocation occurs before or after the specified period, the appeal procedures of subsection (B) of this section shall apply.

B. The city manager, or the city manager's designee, may revoke the permit of any permittee who violates any provision of this chapter not specified in subsection (A) of this section. Such revocation shall not take effect for five days, during which time the permittee may appeal the city manager's decision by submitting a written request to the city clerk for review of the revocation by the city council. The city manager shall provide the city council with written notice that a fireworks permit has been revoked, including the name of the permittee and a brief statement of the grounds for revocation. The city council shall consider the appeal of revocation at its next regular meeting.

C. Any permittee whose permit has been revoked pursuant to subsection (A) or (B) of this section shall be barred from receiving a permit under this chapter for up to two (2) years from the date of revocation.

Section 3101.17 is added to read:

3101.17 Safe and sane fireworks--Limitation on places and hours of discharge.

A. It shall be unlawful to discharge any safe and sane fireworks except during the hours of nine (9:00) a.m. to ten (10:00) p.m. on July 1st through July 5th, or during the hours of nine (9:00) a.m. to eleven (11:00) p.m. on the day of the city's Fourth of July public display of fireworks.

B. It shall be unlawful for any person to ignite, discharge, project or otherwise fire or use any safe and sane fireworks, or permit the ignition, discharge or projection thereof, upon or over or onto the property of another without his/her consent, or to ignite, discharge, project or otherwise fire or make use of any safe and sane fireworks within ten feet of any residence, dwelling or other structure used as a place of habitation by human beings.

Section 3101.18 is added to read:

3101.18 Safe and sane fireworks--Supervision of minors.

It shall be unlawful for any person having the care, custody or control of a minor (under eighteen years) to permit such minor to discharge, explode, fire or set off any dangerous fireworks, at any time, or to permit such minor to discharge or set off any safe and sane fireworks unless such minor does so under the direct supervision of a person over eighteen years of age and during the hours and on the days permitted by this chapter.

Section 3101.19 is added to read:

3101.19 Seizure of fireworks.

The fire chief, or the fire chief's designee, may seize, take, remove or cause to be removed, at the expense of the permittee or licensed fireworks wholesaler, whichever is applicable, all stock of fireworks offered or exposed for sale, stored or held in violation of this chapter when such violation creates an imminent threat to public health or safety.

Section 3101.20 is added to read:

3101.20 Police and fire department illegal fireworks operation plan and after-action report.

A. On or before May 1st of every year, both the city's police and fire departments must present to the city council an operation plan for the thirty-day period surrounding the 4th of July (June 17th through July 16th) for that year. Said operation plan must include, but not be limited to, the following information:

1. Identification of areas within the city where illegal fireworks were a problem in the previous year;

2. A detailed explanation of the deployment of fire and law enforcement personnel to deal with those troublesome areas as well as with the balance of the city;

3. A report on the apparatus and personnel who will be on duty for the period of June 17th through July 16th of that year, and more particularly, on the 1st through the 5th of July, inclusive;

4. Recommendations on and discussion of what, if any, dedicated illegal fireworks enforcement patrols there should be for that year and all other relevant information and statistics deemed necessary by the city council.

B. By no later than October 1st of that same year, both police and fire departments must report back to the city council with an after-action report. That report must include, but is not limited to:

1. An evaluation of the success or failure of that department's operation plan for that year including a listing of any significant fireworks-related incidents, both dangerous fireworks and safe and sane fireworks;

2. Relevant incident statistics for the period of June 17th through July 16th, arrest and citation statistics for all crimes, but more particularly for the possession, sale and/or use of dangerous fireworks, altered safe and sane fireworks and misuse of safe and sane fireworks outside the strict limitations of this chapter;

3. A report on how many calls there were regarding suspected dangerous fireworks, how many of those calls either of the departments responded to, how many of those calls resulted in seizures and/or administrative fine citations, the status of payment of those administrative fines, and how many fireworks seizures resulted in no citations, and if so, why.

Section 3101.21 is added to read:

3101.21 Submittal of Financial Summary

A. On or before September 15th of any year authorized pursuant to a permit, the permittee shall submit to the city manager a financial summary of total sales from fireworks, on a form supplied by the city which shall include the following information:

1. Total gross receipts from the fireworks stand operated by the permittee;
2. All expenses incurred and paid in connection with the purchase of fireworks and the sale thereof;
3. Total net receipts from fireworks stand operated by permittee;
4. A summary of to whom and for what purpose of the net proceeds were or will be disbursed; and
5. A copy of the most recent report filed by the permittee to the California Department of Tax and Fee Administration.

B. The filing of such a financial summary with the city shall be a condition precedent to the granting of any subsequent permit.

Section 3101.22 is added to read:

3101.22 Exception--Permit required for agricultural and wildlife fireworks.
It shall be unlawful for any person to possess, sell, furnish, or give away, or offer or expose for sale, or fire, discharge, or explode, any agricultural and wildlife fireworks in the city without first obtaining a permit from the city manager.

The permit shall not be transferable, and shall particularly describe the place where agricultural and wildlife fireworks are to be stored, sold, or discharged. Such permit shall be for such length of time as the city manager shall determine, but in any event not to exceed twelve months.

Section 3101.23 is added to read:

3101.23 Exception--Permit required for model rockets.
The sale, purchase, storage, firing or discharge of model rockets may be allowed by written permit from the city manager which shall include, but not be limited to, the conditions contained in Title 19 of the California State Administrative Code and any other conditions which the city manager may deem to be reasonably necessary for the safety and welfare of the public and the community.

Section 3101.24 is added to read:

3101.24 Administrative fines and penalties.

A. Purpose.

1. This chapter authorizes the imposition of administrative fines on any person who violates any provision of this chapter in order to encourage and obtain compliance with the provisions of this chapter for the benefit and protection of the entire community. This section governs the imposition, enforcement, collection and administrative review of all administrative fines related to: the possession, use, storage, sale and/or display of those fireworks classified as dangerous fireworks in California Health and Safety Code Section 12500 et seq., with the exception of a pyrotechnic licensee when operating pursuant to that license; and the use of safe and sane fireworks as defined in California Health and Safety Code Section 12500 et seq. on or at dates, times and/or locations other than those permitted by this chapter. Said administrative fines are imposed under authority of Government Code Section 53069.4, Health and Safety Code Section 12557, and the police power of the city.

2. The issuance of citations imposing administrative fines may be performed at the discretion of the officials of the city authorized hereunder, and the issuance of a citation to any person constitutes but one remedy of the city to redress violations of this code by any person. By adopting this chapter, the city does not intend to limit its authority to employ any other remedy, civil or criminal, to redress any violation of this code by any person which this city may otherwise pursue.

3. The imposition of fines related to dangerous fireworks under this chapter shall be limited to persons who possess, sell, use and/or display, or the seizure of, less than twenty-five pounds (gross weight) of such dangerous fireworks.

4. Fines collected pursuant to this chapter related to dangerous fireworks shall not be subject to Health and Safety Code Section 12706, which section provides that certain fines collected by a court of the state be deposited with, and disbursed by, the county treasurer. However, the city shall provide cost reimbursement to the State Fire Marshal pursuant to regulations to be adopted by the State Fire Marshal addressing the State Fire Marshal's cost for the transportation and disposal of dangerous fireworks seized by the city, which costs will be part of any administrative fine imposed. Unless and until said regulations have been adopted by the state of California, the city shall hold in trust two hundred fifty dollars or twenty-five percent of any fine collected, whichever is greater, to cover the cost reimbursement to the State Fire Marshal for said cost of transportation and disposal of the dangerous fireworks.

5. Because of the serious threat of fire or injury posed by the use of dangerous fireworks that can result from persistent or repeated failures to comply with the provisions of this code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this chapter imposes strict civil liability upon the owners of residential real property for all violations of this code existing on their residential real property. Each contiguous use, display and/or possession shall constitute a separate violation and shall be subject to a separate administrative fine.

6. At least fifty (50) percent of the fines collected pursuant to this chapter must be placed in a segregated fund entitled "Carson Illegal Fireworks Enforcement Fund." The sole and exclusive purpose of this fund is to pay for increased fire and police deployment, protection and investigation of and against illegal fireworks in the city for the thirty-day period surrounding the 4th of July (June 17th through July 16th).

B. Issuance of Administrative Citation--Contents.

1. Whenever a code enforcement officer (CEO) determines that a violation of the code has occurred, the CEO may issue an administrative citation on a city-approved form listing the code violation(s) and the amount of the administrative fine required to be paid by the responsible person(s) in accordance with the provisions of this chapter.

2. Each administrative citation shall contain the following information:

a. The name, mailing address, date of birth, CDL number, and home or business telephone number of the responsible person charged with any violation of this code:

b. The address or description of the location of the violation;

c. The date or dates on which the person violated this code;

d. The section or sections of this code that were violated;

e. A description of the violation(s);

f. The amount of the administrative fine for each violation, the procedure in place to pay the fines, and any late fee and interest charge(s), if not timely paid, and notice that if the city is required to take action to collect such fines, the responsible person may be charged costs and attorney's fees;

g. Notice of the procedure to request an administrative hearing to contest the citation (including the form to be used, how to obtain the form, and the period within which the request must be made in order for it to be considered timely);

h. The name and signature of the CEO who issued the citation and the name and signature of the citee, if he or she is physically present and will sign the citation at the time of its issuance. The refusal of a citee to sign a citation shall not affect its validity or any related subsequent proceedings, nor shall signing a citation constitute an admission that a person is responsible for a violation of the code; and

i. Any other information deemed necessary by the director for enforcement or collection purposes.

C. Administrative Fines.

1. Each person who violates any provision of this code as it relates to the possession, use, storage, sale and/or display of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of Offenses in 1-Year Period	***Amount of Administrative Penalty***	***Late Charge***	***Total Amount of Penalty Plus Late Charge***
First	*$1,000*	*$250*	*$1,250*
Second	*$3,000*	*$500*	*$3,500*
Third	*$5,000*	*$1,000*	*$6,000*

2. Each person who uses safe and sane fireworks on or at dates, times and/or locations other than those permitted by this chapter shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of Offenses in 1-Year Period	*Amount of Administrative Penalty*	*Late Charge*	*Total Amount of Penalty Plus Late Charge*
First	*$250*	*$75*	*$325*
Second	*$500*	*$150*	*$650*
Third	*$750*	*$300*	*$1,050*

3. In the case of a violation of any of the provisions listed above, the administrative fine(s) shall be due and payable within thirty calendar days from the issuance of the administrative fine citation, and the citee shall be required to abate the violation and surrender all dangerous fireworks to the CEO immediately. For penalties not paid in full within that time, a late charge in the amount set forth above is hereby imposed and must be paid to the city by the citee. Fines not paid within the time established by this section shall accrue interest at the prevailing established rate. On the second and each subsequent time that a person is issued a citation for the same violation in any twelve-month period, the fine is increased as indicated above and the citee shall be liable for the amount of the new fine until it is paid, in addition to being responsible for payment of previous fines. Each device (firework) possessed, ignited, exploded, discharged, used, or displayed constitutes a separate violation of this ordinance and therefore is subject to a fine for each device. Possession is defined as having direct or indirect custody and/or control of any dangerous and illegal fireworks prohibited under this chapter.

4. All administrative fines and any late charges and interest due shall be paid to the city at such a location or address as stated on the citation, or as may otherwise be designated by the city manager. Payment of any fine or fines shall not excuse the citee from complying with the provision of the code so violated. The issuance of the citation and/or payment of any fine shall not bar the city from employing any other enforcement action or remedy to obtain compliance with the provisions of the code so violated including the issuance of additional citations and/or criminal prosecution.

5. Upon confirmation of the citation or when the citation is deemed confirmed, all unpaid administrative fines, late fees and/or interest shall constitute a judgment which may be collected in any manner allowed by law for collection of judgments including but not limited to recordation to create a lien on any real property owned by the responsible person. The city shall be entitled to recover its attorney's fees and costs incurred in collecting any administrative fines, late charges and/or interest.

6. Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct a violation of this chapter, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of this chapter.

D. Host Liability

1. Any host shall be strictly liable for any unlawful possession, ignition, explosion, discharge, use, or display of any fireworks in violation of this chapter on their property or at their gathering, except that no person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract shall be liable for a violation of this chapter occurring in the common area of the property unless the person hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering at which the violation occurs.

2. Any person having the care, custody, or control of a minor shall be strictly liable for any unlawful ignition, explosion, discharge, use, or display of fireworks by the minor in violation of this chapter.

3. Except as provided below in subsection 4 below, no host shall permit or allow another person on private property, or at a gathering on public property, where the host knows or reasonably should know that the person is engaged in a violation of this chapter.

4. The provisions of this section shall not apply to:

a. Conduct involving display, use, or discharge of fireworks as permitted under Federal or State law;

b. A host who initiates contact with law enforcement or fire officials to assist in removing any person from the property or gathering in order to comply with this chapter, if the request for assistance is made before any other person contacts law enforcement or fire officials to complain about the violation of this chapter.

5. A violation of this section shall be subject to the fine amounts listed in Section 3101.24(C)(1). of this chapter. Each device (firework) possessed, ignited, exploded, discharged, used, or displayed constitutes a separate violation of this ordinance and therefore is subject to a fine for each device. Possession is defined as having direct or indirect custody and/or control of any dangerous and illegal fireworks prohibited under this chapter.

E. Right to an Administrative Hearing.

1. Any citee may contest the violation(s), or that he or she is a responsible person, by filing a request for an administrative hearing on a city-approved form with the city clerk within thirty calendar days from the issuance date of a citation. If the city clerk does not receive the request in the required time period, the citee shall have waived a right to a hearing and the citation shall be deemed confirmed and final.

2. No fees shall be charged for the filing of a request for a hearing.

3. Citees must deposit the full amount of the penalty listed on the citation on or before the request for a hearing is filed. Failure to deposit the full amount of all penalties within the required time period, or the tender of a nonnegotiable check, shall render a request for an administrative hearing incomplete and untimely. Penalties that are deposited with the city shall not accrue interest. Penalties deposited shall be returned to the person who deposited them if the citation is overturned.

4. A request for a hearing shall contain the following:

a. The citation number;

b. The name, address, telephone number and any facsimile numbers and e-mail addresses of each person contesting the citation;

c. A statement of the reason(s) why a citation is being contested; and

d. The date and signature of the citee(s).

5. The city will notify all persons who filed a request for a hearing in writing by first class mail of the date, time and place set for the hearing at least ten calendar days prior to the date of the hearing. Service of this notice is deemed complete at time of mailing. The failure of a citee to receive a properly addressed notice shall not invalidate the citation or any hearing, city action or proceeding conducted pursuant to this chapter.

6. The hearing will be conducted within sixty days of the date a timely and complete request is received by the city clerk.

7. If the CEO submits an additional written report concerning the citation to the city for consideration at the hearing, the CEO shall also serve a copy of such report by first class mail on the person requesting an administrative hearing no less than seven calendar days prior to the date of the hearing. Failure to receive said report shall not invalidate the citation or any hearing, city action or proceeding pursuant to this chapter.

F. Administrative Hearing--Procedures.

1. The hearing officer designated or appointed by the city manager shall hear all requests for administrative hearings of administrative fines in accordance with the procedures established herein.

2. Administrative hearings are informal, and formal rules of evidence and discovery do not apply. The city bears the burden of proof to establish a violation and responsibility therefore by a preponderance of evidence. The citation is prima facie evidence of the violation, however, and the CEO who issued the citation is not required to attend or participate at the hearing. The citee(s) and CEO, if present, shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. A citee may bring an interpreter to the hearing provided there is no expense to the city. The hearing officer may question any person who presents evidence or who testifies at any hearing.

3. A citee may appear at the hearing in person or by written declaration executed under penalty of perjury. Said declaration and any documents in support thereof shall be tendered to and received by the city at least seven business days prior to the hearing. If the citee fails to attend or does not submit a written declaration in a timely manner, he or she shall be deemed to have waived the right to a hearing. In such an instance, the hearing officer shall cancel the hearing and not render a decision. In such instances, the citation shall be deemed confirmed.

4. Hearings may be continued once at the request of a citee or the officer who issued the citation. The hearing officer may also continue the hearing for cause.

G. Hearing Decision--Right of Appeal.

1. After considering all the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or overturn the citation and shall state the reasons therefor.

2. The hearing officer shall serve citee(s) by first class mail with a copy of the written decision. The date the decision is deposited with the U.S. Postal Service shall constitute the date of its service. The failure of a citee to receive a properly addressed decision shall not invalidate any hearing, city action or proceeding conducted pursuant to this chapter.

3. Decisions of the hearing officer may be appealed to the city council within thirty days after the date of their service. Each decision shall contain a statement advising the citee of this appeal right and the procedure for its exercise. A citee shall file a notice of appeal with the city within twenty calendar days after the date of service of the hearing officer's decision.

4. If a hearing officer's decision is not appealed in a timely manner, the decision shall be deemed confirmed.

5. The city council is the sole reviewing authority and an appeal from a hearing officer's decision is not appealable to the superior court. If a responsible person prevails on appeal, the city shall reimburse his or her fine deposit within thirty calendar days of the city council's decision on the appeal.

Section 3101.25 is added to read:

3101.25 Recovery of Response Costs.

A. In addition to any fines or penalties which may otherwise be levied by the City pursuant to this chapter, the City shall be entitled to recover from any person found to be in violation of any provision of this chapter, the City's full response costs.

B. For purposes of this chapter, the term "response costs" shall remain those reasonable and necessary costs directly incurred by the City for a response to complaint of discharging illegal fireworks prohibited under this section and shall include the cost of

providing police, fire, and/or other emergency response services at the scene to include, but not limited to:

1. Salaries and benefits of law enforcement and/or emergency personnel for the full amount of time spend responding to, remaining at, or otherwise dealing with such illegal fireworks, and the administrative costs attributable to such responses;

2. The cost of any medical treatment to or for any law enforcement personnel injured while responding to, remaining at, or leaving the scene; and

3. The cost of repaying any City equipment or property damaged and the cost of the use of any such equipment used in responding to, remaining at, or leaving the scene.

Section 3101.26 is added to read:

3101.26 Amendment.
This chapter shall not be repealed or amended except by a vote of the people of the city of Carson.

Section 3101.27 is added to read:

3101.27 Concurrent authorities.
Any provisions of the Carson Municipal Code in conflict herewith are hereby repealed. This chapter supersedes any conflicting provisions of the Uniform Fire Code, International Fire Code, and the Uniform Building Code.

Section 3101.28 is added to read:

3101.28 Severability.
If any section, subsection, sentence, clause or phrase of this chapter that is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The people of the city of Carson hereby declare that they would have passed this chapter and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

RESOLUTION 25-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENT(S) AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING AN INITIATIVE MEASURE, WHICH WILL ALLOW THE SALE AND USE OF "SAFE AND SANE" FIREWORKS IN THE CITY OF CARSON

WHEREAS, a General Municipal Election is to be held in the City of Carson, California, on June 2, 2026, at which there will be submitted to the voters an initiative measure, which proposes a City Ordinance that would amend Article III, Chapter 1, Fire Prevention, of the Carson Municipal Code to allow the sale of and use of "Safe and Sane Fireworks" in the City of Carson ("Fireworks Measure").

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

Section 1. Pursuant to California Elections Code § 9282, the persons filing the initiative petition may file a written argument in favor of the Fireworks Measure, and the City Council may submit an argument against the Fireworks Measure.

Section 2. In the event that more than one argument for, or more than one argument against, the Fireworks Measure is timely submitted to the City Clerk/Elections Official, the City Clerk/Elections Official shall select one argument in favor and one argument against the measure to be printed and distributed to the voters. In selecting the arguments, the City Clerk/Elections Official shall give preference and priority in the order named, to the arguments of the following: (1) to the City Council, or member or members of the City Council authorized by the City Council; (2) to the individual voter, or bona fide association of citizens, or combination of voters and associations, who are the bona fide sponsors or proponents of the measure; (3) to bona fide associations of citizens; and (4) to individual voters who are eligible to vote on the measure, in accordance with the provisions of California Elections Code Section 9287(a).

Section 3. In accordance with the requirements of Division 9, Chapter 3, Article 4 of the California Elections Code, all written arguments for or against the Fireworks Measure: (1) shall not exceed three hundred (300) words in length; (2) shall be filed with the City's designated elections official; (3) shall be accompanied by the printed name(s) and signature(s) of the person(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of the principal officers who is the author of the argument; and (4) shall be accompanied by the Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code § 9600. All written arguments may be changed or withdrawn until and including the date fixed by the City's designated elections official, after which time no arguments for or against the Fireworks Measure may be submitted to the elections official.

Section 4. The City Council hereby directs the City's designated elections official to transmit a copy of the Fireworks Measure to the City Attorney. In accordance with California Elections Code § 9280, the City Attorney is hereby directed to prepare an impartial analysis of the Fireworks Measure, not to exceed five hundred (500) words in length, showing the effect of the measure on the existing law and the operation of the measure. The analysis shall include a statement indicating whether the Fireworks Measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the City. In the event the entire text of the Fireworks Measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-point bold type, a legend substantially as follows: "The above statement is an impartial analysis of Ordinance or Measure __. If you desire a copy of the ordinance or measure, please call the elections official's office at (310-952-1720) and a copy will be mailed at no cost to you." The impartial analysis shall be filed by the date set by the City's designated elections official for the filing of primary arguments.

Section 5. The City's designated elections official shall cause the City Attorney's Impartial Analysis, and duly selected arguments, to be printed and distributed to voters in accordance with State law regarding same.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 5th day of November, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-134, was adopted by the Carson City Council at its meeting held on the 5th day of November, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

RESOLUTION NO. 25-135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING AN INITIATIVE MEASURE, WHICH WILL AMEND ARTICLE III, CHAPTER 1 "FIRE PREVENTION" OF THE CARSON MUNICIPAL CODE TO ALLOW THE SALE AND USE OF "SAFE AND SANE" FIREWORKS IN THE CITY OF CARSON, TO BE SUBMITTED AT THE GENERAL MUNICIPAL ELECTION ON JUNE 2, 2026

WHEREAS, a General Municipal Election is to be held in the City of Carson, California, on June 2, 2026, at which there will be submitted to the voters an initiative measure, which proposes a City Ordinance that would amend Article III, Chapter 1, Fire Prevention, of the Carson Municipal Code to allow the sale of and use of "Safe and Sane Fireworks" in the City of Carson ("Fireworks Measure"); and

WHEREAS, California Elections Code § 9285 authorizes the City Council, by majority vote, to adopt provisions to provide for the filing of rebuttal arguments regarding city measures submitted at municipal election.

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

Section 1. The recitals set forth above are incorporated herein by this reference.

Section 2. Pursuant to Elections Code § 9285, when the City's designated elections official has selected the arguments for and against the Fireworks Measure which will be printed and distributed to the voters, the City's designated elections official shall send copies of the argument in favor of the Fireworks Measure to the authors of the argument against the Fireworks Measure, and copies of the argument against to the authors of the argument in favor. The author or a majority of the authors of an argument relating to the Fireworks Measure may prepare and submit a rebuttal argument not to exceed two hundred and fifty (250) words in length. A rebuttal argument may not be signed by more than five (5) persons. The rebuttal arguments shall be filed with the City Clerk not more than ten (10) days after the final date for filing primary arguments. The rebuttal arguments shall be accompanied by the Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code § 9600. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

Section 3. All previous resolutions providing for the filing of rebuttal arguments for city measures are repealed.

Section 4. The provisions of Section 2 of this Resolution shall apply only to the General Municipal Election to be held on June 2, 2026, and shall then be repealed.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution

and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 5th day of November, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-135, was adopted by the Carson City Council at its meeting held on the 5th day of November, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

File #: **Version:**

Report to Honorable Mayor and City Council

Wednesday, November 5, 2025, 5:00 PM

DISCUSSION 32.

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 October 21, 2025, City Council meeting, Mayor Lula 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 - November 5, 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:	11 members (7 general, 2 youth, 2 w/ a focus on disability-related matters); 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
Vacany (LDH)	Alt. 3		11-30-26
Thompson, Audra (LDH) *Pending	Disability Advocate Member	10-21-25	11-30-26
Padua, Luz	Disability Advocate Member	10-21-25	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
Finley, Stephanie (JD) *Pending until oath rcvd		10-21-25	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:	Sandy Solis, Economic Development Liaison x1325
Support Staff:	

		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, Christopher (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